14-MED-04-0651
3037-01
K31031
07/17/2014

Agreement

between the

Tecumseh Education Association

and the

Tecumseh Local Board of Education

July 1, 2014 through June 30, 2016

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ARTICLE 1 – SAVINGS CLAUSE AND TERMS OF TOTAL AGREEMENT

This Negotiated Agreement by and between the Tecumseh Education Association and the Tecumseh Local Board of Education contains all negotiated items of agreement between the parties, and all previously negotiated items of agreement for which no provisions are included herein are superseded by this Agreement.

The terms of this Agreement shall not apply where inconsistent with constitutional, statutory, or other legal provisions if those provisions are not legally superseded by the parties to this agreement. If any provision of this Agreement is found to be contrary to law by the Supreme Court of the United States, or by any court of competent jurisdiction from whose judgment or decree no appeal has been taken within the time provided for doing so, the remainder of the Agreement shall continue in full force and effect, and the parties to the Agreement shall meet within 10 days to negotiate substitute provisions which are in conformity with applicable laws. If such negotiations do not resolve the matter within 21 days thereafter, the normal impasse will be used.

This Agreement does not preclude discussion regarding concerns expressed by personnel of the participating parties to this Agreement.

It is agreed by the parties that this Negotiated Agreement shall be for a period from July 1, 2014 through June 30, 2016, with all issues closed except items to which both parties agree could be brought for discussion and possible negotiation.

The financial settlement for the contract is as follows:

- No increase on the base for 2014-2015 and 2015-2016.

- Effective 2014-15 Contract Year – All teachers will move two steps on the salary schedule from their 2013-2014 placement to their 2014-15 placement unless they were newly hired for the 2013-14 or 2014-15 school year. Teachers hired in 2013-2014 will get their step increase not a double step. Teachers hired in 2014-2015 will be placed on the salary schedule based on experience and education and will not receive a step increase.

  (Example 1: A teacher on step 10 in 2013-14 will be placed on step 12 in the 2014-15 school year. Example 2: A teacher on step 24 in 2013-2014 will be placed at step 26 in 2014-2015 school year. Although there is no pay increase realized this year, the teacher moves closer to their next step increase.)

- Effective 2015-16 Contract Year – step increase

- Effective 2014-15 Retirement Pick-up – 2%; Employee pays 10% of 12%

- Effective 2015-16 Retirement Pick-up – 1%; Employee pays 12% of 13%

For:
Tecumseh Local School Board

Dan Studebaker, Board President

Bradley A. Martin, Superintendent

Debra G. Schock, Treasurer

June 24, 2014
Date Board Approved

For:
Tecumseh Education Association

Kerry Cassell, President

Mike Hein

June 13, 2014
Date Association Ratified

ARTICLE 2 – NEGOTIATIONS PROCEDURAL AGREEMENT

Section I – Recognition
The Tecumseh Local Board of Education (hereinafter referred to as "the Board") recognizes the Tecumseh Education Association (hereinafter referred to as "the Association") as the sole and exclusive bargaining agent for contracted full and part-time (part-time is defined as 1/2 time or more as a teacher) classroom teachers, counselors, librarians, school/library/media specialists, L.D. tutors, nurses, and Tecumseh High School computer facilitator (hereinafter referred to as "teachers"); excluding the Superintendent, Assistant Superintendent, Directors, Principals, Unit Principals, Athletic Director and Coordinators.

All teachers shall have the right to join or not to join any organization for their professional or economic improvement.

In consideration of the rights and privileges extended to the Association pursuant to, or arising from the provisions of this Agreement, the Association does hereby agree that no teacher covered by this Agreement shall withhold services, or refuse to perform normal work for the Board.

Section II - Negotiations Process Committee
Two members from the Association and two members from the District will meet between January 15th and February 28th to make a unanimous recommendation on all terms and conditions of bargaining for the following negotiations, which will include: size of teams, facilitator, professional negotiator's role, the style of bargaining, meeting dates and times of day, and sidebar meetings.

The recommendation must be unanimous or no recommendation will be made.

A. Negotiating Period
Negotiations for a successor Agreement to become effective on July 1, 2014, may be initiated upon written request to the Superintendent and Board on or before March 1, 2014 Negotiation meetings shall be held at times mutually agreeable to both sides.

B. Negotiating Teams
The Board and the Association shall be represented at all negotiation meetings by a team of negotiators. The Board team shall be appointed by the Board. The teacher team shall be appointed by the Association. All negotiations shall be conducted exclusively between said teams. Changes in team members shall be permitted by either side at that team's discretion with the exception of the permanent member. Observers may interchange with members of the team as may be desired by either team. Each team shall be authorized to admit not more than five (5) consultants and/or observers at one time to a meeting. Such observers shall have the right to speak only by mutual consent.

The parties may call upon professional and lay consultants to assist in all negotiations. The expense of such consultants shall be borne by the party requesting them.

ARTICLE 2 – NEGOTIATIONS PROCEDURAL AGREEMENT (Continued)

C. Negotiable Items

1. Negotiation Agreement.

2. Grievance Policy and Procedures.

3. Professional growth and in-service training of teachers.

4. Salaries, hours, and other matters of teacher economic welfare and/or changes therein.

5. Other matters affecting the quality of the educational program as may be mutually agreed upon by the Board and the Association.

6. Other non-economic matters affecting the working conditions of the professional staff.

7. The listing of an item for negotiation by either party shall not be an admission that the item is necessarily negotiable, nor require the other party to make a concession thereto, but does mean that the item will be discussed.

D. Setting the Agenda

All proposals shall be submitted in complete form at the first negotiating session. No additional proposals shall be submitted by either party following the first negotiating session, unless mutually agreed to by the negotiating team.

The obligation of the Board, and its representatives, and the representatives of the Association to meet for the purposes of negotiations does not compel either party to agree to a proposal or require the making of a concession.

E. "Good Faith"

All parties are obliged to deal with each other in good faith. Good faith means the obligation of the Board or its designated representatives, and the designated representatives of the Association to meet at reasonable times to deal with each other openly and fairly in an effort to reach agreement upon matters being negotiated. Proposals shall be in writing and shall be presumed to be the official position of the parties.

F. Recess

Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party a caucus period not to exceed thirty (30) minutes.

ARTICLE 2 – NEGOTIATIONS PROCEDURAL AGREEMENT (Continued)

G. Progress Reports

While negotiations are in progress, any information released to the news media or the public concerning items under negotiations shall be in writing.

The negotiating teams retain the right to issue reports to their membership on the progress of negotiations.

This provision supersedes any state law to the contrary.

H. Agreement

If consensus is reached on those matters being negotiated, the understanding of those parties shall be reduced to writing and submitted to the membership of the Association for ratification. If ratified, said memorandum of understanding between the parties shall then be submitted to the Board for its ratification. If ratified, the Agreement shall be signed by both parties and shall become a part of the official minutes of the Board and the Association.

I. Disagreement

1. Mediation

In the event an agreement is not reached within sixty (60) days of the initial bargaining session or upon declaration of either party, an impasse may be declared unless an extension of the sixty (60) days is mutually agreeable. A joint written request shall be made to the Federal Mediation and Conciliation Service (FMCS) to assist the parties in reaching an agreement. Mediation shall begin as soon as the mediator can be available to the parties.

2. Advisory Arbitration

If agreement is not reached following up to five (5) mediation sessions, mediation shall be considered concluded and the non-resolved issues shall be submitted to a Review committee for advisory arbitration.

Within ten (10) days of the conclusion of Mediation, the Board shall appoint one (1) member and the Association shall appoint one (1) member to the Review Committee. A third member who shall be the chairperson shall be named by the first two appointed members. If agreement on the selection of the third member cannot be reached within five (5) days of the appointment of the two representatives, selection of this member shall be made from a list of names submitted by the American Arbitration Association.

This Review Committee will have authority to hold hearings and confer with any parties deemed advisable in seeking to effect a recommendation to the Board and to the Association.

ARTICLE 2 – NEGOTIATIONS PROCEDURAL AGREEMENT (Concluded)

All hearings by the review committee shall be closed sessions, and no news releases shall be made concerning progress of the hearing.

Within thirty (30) days of the establishment of the Review Committee, said committee shall make recommendations for a settlement. Such recommendations shall be submitted to both parties and shall be made public, but shall not be binding upon either party; however, within fifteen (15) days after the recommendations are made, the Association and the Board shall take action to adopt or reject the recommendations of the Review Committee.

Costs and expenses which may be incurred in securing and utilizing the services of the chairperson of the Review Committee and the Mediator shall be shared equally by the Board and the Association.

If the present Agreement expires during the process as outlined above, this Agreement shall remain in full force and effect until such time as the parties adopt a new Agreement.

J. When agreement has been reached between the parties, such Agreement shall be printed and the cost shared equally between the Board and the Association.

ARTICLE 3 – GRIEVANCE PROCEDURE

A. Definitions

1. A grievance is a complaint by a member of the bargaining unit or the Association involving the violation, interpretation or application of the terms or provisions of the Negotiated Agreement between the parties.

2. An Aggrieved Person is that person initiating the grievance.

3. The Responding Party is the building principal, immediate supervisor, Central Office staff member, or Board.

4. The term "day" is defined as the aggrieved teacher's working day during the school year or weekdays (excluding holidays) during vacation periods.

5. The Professional Rights and Responsibilities Committee of the Association shall in the succeeding sections of the procedures be referred to as the P.R.&R. Committee.

B. General Principles

1. The primary purpose of this grievance procedure is to secure equitable solutions at the most immediate supervisory level possible. Both the Association and the Board agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure.

2. Any member of the bargaining unit employed by the Board may initiate a grievance. A grievance may be initiated on behalf of a group of teachers by the Association. The names of the teachers comprising the group shall be made known to the Responding Party.

3. A grievance may be withdrawn at any step without prejudice, meaning that neither the Board nor Administration will maintain any record of the grievance. If the grievance was initiated by the Association representing a group, the grievance may be withdrawn by the Association.

4. No reprisal of any kind shall be taken by or against any party or participant in the grievance procedure by reason of such participation.

ARTICLE 3 – GRIEVANCE PROCEDURE (*Continued)*

5. The aggrieved shall have the right at all steps to be accompanied by or represented by the Association.

   The aggrieved shall have the right at all steps to present documentation and witnesses in his/her behalf. The Responding Party shall have the right to assistance, representation, documentation and witnesses.

6. The Board and the Administration will cooperate with any investigation of any grievance, and will furnish such information insofar as possible**.** Costs, if any, shall be paid by the requesting party. The cost of the copies shall comply with board policy.

7. Forms for filing a grievance and written decisions shall be given appropriate distribution to administrators, supervisors, and teachers. These forms will be readily available in each school office or from an Association representative.

8. The P.R.&R. Committee and such administrative personnel as designated by the Superintendent shall meet at least once annually to discuss and agree upon how grievances are to be handled. Such meetings shall be held prior to or during the first day of the school year. Such meetings shall be co-chaired by the chairman of the P.R.&R. Committee and a designee of the Superintendent and shall be conducted within the regular work day so far as possible.

9. A grievance must be initiated within fifteen (15) days following the act or condition or knowledge of the act which is the basis for said grievance.

10. The number of days indicated at each step shall be considered as maximum. If the aggrieved fails to file the grievance within the time limits specified in the succeeding sections of this procedure, it shall be presumed that said incident or grievance has been resolved. If the responding party fails to comply with any time limit in the succeeding sections of this procedure, the grievance may automatically be appealed to the next step in the grievance procedure. Both parties may, however, in writing, mutually agree to extend the time limits.

11. It shall be mutually agreed that the handling of any professional grievance may be conducted within the regular work day if such can be done without interruption of the students' educational program.

12. In the event a grievance is carried to Step Four, the grievant and a member of the P.R.&R. Committee shall be granted released time with pay to attend hearings held by the arbiter if the hearing is held within a contract day.

ARTICLE 3 – GRIEVANCE PROCEDURE (*Continued)*

C. Procedure

STEP ONE — A teacher with a grievance may initiate the procedure by approaching the building principal or supervisor immediately concerned and discussing the matter. The objective of the meeting shall be to resolve the matter informally.

If the grievance in question is such that it cannot be resolved by the building principal or immediate supervisor, the grievance may be initiated at Step Three, at the option of the P.R.&R. Committee.

STEP TWO — In the event the aggrieved is not satisfied with a disposition of the grievance at Step One, within ten (10) days she/he may file the grievance in writing with the principal or immediate supervisor with a copy sent to the P.R.&R. Committee.

Within ten (10) days of receipt of the written grievance, the principal or immediate supervisor shall hold a meeting with the aggrieved. He/she shall notify the aggrieved and the P.R.&R. Committee at least two (2) days prior to said meeting. Time for said meeting shall be mutually agreeable. Within five (5) days of the meeting, the principal or immediate supervisor shall render a written decision as to the solution of the grievance. Two (2) copies shall be provided the aggrieved and one (1) copy shall be provided to the P.R.&R. Committee.

STEP THREE — In the event the aggrieved is not satisfied with the disposition of the grievance at Step Two, or if the principal or immediate supervisor fails to respond within the time limit, the grievance procedure may be further invoked by presenting the written grievance to the Superintendent. Such action must be taken within ten (10) days of the decision at Step Two. A copy of this written grievance shall be submitted to the P.R.&R. Committee.

If the grievance is such that it cannot be resolved by the building principal or immediate supervisor, the grievance may be initiated at this step. In the event of such action, a copy of the written grievance shall be submitted to the P.R.&R. Committee.

Within ten (10) days of receipt of the grievance, the Superintendent shall hold a meeting with the aggrieved and the previous Responding Party, if there is one in the matter in question, with the objective of resolving the matter at this step.

Within five (5) days of the meeting, the Superintendent shall render a written decision as to the solution of the grievance. Two (2) copies of the written decision shall be provided the aggrieved, and one (1) copy shall be provided to the P.R.&R. Committee and one (1) copy to the previous Responding Party.

ARTICLE 3 – GRIEVANCE PROCEDURE (*Continued)*

STEP FOUR — If the action in Step Three by the Superintendent does not resolve the grievance to the satisfaction of the grievant or no decision has been rendered by the Superintendent within ten (10) days, the grievant may, within ten (10) days, appeal in writing to the Board. The Notice of Appeal shall be sent to the Superintendent, principals, immediate supervisor, representative of the Association and a copy filed with the Treasurer of the Board at least five (5) days prior to a regular meeting of the Board. Within three (3) days after the Board meeting, the Board shall issue a written response explaining its rationale for granting or denying the grievance. If the grievance is not resolved, each party will name its representative hereinafter referred to as appointee.

Within five (5) days the appointee of the Board shall, with the appointee of the Association, jointly select an impartial arbiter. If the appointees cannot agree on the selection of an impartial arbiter, selection of the arbiter shall be made from a list of names submitted by the American Arbitration Association in accordance with its rules and procedures.

The arbiter shall submit recommendations in writing with copies sent to the employee, the representative of the Association, the Board, and the Superintendent within thirty (30) calendar days. The decision and recommendation shall be binding upon the parties.

The costs of the arbiter will be shared equally by the Association and the Board.

MISCELLANEOUS PROVISIONS

a. Nothing in this procedure shall be construed so as to deny the Association or its representatives the right to redress before an appropriate administrative agency or through the courts.

b. The aggrieved teacher, the Board and/or the representative of either shall not be denied the right to advice, counsel, and/or representation on any of the levels listed above.

c. No teacher shall file a grievance after the effective date of his or her resignation.

d. The following items shall not be the basis of any grievance filed under this grievance procedure:

   1. Failure to re-employ or the termination of the services of any limited contract teacher.

   2. Failure to re-employ or the termination of the services of any teacher on a continuing contract.

e. Processing of grievances shall be conducted at times so as not to affect the students' education program except as otherwise approved by the Superintendent or Board.

ARTICLE 3 – GRIEVANCE PROCEDURE (*Concluded)*

f. Upon resolution of the grievance, insofar as legally possible, a copy of the agreement resolution shall be given to the Association and the Board.

g. No records, documents, or communications concerning a grievance shall be placed in the personnel file of any of the participants in the procedures described in this Agreement.

h. In the event that the Association does not wish to recommend support to the aggrieved, assistance may be provided to all individuals in the area of proper procedure. Action and official position of the Association may take place at any level of the proceedings, but no grievance shall go to Step Four except with the consent of the Association.

Grievance Form 1
Distribution:
1-Principal
1-PR&R Chairman
1-Person or Persons against whom grievance is filed

FORMAL GRIEVANCE PRESENTATION

(To be completed by Aggrieved Person)

Aggrieved Person _____ Date Filed _____

Date Discussed with Principal _____

Address of Aggrieved Person _____

School _____ Principal _____

Subject Area or Grade _____ Association Building Rep. _____

State of Grievance:

Relief Sought:

Signature of Aggrieved _____

Grievance Form 2
Distribution:
2-Aggrieved
1-PR&R Chairman
1-Person or Persons against whom grievance is filed

DECISION OF PRINCIPAL

(To be completed by principal within 5 days of date of meeting with Aggrieved)

Aggrieved Person _____ Date of Grievance Presentation (step one) _____

Date of Receipt Form 1 _____ Date of Hearing (step two) _____

☐ Grievance Approved ☐ Grievance Denied

Date of Decision _____ Signature of Principal _____

Grievance Form 3
Distribution:
1-Aggrieved
2-PR&R Committee
1-Person or Persons against whom grievance is filed

FORMAL GRIEVANCE PRESENTATION TO SUPERINTENDENT

(To be completed by aggrieved person
and filed within 10 days of the Principal's written decision)

Aggrieved Person _____ Date Grievance Filed (Form 1) _____

Date of Hearing (step two) _____ Date of Principal's Decision _____

Statement of Grievance:

Relief Sought:

Date _____ Signature of Aggrieved _____

The above grievance (is) (is not) endorsed by the PR&R Committee and is referred to the Superintendent of Schools for a hearing.

Date of Referral _____ Signature of PR&R Chairperson(s)

_____

_____

Grievance Form 4
Distribution:
1-Aggrieved
1-PR&R Committee
1-Person or Persons against whom grievance is filed

DECISION BY SUPERINTENDENT

(To be completed by the Superintendent of Schools within 5 days of hearing)

Aggrieved Person _____ Date _____

Date Appeal received by Superintendent _____ Date Hearing held by Superintendent _____

Decision of Superintendent

☐ Grievance Approved ☐ Grievance Denied

Date of Decision _____ Signature of Superintendent _____

ARTICLE 4 – RIGHTS AND RESPONSIBILITIES OF THE ASSOCIATION

The president of the Association or his/her designee shall have the right to visit all buildings in the District to transact Association business, but all visitors should notify the building principal, and such Association business and visitation shall not be conducted during the regular school day without the permission of the respective building principals.

Names and addresses of newly hired teachers will be provided to the Association upon Board approval of contracts.

The Association shall have access to the teachers' mailboxes for distribution of Association related information.

The Association shall be given a place on the program of the preschool conference for the orientation of new teachers.

The president of the Association or his/her designee will be furnished with the tentative agenda for any regular Board meeting at least 24 hours in advance. The actual agenda will be furnished at all regular Board meetings.

The Association shall have the right to use school buildings and facilities without charge for professional meetings at a time when the building is being heated and a custodian normally is on duty. At other times, the Association may use the buildings according to the regulations and rentals established by the business office.

Placement of Association symbols on Board property shall be confined to Association bulletin boards. Any display of special program materials shall be in a timely manner and may appear on bulletin boards, classroom doors and other appropriate sites where building damage will not be incurred. Association symbols shall not be used to denote membership.

If the Association wishes to use audio-visual equipment, it shall file a timely request with the person in charge of such equipment and if the equipment is not in use, it shall be made available. The Association agrees to assume responsibility for fair market value of loss or damage to such equipment while in possession or in control of the Association.

Building representatives will be expected to carry a proportionate share of duty assignments, such as homeroom, hall duty, bus duty, lunchroom duty, etc., but each building representative shall meet with the building principal at the beginning of the school year to arrange such duty assignments in a manner that will provide the building representative an opportunity to carry out his/her duties as such representative.

Whenever requested in writing by the Superintendent, the Association will provide the following information within thirty (30) days of the request: the name, address, and respective title of the President, President-elect, Building Representatives, and the Chairperson of the Professional Rights and Responsibilities Committee.

ARTICLE 5 – EQUAL EMPLOYMENT RIGHTS

There shall be no discrimination in regard to race, creed, religion, color or national origin, handicap, sex, age, or marital status by either party to this contract. No teacher shall be the subject of discrimination or coercion as a result of membership or participation in legal activities or the association of which he/she is a member.

Handicap shall include the disease condition identified as AIDS.

The Ohio Civil Rights Commission has determined AIDS as a physically handicapping condition and discrimination against an employee with AIDS is prohibited and unlawful.

Employment will be in compliance with State Laws 4112.01 and 4112.02 which the Ohio Civil Rights Commission has summarized in its "Handicapped Consumers Guide."

At such time that it is brought to the attention of the Tecumseh Local Board of Education or the Tecumseh Education Association that new official medical knowledge or laws pertaining to AIDS-infected employees change, either party mentioned may call for a review and update of the rights thereof.

ARTICLE 6 – FAIR SHARE FEE

Fair Share Fee shall be an exclusive right conferred upon the Association, as the exclusive bargaining agent. Each bargaining unit employee, upon employment and re-employment, shall annually either:

A. Sign and deliver to the Association an application for Association membership and, unless the annual dues are paid by cash, check, money order, or other approved method, sign and deliver to the Association an authorization to the Treasurer for payroll deduction of membership dues, fees and assessments. The Treasurer, upon written notice from the President of the Association that a member has terminated membership, shall forthwith commence the check-off of the representation fee and assessments with respect to the former member and the amount of the fee for the remainder of the school year shall be the annual representation fee and uniformly applied assessments less the amount of Association annual dues previously paid through payroll deduction.

OR

B. In lieu of becoming a member of the Association, the Treasurer shall check-off from the wages of the Employee and pay to the Association an annual representation fee equivalent to the total annual dues and uniformly applied assessments of the United Teaching Profession.

All contracts of employment for positions in the bargaining unit shall contain the following language:

> "This contract of employment is subject to the Master Contract between the Board of Education and the Association, the terms and conditions of which are incorporated herein by reference as though fully rewritten herein. By signing this contract, I represent that I have been notified of the Fair Share Fee provisions contained in the Master Contract, that I will, if I elect not to become or remain a member of the Association, pay to the Association the prescribed annual representation fees and uniformly applied assessments for service and benefits to be conferred upon me by the Association as my exclusive bargaining agent during the term of my employment by the Board."

C. The President of the Association or his/her designee shall by July 1st annually certify to the Treasurer of the Board of Education the amount of the annual representation fee for the ensuing school year.

D. The President of the Association or his/her designee shall within thirty (30) days of official adoption of a uniform assessment fee certify to the Treasurer of the Board of Education the amount of the uniform assessment fee.

ARTICLE 6 – FAIR SHARE FEE (*Continued)*

E. The Treasurer upon receipt of the certification of the amount of the fees and assessments shall, on the basis of the documents referred to in Paragraphs 1 and 2 of Section 1 above, deduct the dues of Association members pursuant to the payroll deduction authorization and deduct the fees and assessments from the pay of every non-member employed in the bargaining unit and pay such dues, fees and assessments to the Association. The Board shall provide a list of names or members for whom deductions were made, the period covered and the amounts deducted. The deductions shall be in equal payments beginning with the first paycheck after authorization and lasting through the remaining pays for that employment year. The failure or refusal of the Treasurer to deduct the representation fee, due to court order or otherwise, shall not relieve the employee of his/her liability to the Association for the amount of the representation fees and assessments.

F. Upon the effective date of this Agreement, the Board and Association shall jointly notify in writing each employee in the bargaining unit of this Fair Share Fee Agreement. Such notice shall have attached thereto a copy of the exact language of this Agreement. Any non-member of the Association who elects to continue employment with the Board after the 30-day period shall be deemed to have consented to receive the services and benefits to be conferred by the Association as the exclusive bargaining agent and shall be liable to the Association for the annual representation fee and uniformly applied assessments which, during the first school year of this agreement only, shall be pro-rated on a monthly basis.

Upon timely demand, non-members may appeal to the Association payment of the fee pursuant to the internal procedure adopted by the Association.

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

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

2. The Association shall reserve the right to designate counsel to represent and defend the employer;

3. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not appease the Association or its affiliates' application to file briefs amicus curiae in the action;

4. The action brought against the Board must be a direct consequence of the Board's good faith compliance with the Fair Share Fee Provision of the collective bargaining agreement herein; however, there shall be no indemnification of the

Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such Fair Share Provision herein.

The above Fair Share Fee Provision shall be an exclusive right of the Association not granted to any other employee organization seeking to represent employees in the bargaining unit represented by the Association.

ARTICLE 7 – CONTRACTS

The Board shall provide every member of the bargaining unit a written base contract, and where applicable, a supplemental contract.

The provisions of such contracts shall be in keeping with the provisions of the Ohio Revised Code, Board Adopted Policies and this Agreement.

This contract shall include the following items:

1. Name and address;
2. Type of contract;
3. Length of contract;
4. Salary schedule class and TLS credited years and/or hourly rate;
5. Annual pay;
6. Number of pay periods per year;
7. "Employee hereby agrees to fulfill the assigned duties in the public schools of said district";
8. "Employee further agrees to abide by and maintain the rules and regulations adopted by the Board";
9. The length of a teacher's regular contractual year shall be no more than one hundred and eighty-four (184) days, three (3) of which shall be designated "teacher work days". The teacher work day shall consist of seven and one half (7 ½) hours. (Each building will have a uniform start and finish time).
10. Statement regarding negotiated Fair Share fees.

ARTICLE 8 – CLASS CHANGE (SALARY ADJUSTMENT)

Any teacher who gives written notice to the Treasurer by September 15th of the school year, and who, by the 15th of October, submits to the Treasurer satisfactory evidence (official transcript) of having qualified for placement in a higher salary class by reason of additional college preparation, shall advance to said salary class for the school year.

Any teacher who gives written notice to the Treasurer by January 15 and who by March15 submits to the Treasurer satisfactory evidence (official transcript) of having qualified for placement in a higher salary class by reason of additional college preparation, shall advance to said salary class effective with the beginning of the second semester.

ARTICLE 9 – SALARY REGULATIONS

1. There will be no limitation after July 1, 2001, on the number of years of experience that new hires may bring to the district. Credit for previous experience will be granted only for those years qualified for reimbursement under the foundation formula.

2. There will be a five (5) year limitation on experience for those who retire and are then rehired by the district.

3. Beginning in the 2014-2015 school year, any person who retires under STRS and is subsequently employed by the district will be placed on step 5 of the salary schedule. Retired teachers will advance one step per year up to step 12; retired teachers who reach step 12 will remain at step 12. Teachers hired before the 2014-2015 school year may not exceed step 15.

4. The retired, rehired teacher will not be eligible for tuition reimbursement nor will be eligible for severance pay. In addition, the retired, rehired teacher will be employed with contracts not to exceed one school year in length. Rehired teachers will not be eligible for continuing contract

5. The requirements for each class on the salary schedule are as follows:

Class I	Bachelors Degree
Class II	B.A. Degree + 10 semester hours graduate credit
Class III	B.A. Degree + 20 semester hours graduate credit B.A. Degree and total of 150 semester hours
Class IV	Masters Degree or 30 semester hours graduate credit in education
Class V	Masters Degree plus 15 semester hours of post graduate credit earned after acquiring Masters Degree, or 15 semester hours of undergraduate or graduate credit (or combination thereof) earned after acquiring the Master's Degree and approved by the Superintendent as being pertinent to the regular or special teaching assignment of the teacher.
Class VI	Masters plus 30 semester hours of post graduate credit earned after acquiring Masters Degree.

6. Maximum military service credit will be five (5) years.

7. One hundred twenty (120) accumulated days teaching experience is the minimum for recognition of one year teaching experience.

8. All certified personnel on extended time, except coaches, who are required to work beyond the 184 contractual days per school year shall be issued a supplemental contract and compensated at 1/184 of base pay per day according to that teacher's placement on the salary schedule.

9. The salary of all certified personnel shall be based on the teacher salary schedule, except the salaries of the administrative office personnel which are to be set by the Board.

ARTICLE 9 – SALARY REGULATIONS (Concluded)

10. The current salary schedule and index guide can be located in Article 10 of the negotiated agreement.

11. The Board agrees to assume the payment of the employees' contribution to the State Teachers Retirement System using the salary reduction/salary restatement method. Both parties understand an application must be filed and approval, if given, could encompass a period of thirty (30) days. The salary reduction/salary restatement will begin with the payroll after approval is issued.

12. To the extent permitted by Ohio law, certain provisions of this Article superseded Ohio law.

ARTICLE 10 – CERTIFIED SALARY SCHEDULE

Article 10 - Certified Salary Schedule
2014-2016

Base Salary	**32,001**						
TLS		*Class*	*Class*	*Class*	*Class*	*Class*	*Class*
credited years	*Hours*	*I*	*II*	*III*	*IV*	*V*	*VI*
0	Index	1.0000	1.0400	1.0900	1.1300	1.1700	1.2100
	Salary	32,001	33,281	34,881	36,161	37,441	38,721
1	Index	1.0400	1.0900	1.1300	1.1800	1.2200	1.2668
	Salary	33,281	34,881	36,161	37,761	39,041	40,539
2	Index	1.0900	1.1300	1.1700	1.2300	1.2700	1.3232
	Salary	34,881	36,161	37,441	39,362	40,642	42,344
3	Index	1.1300	1.1700	1.2200	1.2800	1.3200	1.3796
	Salary	36,161	37,441	39,041	40,962	42,242	44,149
4	Index	1.1700	1.2200	1.2700	1.3300	1.3700	1.4360
	Salary	37,441	39,041	40,642	42,562	43,842	45,954
5	Index	1.2200	1.2700	1.3200	1.3800	1.4200	1.4924
	Salary	39,041	40,642	42,242	44,162	45,442	47,759
6	Index	1.2700	1.3200	1.3700	1.4300	1.4700	1.5488
	Salary	40,642	42,242	43,842	45,762	47,042	49,563
7	Index	1.3200	1.3700	1.4200	1.4800	1.5200	1.6052
	Salary	42,242	43,842	45,442	47,362	48,642	51,368
8	Index	1.3700	1.4200	1.4700	1.5300	1.5700	1.6616
	Salary	43,842	45,442	47,042	48,962	50,242	53,173
9	Index	1.4200	1.4700	1.5200	1.5800	1.6200	1.7180
	Salary	45,442	47,042	48,642	50,562	51,842	54,978
10	Index	1.4700	1.5200	1.6100	1.6700	1.7200	1.8244
	Salary	47,042	48,642	51,522	53,442	55,042	58,383
11	Index	1.5200	1.5700	1.6600	1.7300	1.7700	1.8808
	Salary	48,642	50,242	53,122	55,362	56,642	60,188
12	Index	1.5700	1.6200	1.7100	1.7700	1.8200	1.9372
	Salary	50,242	51,842	54,722	56,642	58,242	61,993
13	Index	1.6200	1.6700	1.7600	1.8200	1.8700	1.9936
	Salary	51,842	53,442	56,322	58,242	59,842	63,798
14	Index	1.6700	1.7200	1.8100	1.8700	1.9200	2.0436
	Salary	53,442	55,042	57,922	59,842	61,442	65,398
15	Index	1.7200	1.7700	1.8600	1.9200	1.9700	2.0936
	Salary	55,042	56,642	59,522	61,442	63,042	66,998
27	Index	1.7458	1.7965	1.8879	1.9488	1.9995	2.1250
	Salary	55,868	57,490	60,415	62,364	63,986	68,003

ARTICLE 11 – SUPPLEMENTAL CONTRACTS AND SALARIES

1. All teachers assigned positions listed on the Supplemental Schedule shall be given a written supplemental contract that is in addition to their regular contract.

2. Nothing herein contained shall be construed to prohibit the Board from offering a supplemental contract to any individual classroom teacher, such additional time to be paid at the rate as established by the Negotiated Agreement provided that no individual teacher shall be required to accept a supplemental contract. Nor shall anything herein contained be construed to prohibit the addition or deletion of supplemental contract positions to the schedule by the Board. (O.R.C. 3319.08) Such salaries shall be a matter of negotiations. The Supplemental Salary Schedule, with a listing of supplemental positions and the amounts to be paid for the performance of the supplemental duty shall be part of this Agreement.

3. All supplemental contracts specified in the Negotiated Agreement shall be effective for a period of not more than one (1) year and shall expire during the effective year on the following dates:

   January 1 – Fall Athletic Supplemental Contracts
   April 1 – Winter Athletic Supplemental Contracts
   June 1 – All other Supplemental Contracts except those specified to run through June 30
   June 30 – All other Supplemental Contracts

   The expiration of such contracts shall be automatic and shall require no nonrenewal action by the Board nor notice of expiration nor posting of position to refill the position with the same personnel, providing such personnel are in the bargaining unit.

4. Present members of the bargaining unit who are qualified, as determined by the Superintendent, shall be offered any supplemental position before the position can be offered to any individual outside of the unit.

5. Compensation for supplementals that are seasonal (are not year-long) will be paid in either one or two installments on a regular payroll check. The desired payment option must be indicated on the form provided when the signed supplemental contract is filed with the Treasurer. Non-seasonal supplemental compensation will be made in 26 equal pays and included in the regular payroll check.

ARTICLE 12 – SUPPLEMENTAL SALARY SCHEDULE

When Supplemental Contracts for the following positions are issued by the Tecumseh Local Board of Education, the percentage listed shall be paid based on the Bachelor Degree Base Salary.

New employees with prior experience elsewhere, shall have such experience considered in placement on the Supplemental Salary Schedule. People who leave a given program in the Tecumseh Local District and re-enter shall be given credit for prior experience.

Employees coaching or advising one sport or activity will not be given credit for that sport or activity when changing to another sport or activity. Experience level will revert to 0 or to the level of previous experience in that activity.

Employees who move from an assistant to head coach position will revert back to 0 level for the new position.

	0-3 years experience in Tecumseh District	4 or more years experience in Tecumseh District
Category I Varsity Football Varsity Basketball	.1826	.1895
Category II High School Marching Band Director Varsity Wrestling Weight Room Supervisor	.1598	.1669
Category III Varsity Baseball Varsity Softball	.1296	.1365
Category IV Varsity Volleyball Varsity Soccer Varsity Track Site Manager	.1255	.1325
Category V Athletic Trainer Assistant Varsity Football Assistant Varsity Basketball	.1186	.1246

ARTICLE 12 – SUPPLEMENTAL SALARY SCHEDULE (*Continued)*

Category VI	.09873	.10473
Cross Country		
Category VII	.0888	.0948
Freshman Football		
Freshman Basketball		
Assistant Varsity Wrestling		
Category VIII	.0840	.0900
Assistant Baseball		
Assistant Softball		
Swimming		
Bowling		
Tennis		
Golf		
Category IX	.07893	.08493
Faculty Manager		
Middle School Football		
Middle School Basketball (7 & 8)		
Assistant Volleyball		
Assistant High School Marching Band		
Middle School Track		
Middle School Volleyball		
Assistant Varsity Track		
Assistant Soccer		
Category X	.06913	.07513
Middle School Wrestling		
Musical		
Muse Machine Advisor		
Assistant to the Head Varsity Coach Boys' Basketball		
Assistant to the Head Varsity Coach Girls' Basketball		
Assistant to the Head Varsity Coach Wrestling		
Category XI	.0592	.0652
Stage Band		
Flag and Rifle Corps		
High School Pep Band		
ROTC Drill Team		

ARTICLE 12 – SUPPLEMENTAL SALARY SCHEDULE (*Continued)*

Category XII	.04933	.05533
Musical Assistant		
Class Play		
Junior Class Advisor		
Students Against Drunk Driving Advisor		
Middle School Cross Country		
Category XIII	.03946	.04546
Yearbook		
Muse Machine Assistant		
Middle School Muse Machine Advisor		
National Honor Society Advisor		
Varsity Basketball Cheer		
Varsity Football Cheer		
Category XIV	.0296	.0356
Cheerleader Sponsor:		
Freshman Football		
Junior Varsity Basketball		
Freshman Basketball		
Senior Class Advisor		
Sophomore Class Advisor		
Student Council Advisor		
Category XV	.0197	.02573
Freshman Class Advisor		
Cheerleader Sponsor:		
Middle School Football (7&8)		
Middle School Basketball (7&8)		
Middle School Student Council Sponsor		
Middle School Yearbook Advisor		
Safety Patrol		
Academic Team Advisor		
Competition Cheer		

ARTICLE 12 – SUPPLEMENTAL SALARY SCHEDULE (*Concluded)*

Category XVI .0007769

Hourly Rate Personnel
The number of hours to be determined by the Administration.

Committee Work (Ref. Article 21)
Summer School
Home Instruction/Tutoring
Saturday Sessions/Detentions
Industrial Arts
Guidance Counselors
LPDC

Category XVII
Extended Time – Home Ec/OWE/OWA/CBI/VoAg/Title I Coordinator/Guidance Counselors– Per Diem Rate as determined by teacher placement on the local salary schedule.

Category XVIII .04195
Department Heads will be paid .04195 of base plus $100.00 for each additional person in the department. The number of department heads will be determined by the administration.

ARTICLE 13 – TEACHER SUBSTITUTE PAY

If a member of the bargaining unit covers a class during their individual plan period as a result of another member's absenteeism, that member will be compensated at the summer rate on a prorated basis. This pay will be determined by dividing the number of minutes in the period by sixty minutes.

ARTICLE 14 – PAYROLL DEDUCTION/DIRECT DEPOSIT

1. Any teacher of the Tecumseh Local School District will be permitted payroll deductions for the purposes of professional dues (NEA/OEA/COTA/TEA), credit union, EPAC, annuities, medical package, etc., to be made without charge upon written authorization of the employee. Professional dues will be deducted from the pay of the member in twenty (20) equal installments.

2. Payment to the Heartland Federal Credit Union of authorized deductions shall be the same day as the payroll date. Payment of authorized annuities shall be within five (5) working days after the second pay period provided proper billing has been received.

3. Such authorization shall continue in effect until such time that said teacher gives written notice to the Treasurer of the Board and the Association to discontinue such deductions.

4. Direct deposit of payroll checks shall be provided to the members of the Bargaining Unit by the Board without cost. All new employees will use direct deposit. All other employees will use direct deposit beginning January 1, 2006, unless a written request not to use direct deposit is sent to the Treasurer**.** A requirement of twenty (20) participants must be met prior to the District initiating direct deposit. Approximately sixty (60) days will be required to initiate each direct deposit application. Members of the Bargaining Unit who have an account with a financial institution which has direct deposit services available may use such service. Forms to initiate direct deposit shall be available in the treasurer's office. Direct deposits may be made to a maximum of three (3) financial institutions per employee. Open enrollment periods shall be on a quarterly basis. Application and/or changes of existing arrangements for direct deposit can be made at the treasurer's office.

ARTICLE 15 – SEQUENCE OF CONTRACTS/JUST CAUSE

A. Limited Contracts

Teachers holding provisional certificates, provisional license and first professional license shall be granted limited contracts as follows:

1. All teachers new to the District may be granted limited contract with a duration of one (1) year.
2. Teachers will be offered, based on the recommendation of the Superintendent, limited contracts for a duration of one (1) year during each of the first four (4) years.
3. Teachers who are re-employed after serving four (4) consecutive years or a total of six (6) years with at least the last two (2) being consecutive, in the District shall not be nonrenewed without written just cause. Once an employee qualifies for and is granted a contract covered by the just cause process, the limited contract and those that follow will be for a three (3) year period.
4. Limited teaching contracts not subject to "Just Cause" provision of this article may be non-renewed per Section 3319.11 of the Ohio Revised Code. These contracts may be non-renewed without written or verbal reasons.

B. Continuing Contracts

Teachers are eligible for continuing status when they:

1. Held a continuing contract in Tecumseh Local Schools prior to July 1, 1999.
2. Are qualified as set forth in the Ohio Revised Code 3319.
3. Have been recommended for continuing contract status by the Superintendent.
4. Have taught in the Tecumseh Local Schools for three (3) of the last five (5) years.
5. Have taught in another school district under a continuing contract and have been employed in the Tecumseh Local Schools for two (2) years. However, such teacher may, if recommended by the Superintendent, be granted continuing status upon initial employment, or any time during the first two (2) years of employment. At the time of their employment in the Tecumseh Local Schools, teachers who have taught in another school district under a continuing contract are responsible for notifying the Superintendent of their prior contract status. Accurately completing the employment application form shall constitute notice.

The local superintendent must be notified on or before September 15 to be considered for continuing contract the following school year**.** Nothing herein shall require the Board to grant a continuing contract during the unexpired term of an eligible teacher's limited contract. In January the Superintendent will send a letter to those candidates who will be recommended for continuing contract to be acted on at the April or May Board of Education meeting.

All bargaining unit members who possess a continuing contract with the Board of Education as of April 5, 1995, if terminated, shall have their contract terminated for those reasons set forth in ORC 3319.16. This in no way will conflict with the implementation of Article 16 – Reduction in Force.

Any teacher who is eligible for a continuing contract, but is re-employed under a limited contract, shall be given written reasons directed at the professional improvement of the teacher, as per O.R.C. 3319.11.

C. Discipline

The Board's right to manage, direct, and control the operations of the District includes the right to discipline teachers for just cause. Discipline may consist of verbal warnings (use TLSD Verbal Warning Form), written reprimands, suspensions with pay, suspensions without pay (for up to five (5) work days), termination, or such other appropriate action as may be needed given the nature and magnitude of the misconduct involved.

A verbal warning (TLSD Verbal Warning Form) shall stay in the employees record for no longer than one (1) year from date given. It shall not be placed in the employees personnel file but shall be placed in the Anecdotal Records file. The bargaining unit member may request, in writing, to have the verbal reprimand removed once the one (1) year stipulation has been met. If such a request is made and if the bargaining unit member has had no subsequent discipline, the TLSD Verbal Warning form shall be removed from the Anecdotal Records file and given to the bargaining unit member.

Teachers shall have the right to be represented by the Association in any meeting or conference at which the teacher reasonably believes he/she will be disciplined.

The discipline of teachers shall follow the principles of progressive discipline except when such events warrant stronger action.

Teachers will not be disciplined for alleged misconduct or evaluated based upon building surveillance video without first being given the opportunity to review such tapes with an Association representative present.

D. Termination of Contracts

Teacher contracts shall be terminated in accordance with the provisions of 3319.16 and 3319.161 of the Ohio Revised Code.

E. Supersedes Ohio Law

It is the intent of both parties that this article will supersede any and all contrary provisions of Ohio law that may be superseded.

F. Exclusions

This article does not apply to supplemental contracts.

Tecumseh Local School District

Verbal Warning Form

Employee's Name:_____

Date of verbal warning:_____

Specific offense or rule violation:_____

_____

_____

_____

_____

_____

_____

_____

_____ _____

Employee Signature Date Supervisor Signature Date

Signature indicates that a copy has been received.
Form to be filed in Anecdotal Records file. 5/08

ARTICLE 16 – REDUCTION IN FORCE

When by reason of decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, by reason of suspension of school or territorial changes affecting the District, curriculum changes, reductions of course offerings, or limited financial resources, the Board determines that it will be necessary to reduce the number of teachers under Section 3319.17, it may make a reasonable reduction. The President of the Association shall be notified in writing that a reduction in force is likely to occur at least one week prior to teacher notification. In making such reduction, attrition shall first be used to effect a reduction in force. If further reduction is required, then the Administration/Board will notify the President of the Association and the affected teaching staff no less than thirty (30) days prior to such reduction. All teachers placed on the RIF list will be so advised.

Procedures for reduction in staff shall be as follows:

1. A seniority list shall be established for each teaching field.

2. A teaching field shall be defined as those levels/academic subjects which can be taught within a certificate issued by the Department of Education.

3. All teachers on continuing contracts shall have seniority over teachers on limited contracts unless the final Summative Rating was "ineffective" for two (2) consecutive years prior to the RIF. When two (2) or more teachers are "ineffective" the seniority list will be used.

4. Teachers placed on the RIF list shall notify the Board if suitable employment is found elsewhere.

5. Seniority will be computed from the teacher's most recent date of hire in the school district. Seniority shall not accrue during unpaid leaves of absence, but shall not be broken by such unpaid leave of absence.

6. The contract of that teacher who is affected by a reduction shall be suspended.

7. All teachers who are notified that they are placed on the RIF list will have the following rights:
    a. To review his/her seniority and certification records with representatives of his/her choice.
    b. To be placed on the District's substitute list.
    c. To be notified of all vacancies which may occur or new positions which may be created for which the teacher is certified and qualified. Failure to accept or reject such appointment within five (5) days shall constitute a rejection of such appointment.
    d. To be continued on the RIF list for a period of eighteen (18) months.
    e. To continue to participate, at the teacher's expense, in group insurance programs without interruption in benefits, to the extent authorized by the insurance carrier.

ARTICLE 16 – REDUCTION IN FORCE (*Concluded)*

8. Reductions shall be made by suspending contracts based upon the Superintendent's recommendation. Those contracts to be suspended will be chosen as follows:

   a. "Ineffective" evaluation rating
      The reduction shall first be made on the basis of teachers' evaluations. Any teacher with an "ineffective" rating on his/her final Summative Rating for two consecutive years prior to the RIF (or one year if the teacher has only been employed by the board for one year) shall be the first level of teachers subject to the reduction in force. The Superintendent shall have sole discretion as to the order that "ineffective" teachers are laid off and which "ineffective" teachers are laid off.

   b. "Developing" evaluation rating with Improvement Plan
      If the reduction in force goes beyond teachers with an "ineffective" rating or if there are insufficient numbers of such teachers to accomplish the RIF needed, then teachers with a rating of "developing" and who are on an improvement plan will be the next level of teachers subject to RIF in accordance with the discretion of the Superintendent.

9. No new teachers will be employed by the Board while there are teachers on the recall list who are certificated or licensed for the vacancy and have evaluation ratings other than "ineffective" on the last two final summative ratings before the RIF.

10. Recalling of teachers shall be based upon certification/licensure and on the basis of evaluations.
    a. The first to be called from the RIF list by the superintendent will be selected on the basis of licensure and evaluations.
    b. Teachers with "ineffective" ratings on their last evaluation before the RIF may be passed over for recall (not recalled) at the sole discretion of the Superintendent.

11. Any teacher who twice rejects an appointment to fill a position shall be removed from the RIF list.

12. Any teacher on the RIF list who voluntarily resigns or accepts another full-time teaching position shall be removed from the RIF list.

13. Each teacher on the RIF list is obligated to keep the Board informed of his/her current address and telephone number or he/she shall be removed from the RIF list.

14. Unless otherwise provided, the suspension of a teacher's regular teaching contract shall thereupon suspend any supplemental contract held by such teacher.

15. Nothing herein shall restrict the authority of the Board to nonrenew the limited contract of a teacher in accordance with law.

ARTICLE 17 – VACANCIES

A. Vacancies

Except for the summer months, a notice of any vacancies, including supplemental positions, and any newly created positions in certificated staff will be posted on the main bulletin board in the office and teachers' lounge and/or workroom in each building when the position is officially open, unless otherwise specified in this contract.

Teachers are to indicate their interest in other desired positions/assignments should they open during the summer on the intent forms used by the District. Intent forms may be altered by contacting the Central Office. Both Association and District publications will be used to encourage this practice.

Positions which become open in the summer, upon approval of the Superintendent or Asst. Superintendent, will be posted in the Central Office, on the district's web site, and publicized by utilizing the Tecumseh Education Connection staff call lists on the same day. (Exceptions to this procedure will be allowed only by prior mutual agreement of the President of the TEA and the Superintendent or their designated representatives.) The positions will be held open for a period of seven (7) working days beginning the day immediately following the posting of the position on the district's web site. Teachers may call the Central Office to check on the availability of positions. Candidates may be interviewed during the seven (7) day period.

During the time period of two (2) weeks prior to the beginning of regular classes, the District is empowered to employ without a waiting period. The Superintendent or designee agrees to notify in writing the President of the TEA in those instances where the District exercises this right. This notification does not need to occur before a person is employed.

All postings shall include the following: 1. Position(s) available; 2. Certification requirements for the position; 3. Deadline for the application; 4. Effective starting date; 5. Date of posting.

B. Voluntary Transfers

Prior to the posting of a job opening, an email will be sent to staff members notifying them of the vacancy. Any staff member interested in the position should notify, in writing, the assistant superintendent within seventy-two (72) hours of the email and TEC call. All internal applicants will have the opportunity to meet with the building principal. Teachers applying for the transfer will be given full consideration and informed as to their status in writing. If as solely determined by the Administration the qualifications of applicants are equal, seniority within the District shall be a determining factor. In the event the principal

intends to deny a transfer request, the Superintendent or Assistant Superintendent shall review the recommendation of the principal and at which point the position can be posted externally.

If no applications are received during the seventy-two (72) hour window, the job will be posted externally.

C. Involuntary Transfers

An involuntary transfer will be made only in case of emergency, to prevent undue disruption of the instructional program, or to place staff members in positions to the best interest of the school district. Transfers will not be for arbitrary, discriminatory or capricious reasons. All involuntary transfers shall be based on seniority and licensure/certification. Those with the lowest seniority will be transferred first. If the members have the same seniority date then it shall be based on where the members were-on the Board agenda at the time of hire. The administration will notify the affected teacher of the transfer and the reason for such transfer, at the earliest possible opportunity. If an involuntary transfer must be made after the start of the school year, the affected teacher will be provided with a substitute for three (3) days. Such time is for planning and meeting with administration. If applicable, a sixty (60) day period of acclimation before being formally evaluated will be allowed to provide a smooth transition of assignment.

ARTICLE 18 – SICK LEAVE CONVERSION ON RETIREMENT

An employee on the certificated staff of the Tecumseh Local School District who retires from active service with the Tecumseh Local School District with ten or more years of service with the State, any political subdivisions, or any combination thereof, may at the time of retirement (defined as being retirement based on active service, not disability, and the filing and approval of an application for retirement by the Ohio State Retirement System) elect to be paid for a portion of the value of his/her accrued but unused sick leave credit with the following limitations:

1. Payment shall be based on the teacher's daily rate of pay at the time of retirement. Daily rate shall be based on the final annual salary of the teacher with the District as shown on the regular contract or salary notice, excluding any pay for supplemental duties or extended service.

2. Severance pay shall be paid for one-fourth of the accrued but unused sick leave days (up to a maximum of two hundred forty-eight (248) days, not to exceed sixty-two (62) days paid.

   Note: If an individual uses sick leave days, the days above two hundred forty-eight (248) days will not convert for severance pay. An individual may accumulate two hundred sixty-three (263) days.

3. Teachers must sign for the severance pay check certifying all eligibility criteria have been met.

4. Such payment shall be made as follows upon receipt of teacher's eligibility: If you retire at the end of the school, you would receive your severance check the first pay in September of the retirement year. If you retire during the school year, you will receive your severance pay the pay period after your final contract payment. Teachers will have the option of rolling severance pay over into an annuity from the approved list and in accordance to the regulations set forth by IRS.

5. Receipt of such payment for accrued but unused sick leave shall eliminate all sick leave credit accrued by the teacher.

6. Severance shall be paid to the estate of a deceased member who has made application for retirement but had not received severance payment.

ARTICLE 19– LIFE INSURANCE

The Board shall provide for the purchase of Term Life Insurance in the amount of $40,000 for full-time employee.

The Board shall provide for the purchase of Term Life Insurance in the amount of $20,000 for half-time employee.

The accidental death/dismemberment and conversion rights will be provided as long as they are available through the insurance carrier.

ARTICLE 20 – HOSPITALIZATION INSURANCE

The Tecumseh Local School District will offer the United Health Care Core Plan with the option for bargaining unit members to enroll in the UHC Buy-Up Plan (the 2009-2010 Plan.) Those bargaining unit members who enroll in the UHC Buy-Up Plan (the 2009-2010 Plan) will pay *17*% of the Core Plan premium for 2013-14 as well as the difference in monthly premium costs between the Core Plan and UHC Buy-Up Plan (the 2009-2010 Plan.)

Payment for the Core Plan hospitalization insurance shall be as follows:

<u>2014-2016</u>

83% shall be paid by the board for full-time employees.
17% shall be paid by the full-time employee.

The Board will pay 42.5% of the total Core Plan premium for half-time employees.

It is understood that the Core Plan and UHC Buy-Up Plan (the 2009-2010 Plan) provide for prescription drugs, vision care, major medical and emergency hospitalization as well as basic coverage. The Core Plan will offer Single, Employee +kids, and Family coverage. The UHC Buy-Up Plan (the 2009-2010 Plan) will offer Single and Family coverage.

ARTICLE 21– DENTAL INSURANCE

Dental Insurance will be made available to all full-time employees. The cost of dental insurance shall be paid as follows:

75% shall be paid by the Board.
25% shall be paid by the employee.

ARTICLE 22– VISION INSURANCE

Vision Insurance will be made available to employees enrolled in the district hospitalization plan. The cost of vision insurance shall be paid by the Board for the duration of the contract. Said cost will be subject to review if cost increases in excess of ten percent (10%) in any one school year.

ARTICLE 23 – TRAVEL COMPENSATION

The Board will reimburse, at the IRS adopted mileage rate, all teachers who must regularly use personal transportation during the school day to fulfill their contractual duties. Such teachers shall be offered a supplemental contract to cover travel reimbursement. Said supplemental travel contracts shall be effective for a period of not more than one year and shall expire at the end of the contract term without any action by the Board of Education and without any notice to the teacher.

ARTICLE 24 – TUITION REIMBURSEMENT

Approved Masters Program
Each full time, annually contracted teacher shall be reimbursed $78 per quarter hour or $116 per semester hour for approved graduate work done in an approved masters program.

Post Masters Program
Each full time, annually contracted teacher will be reimbursed $62 a quarter hour and $93 a semester hour. Post masters work is defined as graduate work done after a teacher has received a master's degree.

Other Course Work
Each full time annually contracted teacher will be reimbursed at $62 per quarter hour and $93 per semester hour for approved graduate work. Undergraduate work when undergraduate work can be substituted for graduate courses at an accredited university shall be reimbursed at the above rates.

Terms and Regulations for Reimbursement
The teacher must present of earned credits, a grade report, in order to be reimbursed. In order to make a salary class change, a teacher must provide an official transcript from the university from which the courses were taken. Reimbursement shall be made to the teacher only once per course taken and within two pay periods after the teacher's grade report has been filed with the superintendent's office. There will be a one year window for reimbursement from the completion of the course. The maximum number of hours per teacher applicable under this policy shall be equivalent to twelve (12) semester hours or sixteen (16) quarter hours from September 1 through September 1. *Please note that any combination of hours will be transferred to quarter hours and must be under the sixteen (16) quarter hour minimum. If you are taking classes at a college or university that only gives credit in semester hours, you may be reimbursed for a maximum of twelve (12) semester hours.*

ARTICLE 24 – TUITION REIMBURSEMENT *(Concluded)*

The work taken shall be in the teaching field of certification of the teacher or in other work previously approved by the Superintendent or his designee. All graduate work eligible for reimbursement must have the prior approval of the superintendent or his designee. Approval by the superintendent or his designee shall be based on potential for direct benefit to the instructional program of the Tecumseh Local School District.

Hours taken through grants, scholarship, or other sources, at no cost to the teacher, shall be excluded from this program. Certificates for tuition received from a college or university for supervision of student teaching or similar services shall not be applicable under this section.

Teachers must work in the district the year following tuition reimbursement. If the teacher does not work in the district the following year, the teacher will be required to pay back to the district the total amount of tuition reimbursement for previous year.

This requirement will not apply to a teacher who retires or leaves the district due to a reduction in force.

ARTICLE 25– SPORTS MEDICINE CLINICS

Coaches attending the Clark County sponsored Sports Medicine Clinics will be compensated for expenses upon prior approval of the Superintendent or his/her designee.

Personnel employed prior to clinics provided by the County districts shall attend the Clark County Clinics. Personnel unable to attend the Clark County Clinics will be reimbursed registration fees, mileage and meals for attending clinics elsewhere upon approval of the Administration.

All reimbursements shall be as follows:

- Expenses for initial certification:
  Registration, if any, and travel and meals at the Board adopted rate.

- Expenses for update to certification:
  Registration, if any, and travel at the Board adopted rate.

ARTICLE 26 – INDUSTRIAL TECHNOLOGY

In order to keep the Industrial Technology Program functioning properly, it is necessary to spend extra time on periodic maintenance, adjustment, and repair of equipment and facilities.

So that proper control of the additional time can be maintained, the following procedures should be used:

a. Teachers should submit a list work to be done over the summer and estimated time needed to the principal by May 15.

b. Teachers should discuss and get approval from the building principal for jobs requiring ten (10) hours or less. Requests for more than ten (10) hours should be submitted to the central office staff person in charge of such maintenance.

c. If approved, the rate of pay would be as indicated on the supplemental Salary Schedule.

ARTICLE 27 – ACADEMIC FREEDOM

The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning and in which academic freedom for teacher and student is encouraged.

No special limitations shall be placed upon study, investigation, presentation and interpretation of facts and ideas concerning man, human society, the physical and biological world, and other branches of learning, subject only to accepted standards of professional educational responsibility by members of the professional staff. Freedom of individual conscience, association and expression will be encouraged and fairness in procedures will be observed both to safeguard the legitimate interests of the school and to exhibit by appropriate examples the basic objectives of a democratic society.

Academic freedom requires that all sides of an issue should be explored, and deliberate or negligent failure to present issues in a fair manner will not be acceptable. Opinions or theories should be identified as such to students and professional staff members.

ARTICLE 28 – TEACHER PROTECTION AND STUDENT DISCIPLINE

When, in the judgment of a teacher, a student requires the attention of pupil-personnel employees or other specialists, he/she will so inform the principal or designee either orally or in such writing as may be required, using forms provided, for referral to certain services. The principal or designee, after consultation with the teacher, will arrange, if necessary, for a conference with the teacher, and the service specialist to discuss the problem and to decide upon appropriate actions.

A teacher may refer to the principal or designee for appropriate action, a pupil who seriously interferes with the learning opportunities of other children in the classroom. The teacher shall communicate in writing (or, in person, in cases of extreme emergency) the nature of the problem to the principal or designee. If such communication is done in person, a written report must be filed with the principal or designee as soon as possible and ordinarily no later than the close of the school day. A standard check list referral form shall be used within each school for such referrals.

The teacher may recommend in this referral that the pupil be detained outside the classroom for a minimum of the remainder of the class period. If such recommendation is made by the teacher, the principal or designee is obligated to give it immediate consideration.

In the event that the referred pupil refuses to comply with the teacher's directive to report to the office, the teacher may request direct office assistance.

ARTICLE 28 – TEACHER PROTECTION AND STUDENT DISCIPLINE (*Concluded)*

The principal or designee shall investigate the referred case as soon as possible and take such action as is necessary. When in the absence of the principal, the designee at his/her discretion may contact the principal or Central Office personnel for assistance. The teacher shall be notified of action taken and, if in disagreement with said action, may discuss the decision with the building principal. Teachers may contact the Assistant Superintendent directly regarding discipline concerns.

When other appropriate measures have been taken with disruptive students and when, for the purpose of using the staff most effectively, it has been determined by the Assistant Superintendent, after consultation with professional staff involved and the Association, that a larger number than usual of pupils who constitute serious behavioral problems are placed in an individual teacher's class or classes, it may be necessary to give appropriate recognition of this situation by providing the teacher with small classes and/or more frequent relief periods.

At the beginning of each school year, in each school building, teachers shall be informed of the procedures that will be used by the principal or his/her designee to deal with a pupil referred to the office for seriously interfering with the learning opportunities of other children in the classroom or for other disciplinary reasons. These procedures should be part of the student discipline code and should be posted. In cases where teachers must refer a particular student repeatedly, the principal, or his/her designee, shall inform the teacher what specific procedures are being followed and work closely with the teacher to help eliminate the problem.

The teacher recognizes that the authority to suspend rests solely with the building principal as prescribed by law.

A teacher may also, within the scope of his/her employment, use and employ such amount of force as is reasonable and as necessary to quell a disturbance threatening physical injury to others, to attain possession of weapons or other dangerous objects upon the person or within the control of the pupil, for the purpose of self defense, or for the protection of persons or other property. In the event such above actions become necessary or in the case of aggravated assaults upon the teacher, the situation will be reported as quickly as possible to the building principal or immediate supervisor in writing, giving in detail the instances thereof.

In the event of a school-related assault on a teacher, the Board attorney shall inform the teacher of his/her legal rights. In addition, if litigation becomes a possibility, the Board will have an official representative made available to cooperate with the teacher and the teacher's counsel toward the protection of said teacher's rights.

ARTICLE 29 – MATERIALS AND RESOURCES

The Board shall make available to principals and professional staff a district level inventory of textbooks, major equipment and major resource items.

The Board shall continue the ordering of materials necessary for the normal operation of the education program. At the beginning of the school year, thereafter, or at other appropriate times, the Administration shall make known to the teachers the types and quantities of supplemental materials, resources and equipment available and on hand for the current year and shall make known to the principal and teachers of each school or department the amount of funds available for additional materials, resources and equipment which may then be requested by the teachers, by buildings, or departments.

Amounts budgeted for buildings or departments shall be equitably divided among buildings or departments, but due allowance shall be made for imbalances necessitated by change of program, change of textbooks, or needs of meeting sate minimum standards.

The Central Office shall forward to principals, department heads or appropriate staff, letters or flyers concerning area educational programs or opportunities received by the Central Office. It shall be the responsibility of the recipients of these notices to post or otherwise notify the appropriate teachers of these opportunities.

The following supplies shall be made available in the office to the teachers at no charge. These supplies may be requisitioned through the building or department budgets:

paper clips	erasers
staples and staplers	tape - masking, transparent
thumb tacks	glue
magic markers	file folders
marking pencils or pens	construction paper
chalk	stencils

ARTICLE 30 – TEACHER WORKROOMS

A teacher workroom in each building shall be provided. Sufficient equipment shall be made available to enable the room to be used effectively for daily preparations of educational materials and as a professional center. The equipment shall be maintained in good working order, and the Teacher/Principal/Liaison Committee in each building shall monitor the condition of the room, equipment, and supplies therein. In the event of a dispute as to the condition of the room and equipment, the Administration shall report the same to the Central Office for investigation and action.

Equipment available for teacher use in teacher workrooms shall be recommended by the Building Liaison Committee.

ARTICLE 31 – LUNCH PERIOD

Every teacher will have a thirty (30) minute, uninterrupted, duty-free lunch period each day. Teachers are expected to remain at the school building during the lunch period under normal circumstances. Teachers may leave the building during this period if they first notify the principal or his/her designee of their intention to do so. However, no more than 1/5 of the teachers may be out of the building at the same time. The principal will deny permission for other teachers in excess of 1/5 to leave the building except in emergency situations.

If more than one-fifth (1/5) of the teachers in any building request such permission regularly, arrangements will be made to rotate the permission among teachers in an equitable manner.

It is understood that normal building procedures for coming and going and regarding punctuality will be in effect and a sign-out and sign-in may be used.

ARTICLE 32 – LESSON PLANS

1. Daily plans will be available on teacher desk or work table during the instructional day. Principals will randomly check plans to make sure they are complete. If the plans are not complete, the first time will be a verbal warning and the second offense will require the teacher to submit his/her plans for the remainder of the school year on the Monday prior to the start of the week. Principals retain the right to require a 1st, 2nd, or 3rd year teacher in the district to prepare and submit current week lesson plans by Monday, prior to the start of the student day, should problems occur.

2. All teachers will prepare a detailed substitute folder that will be available in the classroom.

3. Lesson Plans may be submitted electronically.

ARTICLE 33 – PLANNING TIME

Planning and preparation time shall be allotted to all members of the bargaining unit, which time shall be used primarily for planning and preparation of lessons and classroom activities. For those bargaining unit members who do not have regular classroom assignments, planning time shall primarily be used for other work-related duties.

Meetings, duties, and other interruptions during planning time will be kept to a minimum.

Planning time for elementary teachers is recognized as a vital need for effective instruction.

Teachers in elementary school buildings shall be provided with no less than two hundred eighty (280) minutes per week of scheduled planning time. Teachers in elementary school buildings shall be provided with planning time to include a unit of no less than forty (40) minutes during the student day. An effort will be made to avoid interruption during such planning time, and if conditions shall be such as to cause the loss of any part of the teacher's planning time, arrangements shall be made for making up such loss within the next five (5) school days.

ARTICLE 34 – SIGN-IN SHEETS

Teachers will check in upon arriving at their school or work station each morning by initialing a sheet designated for this purpose. Such check-in shall be a representation that the teacher has reported for duty. Teachers need not indicate the exact time of arrival upon checking in if such check-in occurs at or before the designated hour. Teachers arriving after the normal time for reporting for duty shall immediately report to the principal's office and sign in with an indication of the time of such check-in.

Teachers need not sign out if they remain on the job during the normal school day, but shall report to the principal's office if leaving the building or work station before the normal time, unless prior arrangements have been made with the building principal.

The check-in sheet shall be posted in a convenient place for teachers until the designated time for reporting for duty; thereafter, it shall be taken to the principal's office to be used for checking the presence of the teacher and for checking in any teacher who is tardy.

ARTICLE 35 – INTERIM REPORTS/PROGRESS BOOK

There shall be interim reports by classroom teachers and such other specialists (music, physical education, for example) when pupil progress is unsatisfactory. Such interim reports shall comply with or exceed the State Minimum Standards for the grades involved.

Interim reports shall be made in writing and a copy filed in the principal's office.

K-5 teachers may use the present interim report forms supplied by the Board, or may make alternate interim reports to fit individual needs. Such alternate interim report forms will be submitted to the building principal for review and approval. It is intended that interim reports should not be limited to deficiency reports, but should also include positive items when possible.

The proper use of interim reports may be one basis for evaluation of the teacher, but such evaluation shall not be made solely on the basis of the number of such reports, if any, but rather on their effective use in motivating the students and informing the parents and students of educational achievements or problems.

Within available resources of personnel and equipment, interim reports shall be addressed by the building office. If addressed by the building office time deadlines will be set by the building principal.

Interim reports, if needed, should be made during the fifth week of each grading period. Each teacher should make the reports when, and as often as responsible teaching requires. If an interim is being generated for students in grades 6 through 12, a comprehensive interim should be prepared using Progress Book and will be distributed by the Guidance Office.

ARTICLE 36 – BUILDING AND DISTRICT STAFF MEETINGS

Faculty meetings may be scheduled before or after the student day at the discretion of the principal. Such meetings shall be held to a reasonable length of time, thirty-five (35) minutes under normal conditions, and the time before or after the student day shall not exceed a total of sixty (60) minutes per month. Any meetings outside of the contracted day must be called by the superintendent.

The holding of faculty meetings does not preclude the principal holding other meetings of a voluntary nature. Failure to attend such voluntary meetings shall not result in disciplinary action nor shall any other form of administrative action take place as a result of non-attendance.

The tentative agenda for regular faculty meetings shall be posted twenty-four (24) hours prior to the meeting.

The building principal reserves the right to call emergency meetings when conditions warrant.

The district Superintendent reserves the right to call up to two (2) district-wide staff meetings per year when conditions warrant.

ARTICLE 37 – COMMITTEES

As members of the teaching profession, teachers recognize the importance of serving on committees that address educational matters in buildings or in the system. Membership on committees which require time over and beyond the teacher's normal work day shall be voluntary in nature. Membership on teachers' committees which function during the normal working days and which are formed to assist in improving or carrying out the educational program of a building or the district, may be assigned by the principal or the Superintendent. Every effort will be made to fill committees with volunteers.

Committees created by the Administration and approved by the Board, shall be allowed released time for such committees or, if required to work beyond the teacher's normal school day, or during times that school is not in session, participating teachers shall be compensated at the hourly rate as established on the Supplemental Salary Schedule. Exceptions may be made to the salary schedule in the event of stipends for federal programs or special grants.

All committees should function according to the following procedures:

1. All members will have a right to be heard regarding all business of the committee.

2. Actions and recommendations of the committees will be the result of consensus among the members.

3. Committees will meet in an atmosphere conducive to their work.

4. The committee chairperson will appoint someone to record the committee's business and to write the committee's report and/or recommendations where appropriate.

5. Committee members will have the right to file minority reports and/or recommendations.

ARTICLE 38– LIAISON COMMITTEES

Teacher/Principal Liaison – (Building Liaison)

A. By October 1 each building staff will elect a Liaison Committee for each building which will meet with the principal once every month during the regular school year unless altered by mutual consent. The purpose is to review, discuss, and cooperatively attempt to resolve building issues and concerns.

B. The Building Liaison Committee will consist of three (3) members in each elementary and five (5) members in the middle and six (6) members in the high school. The building Principal will be considered a committee member in all buildings. At least one (1) member of the Liaison Committee will represent their building at the District Liaison meeting.

C. The Liaison Committee shall elect a Chairperson at its first meeting each year who shall prepare agendas and conduct the meeting. The chairperson will provide all Liaison Committee members, including the principal, with a copy of the agenda at least twenty-four (24) hours in advance of the meeting. Each member shall have the right to have matters placed on the agenda and all teachers in the building shall receive copies of the minutes of the meetings. Members are encouraged to take their concern to the principal to see if the issue can be resolved before sending the issue to building liaison.

Association/Superintendent Liaison – (District Liaison)

A. By November 1, an Association/Superintendent Liaison Committee shall be established to facilitate communication between the Association and the District Administration. The purpose of this Committee is to provide a forum for communications regarding issues pertaining to the smooth functioning of the educational system.

B. The Committee will consist of the Association President, one (1) representative from each building, the Superintendent, and/or his/her designee. A Chairperson who shall jointly prepare the agenda in cooperation with the administration will be selected by the Association.

ARTICLE 39 – SUMMER SCHOOL PROCEDURES

Applications for summer school positions should be submitted to the Central Office once the positions(s) have been posted. Every effort will be made to inform teachers of the summer school program and the possibility of employment as early as possible.

Summer school applicants must be properly certificated and will be interviewed and supervised by the appropriate summer school principal. Selection criteria will be as follows:

A. Identification of the teacher as the best qualified teacher for teaching the particular summer school course; according to types of degrees held, certification, experience, and recommendations.
B. If two (2) or more teachers are equally qualified, preference shall be given to a teacher regularly employed by the District.
C. If two (2) or more teachers with equal qualifications are both employees of the District, teachers who teach the same subject in the regular school year will be given preference.

ARTICLE 40 – PARENT-TEACHER CONFERENCES

Parent-Teacher conferences are to be scheduled for the purpose of improving communications between the school and home. It shall be the responsibility of each teacher to accurately report the complete progress of the student and to openly discuss any concern with the parent.

Formal parent-teacher conferences will be conducted twice a year as scheduled on the school calendar. Each building principal, in cooperation with all staff members, shall determine the best procedures for conducting these conferences. It shall be the teacher's responsibility to schedule and conduct the parent-teacher conferences during the regularly scheduled district times. The teacher may also reschedule the conference, if necessary with best effort to be made to hold all conferences within the regularly scheduled time.

Conferences which involve persons in addition to the parent and teacher should be conducted with the building principal present; except when the teacher desires or agrees to such conference. When the principal is involved, he/she shall be the person responsible for the conduct of the meeting.

Parent-teacher conferences which are requested by the parent, through the building principal, shall be coordinated with the teacher as to the purpose and time of the conference.

Teachers may use the Tecumseh Local Schools' Parent Teacher Conference Notice form, as prescribed by the Board, when scheduling conferences.

ARTICLE 40 – PARENT-TEACHER CONFERENCES (Concluded)

Teachers in grades K-5 may request additional time (up to three (3) hours) for fall parent-teacher conferences during the school day. The schedule of parents for all fall conferences must be provided to the building principal with the request for additional time for conferences during the school day. The Tecumseh Local Professional Leave Form and approval process will be used for this activity.

This provision of "additional parent-teacher conference time during the school day" will automatically expire at the end of this contract unless the Board and Association agree to extend.

Tecumseh Local Schools

Parent-Teacher Conference Notice

Date

To the Parents of _____,

The Tecumseh Local Schools are preparing for parent-teacher conferences to occur on the evenings of _____and _____. Because your child continues to perform successfully in school, I do not feel that a conference is needed at this time. Your child's progress will be reflected on the end of the quarter Progress Report.

Please complete the form below and return it to me as soon as possible. If you feel the need for a conference, please indicate such and I will schedule a time to meet with you.

Respectfully,

(Teacher Signature)

PLEASE RETURN THIS FORM TO YOUR CHILD'S TEACHER

Student: _____Grade_____ Teacher_____

Please check:

_____I am satisfied that a conference is not needed now.

_____I do want a conference. Please contact me to schedule a time.

_____ _____

Parent/Guardian's Signature Daytime Telephone Number

ARTICLE 41 – USE OF THE PUBLIC ADDRESS SYSTEM

The principal or his designee shall provide for proper use of the public address system to avoid unnecessary interruption of classes. Regular announcements shall be made at the beginning and closing of the school day, and classroom interruption shall be permitted only for emergency announcements.

ARTICLE 42 – CLASSROOM VISITATIONS BY PARENTS AND PATRONS

The Board and the Association support and encourage parent and community interest and involvement in the schools, including visitation to the building. To avoid excessive disruption of the educational process by uncontrolled visitation, prior arrangements or notice of visitation should be arranged when possible. All visitors must check in at the principal's office upon entering the building and shall inform the principal as to the room of the teacher to be visited. Visitors shall cause a minimum of disruption to classes or other programmed events and shall identify themselves and the purpose of the visit before entering the classroom. If a visitor arrives without notice at a time when scheduled classes or events make such visit disruptive or inappropriate, the teacher should notify the principal; and the teacher and principal should make every effort to reschedule the visit. Electronic recording devices or cameras should not be used by visitors without prior approval by the teacher and principal.

ARTICLE 43 – COMMUNITY PUBLIC RELATIONS

The Association and the Board recognize the desirability of an organized and continuing program of public relations. The Association, Board, and Administration share the responsibility of organizing such a program and providing the necessary personnel to make it an effective and continuing project.

ARTICLE 44 – PROCEDURE FOR RESOLVING PARENT AND/OR STUDENT COMPLAINTS AGAINST PROFESSIONAL STAFF

Community and school communication ideally should be such that most complaints may be resolved through personal conferences at the school level. Various avenues of contact between teacher, pupil, parent, principal and other appropriate staff personnel should be pursued.

In the event that an administrator would make a judgment in opposition to the actions of a teacher, said administrator shall hold a conference with the teacher involved prior to making a final decision. During such a conference the teacher shall have the right to answer all charges made. During any such discussion the teacher may be accompanied by counsel and/or an Association representative of his/her choosing.

In the event any of the parties involved is dissatisfied with the decision, the decision may be appealed through the appropriate administrative channels. The teacher may be accompanied by an Association representative throughout the appeal procedure.

Conferences between the Board and a teacher/teachers resulting from complaints filed with the Board shall be private or public at the option of the teacher.

ARTICLE 45 – TEACHER PERSONNEL RECORDS

There shall be two (2) permanent files for each teacher. These files shall be confidential.

Personnel records shall be available for public review except for matters which are exempted by law as set forth in R.C. 149.43 (A)(1):

1. Confidential law enforcement investigatory record.
2. Medical record.
3. Trial preparation record.
4. Any other records the release of which is prohibited by state or federal law.

Individuals, other than appropriate school personnel, wishing to review personnel records shall make the request to the Public Records Officer.

A. The Public Records Officer will comply with Section 149.43 of the ORC. All public records responsive to the request shall be promptly prepared and made available for inspection to any person at all reasonable times during regular business hours and during this time the teacher will be notified.

B. Unless specifically required or authorized by state or federal law or in accordance with division (B) of this section, no public office or person responsible for public records may limit or condition the availability of public records by requiring disclosure of the requester's identify or the intended use of the requested public record.

ARTICLE 45 – TEACHER PERSONNEL RECORDS (Concluded)

C. A public office or person responsible for public records may ask a requester to make the request in writing, may ask for the requester's identity, and may inquire about the intended use of the information requested, but may do so only after disclosing to the requester that a written request is not mandatory and that the requester may decline to reveal the requester's identity or the intended use and when a written request or disclosure of the identity or intended use would benefit the requester by enhancing the ability of the public office or person responsible for public records to identify, locate, or deliver the public records sought by the requester.

D. If the request is made in person, the requester will review the records in the presence of the administrators designated to maintain such records.

E. The requestor will make no alterations or additions to the record nor remove any materials there from.

F. If the request is made in writing, a copy of the form will be placed in the personnel file.

The second file, containing all materials, except personal references, related to initial employment, shall be kept at the teacher's assigned school in the principal's office. An individual teacher shall have the right to examine this file at any time without notice, but in the presence of the building administrator. If the teacher desires copies of any of the contents so examined in his/her file, such copies will be furnished at a cost per board policy.

If the teacher feels any material in his/her personnel file is derogatory to his/her conduct, service, character or personality, he/she shall have the right to submit a written answer to such materials, and his/her answer will be reviewed by the assistant superintendent and attached to the file copy.

If and when a teacher and the assistant superintendent agree that there is evidence that certain material in the teacher's file is irrelevant, untimely, inappropriate or incorrect, such material shall be removed from the file or corrected.

Information placed in the teacher's personnel file, at the Board Office or principal's office shall include the initials of the administrator placing the material in the file, with the date the material was placed in the file. The teacher will receive a copy of all materials when placed in the file.

The member may submit letters of merit which shall be placed in his/her personnel file.

Anonymous letters or materials shall not be placed in a member's file nor shall they be made a matter of record.

The contents of the personnel files of a member shall not be disclosed to any person not authorized by the provisions of this contract, or in writing by the member.

ARTICLE 46 – LPDC STRUCTURE

A. Committee Scope: The LPDC will:
- operate as a district committee,
- become knowledgeable regarding licensing regulations and endorsements,
- be knowledgeable regarding staff development and school improvement plan for Tecumseh Local Schools,
- accept and approve Individual Professional Development Plans (IPDP),
- grant prior approval and final approval for professional development activities including Continuing Education Units (CEUs) for certificate/license renewal, and
- determine a recommendation regarding certificate/license renewal.

B. Committee Size and Composition: The LPDC shall consist of nine (9) members including five (5) teachers and four (4) administrators.

C. Committee Selection: The five (5) teacher members and four (4) administrator members of the LPDC will be appointed by the school board. Teacher representatives will be filled by recommendation of the TEA president. Administrative representatives will be filled by recommendation of the superintendent.

D. Committee Term Lengths: LPDC members will serve two (2) years and two (2) months per term beginning August 1 and ending September 30. New Members will have voting rights after an orientation period that will occur between August 1 and September 30.

E. Filling Committee Vacancies: Vacancies that occur during terms will be filled by the Superintendent or the President of the TEA. Among teacher representatives, vacancies will be filled by recommendation of the TEA President. Administrative vacancies will be filled by recommendation of the Superintendent.

F. Frequency of Committee Meetings: LPDC meetings will occur once per month from September through November and January through May. Meetings in December and from June through August will occur as needed as determined by the members of the committee.

G. Committee Stipends: Committee salary will be established by the board of education and coincide with the hourly summer committee rate as established by the Tecumseh Local Master Agreement. This is for all meetings that take place outside the contracted work days.

H. Committee Chair: The LPDC chairperson will be selected by the committee members. The chairperson will set the agenda and call the meeting to order.

I. Committee Recorder: The recorder for the committee will be required to keep the minutes of the meeting. Copies of these minutes will be provided to the LPDC members, superintendent and TEA president.

J. Committee Communication with School Staff: The LPDC will communicate with school staff through the *Staff Update*, building level meetings, and school bulletins.

ARTICLE 47 – CORE SUBJECT BENCHMARK DATA ANALYSIS

Grades K-5 general education teachers, grades 6-8 core general education subject teachers, and any K-8 Intervention Specialists who teach OAT and/or OGT tested subject areas (all who administer quarterly benchmark assessments and submit the data to the building principal) will be provided with one-half (1/2) school day at the end of each nine (9) weeks for benchmark data collection and analysis. Meetings of building grade level teachers or departments will be scheduled using the Tecumseh Local Professional Leave Form and approval process.

ARTICLE 48 – OPEN HOUSE

The Administration and the Tecumseh Education Association agree that teacher attendance at Open House is beneficial to building a relationship with the students, parents and the community of the Tecumseh Local School District.

Teachers must attend fall Open House for their assigned building for a minimum of two (2) hours. All district open houses will be scheduled to be one and one-half (1 ½) hours in length. In exchange, the district has scheduled Inservice days on Fridays. Teachers will work from 7:30 a.m. to 12:30 p.m. on these days. Attendance at the four (4) two-hour delayed starts will not meet the requirement of Article 48.

Teachers who do not attend Open House without prior approval from the superintendent must attend all three (3) Inservice days from 7:30 a.m. to 3:00 p.m.

For documentation purposes, teachers will sign in at the building office as they arrive for Open House.

ARTICLE 49 – TEACHER APPRAISAL REVIEW COMMITTEE

Due to the recent legislative mandates, the teacher appraisal program will be standards and student growth based. Any changes to the law will require the committee to meet and make recommendations to the Association for ratification. The Committee shall be comprised of one (1) teacher representative from each elementary building, two (2) teacher representatives from the middle school, and two (2) teacher representatives from the high school, all of whom shall be appointed by the Association. The district will select two (2) administrators to serve on this committee.

One (1) teacher and one (1) administrator shall be selected from the appointed teachers and administrators to co-chair the committee.

At any time during the life of this contract, when agreed upon by the Superintendent and the Association President, this committee can be reconvened. Any changes must be approved by the Board of Education and the Association through a Memorandum of Understanding.

ARTICLE 50 – TEACHER APPRAISAL PROGRAM

Evaluations of teachers shall be based upon objective observations of their work performance. During the 2012-13 school year the OTES Committee created a new teacher evaluation procedure using *Ohio Teacher Evaluation System* as a foundation.

The procedure ratified by the Association and the Board shall be incorporated into the Master Agreement and will go into effect beginning with the 2014-2015 school year. Subsequent changes/revisions to the adopted evaluation procedure shall be subject to ratification by the Association. In the event of legislative action by the Ohio General Assembly impacting teacher evaluation, the representatives of the parties shall meet to consider the changes. If representatives of both the Association and the Board agree to implement any of the changes during the term of this contract, agreement on those specific changes shall be documented in a MOU executed by both parties. If any of the legislative changes are not agreed upon in an MOU by representatives of both the Association and the Board, the changes will be deferred for consideration until bargaining for the next negotiated agreement of the parties.

The committee will meet annually to review the model and make suggestions for any needed changes. Any changes must be approved by the Board and the Association through a memorandum of understanding.

ARTICLE 51 – SICK LEAVE

A. General rules pertaining to Sick Leave:

1. The total accumulated sick leave credit for teachers shall not exceed two hundred seventy (270) days.

2. For contract teachers, sick leave shall accumulate at a rate of fifteen (15) days per year. All such teachers shall receive credit for one and one-fourth (1-1/4) days of sick leave per month. In addition, unused personal leave of up to three (3) days may be credited to sick leave accumulation at the end of each contractual year.

3. Each new teacher can be credited with five (5) days of sick leave, which may be used as provided by law (O.R.C. 3319.141) after beginning employment, but before sick leave has accumulated as provided above. The line on the sick leave form requesting this credit must be initialed by the employee at the time of request. If any of these five (5) days of leave are used, it shall be deducted from the total sick leave which may be accumulated during the first year of service.

ARTICLE 51 – SICK LEAVE (Concluded)

4. It shall be the responsibility of each teacher to transfer any unused sick leave from a previous employer to the office of the Treasurer. When a former teacher of the Board returns to the employment of the Board, unused accumulated sick leave shall be reinstated in full unless lost by prior conversion to pay upon retirement. In no case shall the accumulation of sick leave credit exceed the maximum allowed in this district at the time of such transfer.

B. Sick leave with pay may be used for the following purposes:

1. For absence due to personal illness, pregnancy, injury or exposure to contagious disease which could be communicated to others.

2 For absence due to medical appointments, illness or injury in the teacher's immediate family. Immediate family shall be defined as spouse, significant other, grandparents, grandchildren, parents, parents-in-law, children, step-children, foster children, brother, or sister. Immediate family shall also include any other permanent resident living in the employee's household.

3. For absence due to death in the immediate family of an employee.

   a. Up to five (5) days with full pay may be allowed in each case of death of the employee's: father, mother, sister, brother, spouse, child, step-parent, step-child, foster child, foster parents, and children-in-law.
   b. Up to three (3) days with full pay may be allowed in each case of death of the employee's: parents-in-law, brother-in-law, sister-in-law, grandparents or grandparents of spouse, grandchild, aunt, uncle, first cousin, niece or nephew, and any other person who is a permanent resident of the employee's household.
   c. Two (2) additional days may be granted by the Local Superintendent when such is warranted.

C. The principal or designee shall be notified as soon as possible prior to the absence, by any teacher who wishes to use sick leave in accordance with the above procedures.

D. When a teacher is absent, on sick leave, a written and signed statement must be furnished by the teacher on forms prescribed by the Board.

TECUMSEH LOCAL SCHOOLS
APPLICATION FOR SICK LEAVE

EMPLOYEE'S NAME_____

Date Submitted _____ School Assigned_____

No. of Days Approved _____ No. of Days Pay Deduction _____ By_____

The undersigned says he/she is hereby making application for the use of sick leave as provided in Revised Code 3319.141 and that the use of such sick leave is justified for the following reason:

1. Reason for use of sick leave:

   A. _____ Personal Illness/Injury C. _____ Quarantine

   B. _____ Illness in Immediate Family D. _____ Death in Immediate Family

2. If A, B or C is checked above, was medical attention required? Yes ___ No ____

3. If "yes," please state location of the facility and the dates consulted:

   Location of the Medical Facility (City) _____
   Dates Consulted _____

4. If "D" is checked above, please give the name, address and relationship of such members of your immediate family:

   Name _____ Relationship_____
   Address_____

I hereby request _____ ($^1/_4$, $^1/_2$, 1, etc.) day(s) of sick leave beginning _____AM/PM,

_____, and ending _____ AM/PM, _____.
(date) (date)

_____

Signature of Employee Last four digits of SSN

IF DISAPPROVED, STATE REASONS:

Please initial below if you are requesting an advancement of your sick leave.
_____Sick leave advancement request. In certain situations, five days of sick leave may be advanced an employee with no accumulation. Please contact payroll for further details.

ARTICLE 52 – SICK LEAVE BANK

A. Purpose

1. To loan additional days of sick leave to association members who experience serious health conditions (or catastrophic illness) or whose immediate family (spouse, child, parent) experience serious health conditions (or catastrophic illnesses). [Catastrophic illnesses/serious health conditions are characterized by a period of incapacity of at least thirty (30) calendar days. In addition to the long period of incapacity, the person experiencing a serious health condition or catastrophic illness must be under the continuing care of a physician. For the purposes of the sick leave bank, maternity leave does not qualify as a serious health condition.]

B. Eligibility

1. Only participating members may use the bank.
2. All accumulated sick leave and any possible advances of sick leave days shall have been used. Also, the member shall not be eligible for disability leave under Ohio State Teacher's Retirement System.

C. Operational Procedures

1. At the beginning of each school year, the association will distribute forms to all members offering them the opportunity to voluntarily donate one (1) day of sick leave to the sick leave bank. The members will complete, sign, and forward the form to the association president by September 30.
2. If at least ten (10) participants are not enrolled by October 1, the bank will not be established for that school year.
3. Applications for loans from the sick leave bank must be made on the sick leave bank application available from the association president. A physician's signed statement is required with each application.
4. The loan application will be reviewed by the Sick Leave Bank Committee of the association and a decision will be made, based on a majority vote of the committee within ten (10) working days of receipt of the request. All decisions of the committee will be final and binding, and not subject to the grievance/arbitration provisions of this agreement.
5. Within five (5) working days of the granting of days from the sick leave bank, the treasurer will post the granted days to the applicant's sick leave accumulation account.
6. The maximum number of days that a member may borrow is twenty (20) days. One (1) extension of twenty (20) additional days may be applied for in the same manner as the original application.
7. The Sick Leave Bank Committee cannot approve more days than the number of days remaining in the bank.

ARTICLE 52 – SICK LEAVE BANK (Concluded)

8. If the bank has unused days at the end of the year, no more than one-hundred (100) unused days will be carried over to the next school year. Any unused days beyond the one-hundred (100) days will not be carried over and will be discarded.
9. If no sick bank days have been used in the prior year then all members that donated to that sick bank that year will not have a day deducted for the following year. If one (1) day or more is used, then all members will be required to donate a sick day to the bank the following year if they would like to participate in the sick leave bank.

   (For example: If a teacher donates in 2014-2015 and zero days are used that year, said teacher will not have to donate in 2015-2016 and his/her sick leave will remain in the bank. Said teacher will need to donate again in 2016-2017.)

10. If, at any time during the duration of the contract, the days fall to zero, all participating members will be asked to donate one day to remain eligible.

D. The Association holds the Board harmless against any and all claims relating to the Sick Leave Bank.

ARTICLE 53 – PERSONAL LEAVE

The Board recognizes the fact that on occasion there are circumstances, not covered by sick leave, that necessitate employee absence from duty. Each employee will have made available three (3) days a year with pay for personal reasons.

Personal leave may be requested for the purpose of conducting personal business, when such business is of a nature that it cannot be conducted after normal school hours or on weekends.

Personal leave may be granted to attend a sudden condition which calls for immediate action.

Personal leave is not to be considered or used for job interviews, entertainment, amusement, hunting, fishing, shopping or as a paid holiday or paid day of vacation. Personal leave may not be used to accompany spouse on business trips nor may it be used in lieu of nor to extend sick days. It may not be used to fulfill the duties of other employment outside of the Tecumseh Local School District. Use of personal leave will be granted during the first or last week of school or on the school day before or the school day after a holiday only when it has been demonstrated to the Superintendent that the nature of the personal business for which the leave will be used was clearly unavoidable. All personal leave after April 30 shall require a written reason.

Up to three (3) days of personal leave may be granted. No more than 10% of the teachers assigned to a building shall be on personal leave from any one building per day. However, the principal may allow more than 10% should documentable sudden conditions exist which call for immediate action. Priority for approval shall be based upon the date of application for personal leave.

Application for such leave shall be made to the building principal at least two (2) days in advance of the leave day or days. The advance notice may be waived by the principal because of the emergency conditions that prevent the possibility of advance notice.

Such personal leave shall not be deducted from sick leave.

Any unused personal leave shall be added to the sick leave accumulation whenever an individual is under the two hundred seventy (270) day maximum. (See Article 18 – Sick Leave Conversion on Retirement)

TECUMSEH LOCAL SCHOOLS
APPLICATION FOR PERSONAL LEAVE

The Board recognizes the fact that on occasion there are circumstances, not covered by sick leave, that necessitate employee absence from duty. Each employee will have made available three (3) days a year with pay for personal reasons.

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Up to three (3) days of personal leave may be granted. No more than 10% of the teachers assigned to a building shall be on personal leave from any one building per day. However, the principal may allow more than 10% should documentable sudden conditions exist which call for immediate action. Priority for approval shall be based upon the date of application for personal leave.

Application for such leave shall be made to the building principal at least two (2) days in advance of the leave day or days. The advance notice may be waived by the principal because of the emergency conditions that prevent the possibility of advance notice.

Such personal leave shall not be deducted from sick leave.

Any unused personal leave shall be added to the sick leave accumulation whenever an individual is under the two hundred seventy (270) day maximum. (See Article 18 – Sick Leave Conversion on Retirement)

Statement of reason from paragraph 4 above:

_____	_____
Name	Building and Position
_____	_____
Last four digits of SSN	Date Application Submitted
_____	Time Out of Building:
Day & Date Requested for Leave	o A.M. - 1/2 Day o All Day
	o P.M. - 1/2 Day o 1/4 Day
	Specify Hours_____

(over)

In accordance with the above stated policy of the Tecumseh Local Schools Board of Education, the following action was taken on this application:

[ ] APPROVED

[ ] REJECTED, FOR THE FOLLOWING REASON:

_____ _____

Date Signature of Principal or Supervisor

Principal or Supervisor: Please forward a copy of formal application to the Board of Education office with other payroll information, if approved. If rejected, forward immediately.

ARTICLE 54 – PROFESSIONAL LEAVE

Professional leave granted to employees as provided under provisions of Section 3313.20, Revised Code of Ohio.

A. When it is evident that attendance at a convention, conference or other professional meeting will contribute to the effectiveness of the instructional program, the Superintendent, with reasonable limitations as to time and number of individuals involved, may recommend to the Board the granting of professional leave.

B. Any employee may receive compensation and expenses for days on which he/she is excused by such Board for the purpose of attending professional meetings. The Board may provide and pay the salary of a substitute for such days.

C. Request for professional leave shall be made on forms provided to the Superintendent through the building principal. All requests must be received in the Superintendent's office at least five (5) school days prior to the regular meeting of the Board. A description for said professional leave will be attached to the application at the time of submission.

D. Persons attending conventions, conferences or other professional meetings shall submit a short report highlighting the meeting so that the benefits may be shared with other staff members.

Application For Professional Leave

In accordance with the established professional leave policy adopted by the Tecumseh Local Board of Education, I hereby make application for professional leave as follows:

_____ Date of Application	_____ Name of Inservice
_____ Date of Inservice	_____ Location

Will a substitute be needed during the requested leave? Please specify the time you will be out of the building:

○ Yes ○ No

○ AM – ½ day ○ All day
○ PM – ½ day ○ Other _____

<u>A complete expense voucher form with receipts</u> and a short report highlighting the meeting shall be submitted to the Central Office within one (1) month of the meeting.
A description of convention, conference, or professional meeting will be attached to the application at the time of submission.

No reimbursement for expenses incurred by employee's spouse who is traveling with the employee. When the employee stays at a hotel or motel, s/he should ask the innkeeper the rate for double occupancy and the rate for single occupancy. The rate for single occupancy should be shown on the bill and submitted with the expense voucher for reimbursement, with the difference between the single and double occupancy rates being paid by the employee.

Similar action should be taken into account for expenses for transportation and meals, with separate billing for the employee only.

	Anticipated Expenses	Approved Reimbursement
REGISTRATION	$_____	$_____
MEALS	$_____	$_____
LODGING	$_____	$_____
PARKING	$_____	$_____
MILEAGE	$_____	$_____

_____ Applicant's Name (please print)

_____ Applicant's Social Security Number (last four digits only)

_____ Applicant's Signature

To be completed by Building Principal:

Principal's Signature:_____

Date:_____

○ Recommend Approval
○ Recommend Rejection

To be completed by Superintendent's Office:

○ Leave granted without reimbursement
○ Leave granted with reimbursement not to exceed amount indicated above
○ Request for leave rejected

APPROVED BY: _____ **DATE:**_____

ARTICLE 55 – MATERNITY/PATERNITY/CHILD CARE/ADOPTIVE LEAVE

The Board shall grant a leave of absence for maternity/paternity/child care/adoptive leave without pay to any regularly employed staff member.

1. An employee may request a leave of absence without pay for the purpose of maternity/paternity/child care/adoptive leave.
2. In cases of maternity leave, the Employee may use her accumulated sick leave as necessary during her period of pregnancy and following delivery , which shall not exceed six (6) calendar weeks following delivery unless certified in writing as necessary by the Employee's physician. Such request must be submitted to the Superintendent at least thirty (30) days prior to the start of the requested leave of absence except in emergency situations. The request shall state the length of absence desired by the employee and whether the employee desires to use accrued sick leave.
3. The duration of a maternity/paternity/child care/adoptive leave of absence shall be for the remainder of either the semester or the remainder of the school year as requested by the teacher. The teacher who begins the leave prior to April 1 shall notify the Superintendent of intent to return from leave no later than April 1, if the intent is to return in September. The right to return from the leave, other than the beginning of the school year, shall be dependent upon an available opening in the teacher's field of certification.
4. At the discretion of the Board, and upon the recommendation of the Superintendent, a maternity/paternity/child care/adoptive leave requested and granted may be curtailed or terminated prior to the expiration of the full term for which the Board granted the leave. (The section does not apply if the teacher is on sick leave and not on leave of absence.)
5. The continuing contract status of any such employee shall not be adversely affected by maternity/paternity/child care/adoptive leave, but the normal annual salary increment shall not be granted unless one hundred and twenty (120) days of the contract have been fulfilled.

ARTICLE 56 – ASSOCIATION LEAVE

The Association shall be granted six (6) Association leave days or equivalent half-days for the Association President and his/her designee(s). The Association will pay all expenses and the Board will pay for the substitutes.

1. Said leave shall require the approval, in writing, of the Association President. This approval will be on forms provided by the Association.
2. The Superintendent must receive three (3) days notice of said leave. In case of an emergency as determined by the Superintendent, he/she will waive the notice requirement.
3. Said leave shall be to attend meetings, conferences, or other organizational affairs in the process of representing teacher interests in general or to attend for the purpose of securing or obtaining rights of teachers under this contract, the law, rules and regulations affecting teachers of the State of Ohio and/or the United States Government.

ARTICLE 57– ASSAULT LEAVE

Notwithstanding the provision of Section 3319.141 of the Ohio Revised Code, the Board will grant assault leave to cover employees absent due to physical disability resulting from assault under the following conditions:

- Any certificated teacher who must be absent from assigned duties due to physical disability resulting from an assault in the course of, and arising out of the teacher's employment while teaching, or at school-related activities on or off school premises, before, during or after school hours, will be paid his/her full scheduled compensation for a maximum period of fifteen (15) days.
- If permanently disabled, the teacher must apply for disability retirement, and no assault leave shall be granted after such retirement has been approved. The period of such absence, defined in this provision, shall be termed "assault leave."
- Before assault leave can be approved, the teacher shall furnish, to the Superintendent, a written, signed statement describing the circumstances and events surrounding the assault and the cause thereof, including the location and time of the assault, name and address of victims and witnesses. If medical attention is required or sought, the teacher shall also furnish to the Superintendent, a statement of the nature of the disability and its duration which has been signed by a physician licensed in the State of Ohio. The Board will have the option of requiring a medical examination if the teacher does not seek one, but in such case, the Board will pay the physician's fees.
- Assault leave, which is approved by the Superintendent, shall not be charged against sick leave earned or earnable by the teacher, or leave granted under regulations adopted by the Board, pursuant to 3319.08 O.R.C., or any other leave to which the teacher is entitled.
- Both the Association and the Board shall encourage the teacher, in writing, to file appropriate action against the person committing the assault, including criminal charges or civil action, or both, in case of any assault or injuries.

ARTICLE 58 – HEARINGS/JURY DUTY

If a teacher in this District is required by the administration to attend a court proceeding, administrative hearing, or other similar proceeding, during school hours, as a part of the teacher's duties and responsibilities to the District, the teacher shall be paid for the day or portion thereof as a part of regular compensation, and such time shall not be chargeable to the personal or emergency leave of the teacher.

Payment for attendance at negotiation impasse hearings, which are held during the school day, will be limited to the Association president and the spokesperson for the Association's negotiating team. These two (2) individuals will be paid for such time as part of regular compensation with no charge against their personal or emergency leave.

When a teacher is called for jury duty or a court appearance, he/she shall give his/her immediate supervisor proper notice, and the Board will pay the teacher's regular rate for each day absent. The teacher shall surrender his/her payment for court services, excluding court ordered and reimbursed transportation, meals, and room to the Treasurer of the Board. It is the responsibility of the teacher to collect for court services.

ARTICLE 59 – SABBATICAL LEAVE

Sabbatical Leave may be granted to not more than three (3) members of the current full-time annually contracted staff for the purpose of study with the approval of the Superintendent, but without pay, and for a period of time not to exceed one (1) year, provided such member can be replaced by another available competent and qualified teacher.

Teachers eligible for Sabbatical leave consideration shall be those who have been employed by the Tecumseh Local School District for five (5) consecutive years and hold a continuing contract status, or who have been employed by the District for seven (7) consecutive years and hold a Bachelors degree. In cases where the teacher's teaching assignment and field of certification render it appropriate, the Superintendent, in his discretion, may approve a plan for research or travel if such appears to be an appropriate program in lieu of graduate study, but such research or travel will not result in earned credits for salary purposes unless an accredited college or university actually grants such credits which comply with the requirements of the salary schedule effective in this District.

1. The continuing contract status of any such employee shall not be adversely affected by Sabbatical Leave if the teacher returns to duty after giving notice as required.
2. The teacher has the right to return to the District for an assignment to a comparable teaching position (this does not necessarily include a supplemental position), if the request for such assignment is made on or before March 1 prior to the opening of school the following September. If the teacher fails to give such notice or does not return to duty at the end of such leave, the teacher's contract will be considered as terminated for all purposes.
3. A teacher on leave for study must successfully complete a minimum of twelve (12) semester hours per semester of graduate study in his/her related field as approved by the Superintendent.
4. The teacher returning from Sabbatical Leave after proper notice shall be placed on the salary schedule reflecting any earned credits and with no loss or gain in longevity steps due to this leave.

ARTICLE 60 – FAMILY MEDICAL LEAVE

The Board of Education will provide leave to eligible employees consistent with the Family and Medical Leave Act (FMLA). Eligible employees are entitled to up to twelve (12) work weeks of unpaid family and medical leave in any twelve (12) month period. The District will continue to pay the District's share of the employee's health benefits during the leave. In addition, the District will restore the employee to the same or a similar position after the termination of the leave in accordance with Board policy.

In complying with the FMLA, the District will adhere to the requirements of applicable federal and state laws. (Reference TLSD Bylaw and Policy 3430.01)

ARTICLE 61 – TUITION-FREE STATUS FOR CHILDREN OF EMPLOYEES

All employees of the Tecumseh Local School District shall have tuition-free status for their children (children shall be defined as natural children, step-children, foster children, and children where employee is legal guardian) so long as the Tecumseh Local School District maintains an open enrollment status as defined by the State of Ohio and Tecumseh Local Board Policy JECBB. Children of District employees may attend tuition-free, wherever they live.

Should the District choose to no longer participate in open enrollment, as defined above, this Article shall become null and void. Guidelines for admission for a tuition-free status shall be the same as Interdistrict Open Enrollment as outlined in Policy 5113 and 5113A.

ARTICLE 62 – DRUG/ALCOHOL-FREE WORKPLACE

No employee 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, in the workplace.

"Workplace" is the site for the performance of any work done in connection with the school district. 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 (at other sites off school property) or any school-sponsored or school-related activity, event or function, such as a field trip or athletic event in which students are under the jurisdiction of the school authorities.

As a condition of employment, each employee shall notify his supervisor, in writing, 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.

Employees will be given a copy of the standards of conduct and the statement of disciplinary sanctions and will be notified that compliance with the standards of conduct is mandatory. Employees who violate the policy shall be subject to disciplinary proceedings in accordance with prescribed school district administrative regulations, local, state and federal laws and/or the negotiated agreement, up to and including termination. Any employee in violation of this policy may be required to participate in a drug abuse assistance or rehabilitation program approved by the Board.

Employees will be provided the opportunity to participate in a drug-free awareness program to inform them of requirements, services and penalties.

Annually employees will receive a list of local drug and alcohol counseling, rehabilitation and re-entry programs and services which are available in the community. Lists will also be available in the central office.

ARTICLE 62 – DRUG/ALCOHOL-FREE WORKPLACE (Continued)

EMPLOYEE SUBSTANCE ABUSE ASSISTANCE POLICY

The Tecumseh Local School District recognizes that chemical (alcohol/drug) dependence is a treatable illness. The purpose of this policy is to assist employees in obtaining outside professional consultation to help them and their families resolve these problems effectively and confidentially.

The Tecumseh Local School District further recognizes that:

A. A positive attitude and realistic acceptance of these problems as treatable will encourage employees to seek help.

B. Administrative referral to treatment centers in no way jeopardizes an employee's job security or promotional opportunities.

C. It is the employee's option to accept or reject referral suggestions.

D. An employee whose personal problems persistently interfere with the ability to carry out his/her job may be disciplined progressively and suspended or fired. This program is intended to be both a self-help program for employees and a tool for administration to use to help employees who may be having difficulties. This policy is not intended to replace state law.

E. An employee's right to privacy is protected by law. A release of information must be signed if the employee wants another party to become involved.

SELF-REFERRAL

A. An employee who desires confidential assistance will be given a list of recommended treatment facilities.
B. All communication between the employee and the consultant will be confidential, unless the employee signs a release of information.

ADMINISTRATIVE REFERRAL

A. The basis for a referral to a program by an administrator must be:

1. A decline in the work performance, or
2. A series of on-the-job incidents which indicate the possibility of a substance abuse problem.

ARTICLE 62 – DRUG/ALCOHOL-FREE WORKPLACE (Concluded)

B. The administrator should meet with the employee to discuss the performance problem and the possible disciplinary action that could be assessed if the situation continues.

C. After the employee has been confronted with the performance problem, the administrator should advise him/her of the availability of confidential professional assistance, present a list of recommended treatment facilities, and strongly encourage the employee to obtain an appointment.

The final decision to use the program is the employee's.

D. If the employee agrees, the employee contacts the treatment facility of his/her choice to arrange an appointment. It is the responsibility of the employee to arrange for the consultant to contact the administrator to confirm that the appointment was kept.

E. If the employee chooses not to accept the assistance, it should be pointed out that discipline procedures will continue.

F. The administrator should continue to monitor the job performance. If there is continued slippage in job performance, he/she should confront the employee honestly. The administrator must be consistent, with no special favors and no special surveillance.

G. Any final evaluation of the employee's job performance will take into consideration the participation in a treatment program.

H. All information pertaining to the referral is confidential.

This MOU is between the Tecumseh Local Board of Education and the Tecumseh Education Association and shall be effective upon the signature of each party.

The parties agree as follows:

MOU- Teacher Work Days

At the beginning of the school year, the district-wide meeting will be held on the first work day and the building meetings will be held on the following work day. Effort will be made to keep the meetings as short as possible.

	5/5/08	Kerry Cassell TA.	5/5/08
Tecumseh Local School District	Date	Tecumseh Education Association	Date

This MOU is between the Tecumseh Local Board of Education and the Tecumseh Education Association and shall be effective upon the signature of each party.

The parties agree as follows:

The Tecumseh Local School District participates in the Ohio Resident Educator Program. Mentors are compensated annually at the rate of $500.00 per mentee.

	5-14-10	Kerry Cassell	5-14-10
Tecumseh Local School District	Date	Tecumseh Education Association	Date

MEMORANDUM OF UNDERSTANDING
PARTICIPATION IN GRIEVANCE MEETINGS WITHIN THE REGULAR WORK DAY

This MOU is entered into between the Tecumseh Local Board of Education ("Board") and the Tecumseh Education Association ("TEA") and shall be effective upon the signature of each party.

The parties agree as follows:

> The Association member will inform his/her principal a minimum of 24 hours in advance that the teacher would like to participate in a grievance meeting within the regular work day. The time and place of the meeting will be shared. The principal will review the information and if the principal determines that the teacher's attendance at the proposed grievance meeting does not interrupt the student's educational program the teacher will be released to attend the meeting.

The form below shall be used to facilitate this process.

The Board and TEA further agree that, with the execution of this MOU, the grievance filed on February 14, 2008 has been resolved to the satisfaction of both parties.

Jim Gay, Superintendent	9/29/08 Date	Mike Husic, TEA President	9/29/08 Date
		Valerie Edmiston, Grievant	9/29/08 Date

I _____ request to participate in a grievance meeting during the work day
(print Association member's name)

on _____. The meeting is scheduled to take place at _____
(date) *(location)*

beginning at _____.
(time)

I do not believe my attendance at the proposed grievance meeting will interrupt the student's educational program because *(list factors/reasons such as time of departure from classroom, whether the teacher is scheduled to have students in his/her classroom during the designated meeting time, activities which occur in the classroom during the designated meeting time, whether the teacher has arranged for a colleague to voluntarily cover his/her classroom during the designated meeting time, etc.)* _____

_____

_____

_____

_____ _____
Signature Date

Memorandum of Understanding

Re: Elementary Plan Time

This MOU is entered into between the Tecumseh Local Board of Education ("Board") and the Tecumseh Education Association ("TEA") and shall be effective upon the signature of each party.

The parties agree to the following:
On two-hour delay inservice days, elementary teacher meeting will be concluded no later than 9:50. This will allow for teacher prep time prior to the start of the student day.

Middle school and High school teacher meetings will end at a time that will allow for teacher prep time prior to the start of the start of the student day.

Kerry Cassell 6-10-14

Kerry Cassell, TEA President Date

6-10-14

Bradley Martin, Superintendent Date

Memorandum of Understanding

This MOU is between the Tecumseh Local Board of Education and the Tecumseh Education Association and shall be effective upon the signature of each party.

The parties agree as follows:
Teachers will receive compensation for packing/unpacking classroom materials for the purpose of moving from one building to another (Donnelsville to Park Layne and Park Layne to Donnelsville.) Teachers will have the option to take two comp days (to be used during the 2014-15 school year) or one comp day (to be used during the 2014-15 school year) and one additional paid day (at the approved summer rate.) Substitutes will be provided for the comp days.

6-10-14

Bradley Martin, Superintendent Date

Kerry Cassell 6-10-14

Kerry Cassell, TEA President Date

Memorandum of Understanding

This MOU is between the Tecumseh Local Board of Education and the Tecumseh Education Association and shall be effective upon the signature of each party.

The parties agree as follows:

Staff Meetings will begin no earlier than five (5) minutes after the start of the teacher work day.

Kerry Cassell 7-14-14

Kerry Cassell, TEA President Date

7-14-14

Bradley Martin, Superintendent Date