



MASTER CONTRACT

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Between the

MORGAN LOCAL
BOARD OF EDUCATION

and

MORGAN LOCAL
EDUCATION ASSOCIATION

Effective:
July 1, 2014 – June 30, 2017

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PREAMBLE

The Board of Education of the Morgan Local School District, together with the Morgan Local Education Association, recognizes that the development and operation of educational programs of the highest quality for the benefit of the students and their communities is a responsibility which requires for its effective discharge cooperation between the Board, the Superintendent, the Administrative staff, and the teaching staff speaking through their designated representatives. Since these groups have ultimate aim of providing the best educational opportunity for all pupils, relationships must be established and maintained which are based upon this common interest and the concept of education as a public trust and as a professional calling.

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

It is the purpose of this Document to establish the relationship between the Board of Education and the Morgan Local Education Association, and to set forth an orderly procedure for the consideration and resolution of matters of mutual concern.

ARTICLE I **RECOGNITION**

The Morgan Local Board of Education, hereinafter referred to as “employer” or “Board,” recognizes the Morgan Local Education Association, OEA/NEA Local, hereinafter referred to as “Association,” as the sole and exclusive bargaining representative for the purposes of and defined in Chapter 4117 of the Ohio Revised Code, for all professional, non-supervisory personnel, (as certified by the State Employment Relations Board), both full and part-time whether under contract, either verbal or written, on leave, employed or to be employed by the Board performing or to perform any work currently being performed by bargaining unit members or any similar work including by way of illustration only but not limitation, classroom teachers, guidance counselors, librarian, coordinators, tutors and all other bargaining unit members.

Substitutes employed in the Morgan Local School District on a continuous basis in the same assignment for a period of sixty (60) days or more shall be members of the bargaining unit. The employment of substitutes who become members of the bargaining unit shall automatically terminate upon the return to duty of the teacher whom they were employed to replace, or at the end of the school year in which they were employed, whichever comes first. Such termination is automatic, without the need for further notice or action by the Board. The provisions in this Agreement relating to evaluation and nonrenewal do not apply to such substitute teachers. The provisions of Ohio Revised Code 3319.11 and 3319.111 do not apply to such substitute teachers. Substitute teachers thusly employed shall not be eligible for a contract renewal unless specifically approved by the Board.

Positions excluded from the bargaining unit include: Superintendent, Assistant Superintendent, Principals, Dean of Students, Athletic Director, Career Technical and Adult Education Supervisor, Director of Technology and assistants/consultants casual day-to-day substitute teachers, and any other position defined in Sections 4117.01(F), (J), (K) and 4117.01(C)(11) of the Ohio Revised Code.

The Board recognizes that anyone employed in any newly created nonsupervisory position defined in Section 4117.01(C) Ohio Revised Code will be a member of the Association bargaining unit.

ARTICLE II
NEGOTIATIONS PROCEDURE

- A. Either party may initiate negotiations by serving notice upon the other party of a desire to negotiate at least sixty (60) days prior to the expiration of the contract.
- B. A request from the Association shall be sent to the Superintendent. A request from the Board shall be sent to the President of the Association. The negotiations style to be used will be determined by agreement of both parties.
- C. Within fifteen (15) days of the request, the Association President and Superintendent shall arrange a mutually convenient meeting date.
- D. At the initial session, both the Board and the Association shall submit all of their proposals in written form. No additional proposals or issues may be submitted by either party following the first meeting except by mutual agreement of the parties.
- E. Negotiations shall be conducted in executive sessions.
- F. Other than the notice of the opening of negotiations and the announcement of the names of team members, neither party shall submit news releases from the commencement of negotiations until a strike notice is filed.
- G. Before each session adjourns, the agenda, time, and place for the next session shall be mutually agreed upon by the teams.
- H. If negotiations are conducted during regular school hours, released time shall be provided for the Association's negotiating team.
- I. All matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of the collective bargaining agreement are within the scope of negotiations.
- J. Upon the request of either party, a negotiation meeting shall be recessed to permit a caucus of up to thirty (30) minutes. This time may be extended if mutually agreed upon by both parties.
- K. As negotiation items receive tentative agreement they shall be reduced to writing and initialed by a designated person for each party.
- L. IMPASSE PROCEDURE - In the event the parties are unable to reach agreement on all issues submitted for negotiations, either party may declare an impasse and request that all unresolved issues be submitted to mediation. Upon receipt of a written request by either party that an impasse has been declared, within five (5) calendar days a joint request signed by the representative of each party shall be submitted to the Federal Mediation and Conciliation Service to appoint a mediator. If agreement is not reached with the mediator, the Association may initiate the provisions of Section 4117.14(D)(2) O.R.C.

- M. When tentative agreement has been reached on all items, the proposed agreement will be submitted to the Association for consideration and submitted to the Board for consideration.
- N. There shall be three (3)-signed copies of the final agreement and each shall be signed by the President of the Board on behalf of the Board and the President of the Association on behalf of the Association.
- O. Representatives of the Board of Education and the Morgan Local Education Association will meet and proofread the agreed upon contract before printing.
- P. PRINTING OF CONTRACT - Within thirty (30) days after this contract is signed, copies of the contract in a number to be decided upon by the parties shall be prepared. By mutual consent, the Board or the Association itself may choose to prepare copies of the contract to be distributed. Otherwise the contract shall be prepared in a union shop. The Board shall distribute copies to the Board members and School Administrators, and the Morgan Local Education Association shall distribute copies to its members. Unless otherwise requested, all copies will be reproduced and distributed by electronic media. The cost of producing the contract shall be paid 50/50 by the Board of Education and the Association. Undistributed copies shall be shared between the Board and the Association.

ARTICLE III
GRIEVANCE PROCEDURE

- A. A grievance is a claim that there has been a violation, misinterpretation, or misapplication of any provision of this agreement.
- B. A Grievant is a member of the bargaining unit or the Association having a grievance. The grievant has the right to be represented at all levels by the Association.
- C. A day shall mean workdays during the school year. During summer months, days shall mean calendar days, excluding Saturdays, Sundays and legal holidays.
- D. No grievant may be represented by any organization other than MLEA, OEA, or NEA.
- E. A grievance may be withdrawn at any level without prejudice.
- F. Except at Step 1, all grievances shall be in writing and shall include the Article and Section of the Agreement allegedly violated, misinterpreted or misapplied, the date of alleged violation, misinterpretation or misapplication, a summary of the grounds upon which the grievance is filed and the relief sought.
- G. Any grievance not advanced to the next level by the grievant within the time limits provided, unless the time limits are extended by mutual written agreement of the grievant, the Association and the school administration or Board, shall be deemed withdrawn.
- H. Any grievance not answered by the administration within the time limits in that level may be appealed to the next level.
- I. All grievance records shall be kept separately from the employee's personnel file and shall be subject to the same rules and confidentiality as the personnel file except that written grievance resolutions and arbitration awards shall not be considered confidential.
- J. No reprisals of any kind will be taken by any party or participant in the grievance procedure.
- K. In the event the building principal does not have the authority to resolve the grievance, the grievant may file the grievance at Step III.
- L. The grievance procedure shall be as follows:

STEP I: INFORMAL

A grievant and his/her representative, if desired, shall discuss the alleged grievance with the building principal within fifteen (15) days after the grievant knows of the alleged grievance. The grievant shall affirmatively state that this meeting is considered to be the First Step of the grievance procedure in order to implement this process.

STEP II: PRINCIPAL

If the grievance is not resolved at Step I, the grievant shall within ten (10) days of the Step I meeting file a written grievance with the building principal and Association President. Said form shall include date of occurrence, statement of nature of grievance, provisions of the contract allegedly violated, misinterpreted, or misapplied and the relief sought.

The principal shall indicate the disposition of the grievance in writing within five (5) days after receiving the grievance form.

STEP III: SUPERINTENDENT

If the grievant is not satisfied with the disposition of the building principal, the grievant shall, within five (5) days of receipt of disposition, request a meeting with the Superintendent to discuss the grievance.

The Superintendent shall meet with the grievant within ten (10) days of the request.

Within five (5) days of the meeting, the Superintendent shall indicate in writing, the disposition of the grievance.

STEP IV: BOARD

1. If the grievant is not satisfied with the disposition of the Superintendent the grievant shall, within five (5) days from receipt of disposition request a hearing before the Board of Education.
2. Upon receipt of this request the Board shall meet at the next regularly scheduled meeting in executive session with the grievant, any representative(s) and the Superintendent in an attempt to resolve the grievance.
3. After the hearing the board may meet in executive session to discuss the alleged grievance only among themselves and with legal counsel. The Board shall render their decision immediately following the executive session.

STEP V: ARBITRATION

1. The grievant, if not satisfied with the disposition of the Board, may within five (5) days of the receipt of written notice of the Board's action make a written request to the Association that the grievance be submitted for arbitration. The Association will review the request utilizing an internal review procedure adopted by the Association's Executive Board. If the Association determines that the grievance should proceed, the Association shall notify the Superintendent, within thirty (30) days of the receipt of the request of the grievant for arbitration, that the Association will appeal the decision to arbitration. Said notice shall be by personal service or by certified mail, with return receipt requested, to the Superintendent.

2. Within ten (10) days following receipt by the Superintendent of the grievant's request for arbitration, the authorized representative of the Association shall petition the American Arbitration Association to provide both parties with a list of seven (7) names from which an arbitrator will be selected by use of the voluntary rules of the American Arbitration Association. Once the arbitrator has been selected, the arbitrator shall conduct a hearing on the grievance in accordance with the rules and regulations of the American Arbitration Association. The decision shall be in writing and a copy sent to all parties present within thirty (30) days of the hearing. The decision of the arbitrator shall be final and binding on the Board, the Association, and the grievant. The arbitrator shall not have the authority to add, subtract, modify, change or alter any of the provisions of this Collective Bargaining Contract. All expenses for the arbitrator shall be shared equally by the Board and the Association.

ARTICLE IV
ASSOCIATION RIGHTS

Recognition of the Association as the bargaining unit representative shall entitle the Association of certain rights as follows:

- A. A bulletin board in each school on which the Association shall be permitted to post notices and materials. The Association building representative or designee shall have the exclusive responsibility for posting and removing Association notices, and materials subject to reasonable regulations of the Superintendent.
- B. The Association shall have the right to place material in staff mailboxes.
- C. Association building representatives and officers shall have the right to reasonable use of the school telephone and equipment in order to carry out their official Association responsibilities, provided such use does not interfere with teaching responsibilities or orderly conduct of school business. The Association shall pay reasonable expenses for the use of school district telephone calls outside the district and for consumable supplies. Reasonable costs shall not exceed the actual cost incurred by the Board of Education.
- D. Distribution of Association materials through the school messenger service subject to reasonable regulations of the Superintendent.
- E. Be furnished, upon request, the annual adopted budget and appropriations for each calendar year.
- F. Use of school buildings upon written request and approval from the Superintendent at all reasonable hours for meetings. No charge shall be made for use of school rooms. If custodial or cafeteria help is required, the Association shall pay any necessary fees.
- G. Duly authorized representatives of the Association and its representative affiliates shall be permitted to transact official Association business on school property at all reasonable times.
- H. The Association President shall receive a complete copy of the Board agenda and minutes of each meeting, including special meetings. Also, a complete copy of the Board agenda and minutes of each meeting and special meetings shall be posted in each teachers' lounge or in a location accessible to all staff.
- I. Be afforded the opportunity to conduct a general meeting, not to exceed 45 minutes, during the orientation days prior to the opening of school. This meeting shall be within the seven-hour workday and exclusive of the lunch break and shall be conducted in the Morgan Local High School auditorium.

- J. The Board will provide a copy of the School Staff Directory to the Association President and Treasurer upon completion. As any new bargaining unit member is hired, the Association President and Treasurer shall be provided with the same information as contained in the directory for that person.
- K. MLEA Leadership shall be afforded the opportunity to provide input to Committees or task forces which are developed and whose work will directly affect staff members (i.e. evaluation, levies, in-service, curriculum, etc.).
- L. Recognition Exclusivity: The School Board recognizes the association as the exclusive bargaining unit agent for the members of the bargaining unit described in Article I of this Contract. Exclusive recognition means that the School Board will not deal with any other organization or any individual in a manner or for a purpose inconsistent with the terms of this Agreement. Individual contracts of employment with members of the bargaining unit shall in all respects be consistent with this Agreement, which shall be deemed incorporated by reference in such individual contracts.
- M. PAYROLL DEDUCTION OF FAIR SHARE FEE

The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain a member of the Morgan Local Education Association, a fair share fee for the Association's representation of such non-member during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

Notification of the Amount of Fair Share Fee

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

Schedule of Fair Share Fee Deductions

- 1. All Fair Share Fee Payors

Payroll deduction of such annual fair share fees shall commence on the first (1st) pay date which occurs on or after January 15th annually. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date or after the later of:

- a. Sixty (60) days employment in a bargaining unit position or
- b. January 15th.

2. Upon Termination of Membership during the Membership Year

The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction. The deduction of said amount shall commence on the first (1st) pay date occurring on or after forty-five (45) days from the termination of membership.

Transmittal of Deductions

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

Procedure for Rebate

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

Entitlement of Rebate

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

Indemnification

The Association agrees to indemnify and save the Board harmless against any judgements or administrative findings for any costs, expenses, or other liability the Board, its members, its Treasurer, and its employees might incur as a result of the implementation and enforcement of this fair share section provided that:

1. The action brought against the Board must be a direct consequence of the Board's good faith effort to comply with this fair share provision provided, however, that there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to a court order) or misapplies this fair share provision.

2. The Board notifies the Association in writing and within fifteen (15) days of any claim made or action filed against the Board by the non-member for which indemnification may be claimed. Failure of notice shall not void this indemnification provision so long as the Association's rights have not been prejudiced by a lack of notice.
3. The Association will have the right to designate counsel to represent and defend the Board. The Board, at all times, retains the right to select its own counsel if it believes the interest of the Board differs from that of the Association.
4. The Board agrees to give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, to permit the Association or its affiliated organizations to intervene as a party if it is so desired, and/or not oppose the Association or its affiliated organizations' application to file briefs amicus curiae in this action.

The above fair share fee provision shall be an exclusive right of the Association not granted to any other member organization seeking to represent members in the bargaining unit represented by the Association.

N. LABOR MANAGEMENT MEETINGS

The President of the MLEA or designee, the grievance chair and one "floating" member will meet with the Superintendent (or designee) and one or two administrators of his/her choice, on an as needed basis at the request of either side to discuss relevant issues. This procedure is not intended to take the place of the grievance process or the negotiation process.

ARTICLE V
COMPENSATION

A. PAYROLL DEDUCTIONS

Deductions of yearly dues and/or fees shall be authorized for payroll deduction to the Treasurer by the bargaining unit member for the following. The length of deduction should be unlimited.

1. Morgan Local Education Association
2. Ohio Education Association
3. National Education Association
4. Southeastern Ohio Education Association
5. Departments of the Ohio Education Association as found on their yearly enrollment form
6. Health Insurance
7. Annuities
8. Credit Union
9. Direct Deposit. All new hires will be required to use direct deposit.
10. Fund for Children and Public Education
11. United Way
12. Service Credit for STRS/SERS

B. SEVERANCE PAY

1. Severance allowance shall be twenty-five percent (25%) of accumulated sick leave. The amount shall be paid in lump sum to the retiree within thirty (30) days upon the final certification of retirement from active service by STRS to the Morgan Local Board of Education. The maximum number of days shall be 45 days.

C. REIMBURSEMENT FOR TRAVELING TEACHERS

Teachers required to travel to additional buildings within the school day will be reimbursed mileage to that/those building(s) at the rate established by the IRS in the calculation of automobile expenses for income tax purposes. This rate will be effective beginning January 1 of each year. New rates will be adopted January 1 and July 1 of each year.

D. STRS/SERS PICK-UP UTILIZING SALARY REDUCTION METHOD

The Board of Education of the Morgan Local School District hereby agrees with the Morgan Local Education Association to pick-up, utilizing the salary reduction method, contributions to the State Teachers Retirement System or the School Employees Retirement System paid upon behalf of the bargaining unit member under the following terms and conditions at no additional cost to the Board:

1. The amount to be picked up on behalf of each employee shall be the then current percentage of the teacher's mandatory STRS/SERS contribution. The employee's annual compensation shall be reduced by an amount equal to the amount picked up by the Board of Education for the purpose of state and federal tax only.
2. This procedure shall be uniformly applied to all members of the bargaining unit.
3. This program shall become effective and shall apply to all compensation including supplemental earnings thereafter.
4. Any other compensation that is based on the employee's daily rate, including but not limited to: extended service contracts, paid leaves, (including sabbaticals), supplemental contracts, unemployment compensation, workman's compensation, and severance pay, shall be based on the employee's daily gross pay prior to the reduction for STRS pick-up. Each unit member should consider responsibility for compliance with Internal Revenue salary exclusion allowance regulations with respect to the pick-up combination with other tax-deferred compensation plans. If the above stated pick-up provisions are nullified by subsequent Internal Revenue Service rulings, Ohio Attorney General opinions, or other governing regulations, the Board of Education will be held harmless, and this article of the agreement shall be held null and void.

E. INCIDENTAL PAY

Bargaining unit members who tutor, teach summer school, or teach adult classes will be paid at the base teacher salary / 183, divided by 7 = hourly rate.
Bargaining unit members who work at athletic events shall be paid at a rate established by the athletic director.

A teacher may volunteer time for other outside activities but cannot be forced into doing so, nor shall they be adversely evaluated for not volunteering to participate.

F. SPLIT-CLASS ALLOWANCE

Teachers in grades K-8 who teach a split class in excess of 3 hrs. per day shall receive a supplemental contract of \$1,500.00 to compensate for the extra planning time needed to fulfill the position.

G. COMPENSATION

1. Salary Schedule

2014-2015 base salary increase of three percent (3.00%), BA, step zero equals \$28,939.65 effective July 1, 2014.

2015-2016 base salary increase of two and one half percent (2.50%), BA, step zero equals \$29,663.14 effective July 1, 2015.

2016-2017 base salary increase of two percent (2.00%), BA, step zero equals \$30,256.40 effective July 1, 2016.

SALARY SCHEDULE 2014-2015

3% INCREASE

YEARS EXP	BACH	BA+30	MA	MAST + 15	MAST + 30
0	1.000	1.050	1.100	1.150	1.200
1	1.040	1.095	1.150	1.205	1.260
2	1.080	1.140	1.200	1.260	1.320
3	1.120	1.185	1.250	1.315	1.380
4	1.160	1.230	1.300	1.370	1.440
5	1.200	1.275	1.350	1.425	1.500
6	1.240	1.320	1.400	1.480	1.560
7	1.280	1.365	1.450	1.535	1.620
8	1.320	1.410	1.500	1.590	1.680
9	1.360	1.455	1.550	1.645	1.740
10	1.400	1.500	1.600	1.700	1.800
11	1.440	1.545	1.650	1.755	1.860
Years 12-19	1.480	1.590	1.700	1.810	1.920
Years 20-24	1.560	1.680	1.800	1.920	2.040
Years 25+	1.600	1.725	1.850	1.975	2.100

YEARS EXP	BACH	BA+30	MA	MAST + 15	MAST + 30
0	28,939.65	30,386.63	31,833.62	33,280.60	34,727.58
1	30,097.24	31,688.92	33,280.60	34,872.28	36,463.96
2	31,254.82	32,991.20	34,727.58	36,463.96	38,200.34
3	32,412.41	34,293.49	36,174.56	38,055.64	39,936.72
4	33,569.99	35,595.77	37,621.55	39,647.32	41,673.10
5	34,727.58	36,898.05	39,068.53	41,239.00	43,409.48
6	35,885.17	38,200.34	40,515.51	42,830.68	45,145.85
7	37,042.75	39,502.62	41,962.49	44,422.36	46,882.23
8	38,200.34	40,804.91	43,409.48	46,014.04	48,618.61
9	39,357.92	42,107.19	44,856.46	47,605.72	50,354.99
10	40,515.51	43,409.48	46,303.44	49,197.41	52,091.37
11	41,673.10	44,711.76	47,750.42	50,789.09	53,827.75
Years 12-19	42,830.68	46,014.04	49,197.41	52,380.77	55,564.13
Years 20-24	45,145.86	48,618.61	52,091.37	55,564.13	59,036.89
Years 25+	46,303.44	49,920.90	53,538.35	57,155.81	60,773.27

SALARY SCHEDULE 2015-2016

2.5% INCREASE

YEARS EXP	BACH	BA+30	MA	MAST + 15	MAST + 30
0	1.000	1.050	1.100	1.150	1.200
1	1.040	1.095	1.150	1.205	1.260
2	1.080	1.140	1.200	1.260	1.320
3	1.120	1.185	1.250	1.315	1.380
4	1.160	1.230	1.300	1.370	1.440
5	1.200	1.275	1.350	1.425	1.500
6	1.240	1.320	1.400	1.480	1.560
7	1.280	1.365	1.450	1.535	1.620
8	1.320	1.410	1.500	1.590	1.680
9	1.360	1.455	1.550	1.645	1.740
10	1.400	1.500	1.600	1.700	1.800
11	1.440	1.545	1.650	1.755	1.860
Years 12-19	1.480	1.590	1.700	1.810	1.920
Years 20-24	1.560	1.680	1.800	1.920	2.040
Years 25+	1.600	1.725	1.850	1.975	2.100

YEARS EXP	BACH	BA+30	MA	MAST + 15	MAST + 30
0	29,663.14	31,146.30	32,629.45	34,112.61	35,595.77
1	30,849.67	32,481.14	34,112.61	35,744.08	37,375.56
2	32,036.19	33,815.98	35,595.77	37,375.56	39,155.34
3	33,222.72	35,150.82	37,078.93	39,007.03	40,935.13
4	34,409.24	36,485.66	38,562.08	40,638.50	42,714.92
5	35,595.77	37,820.50	40,045.24	42,269.97	44,494.71
6	36,782.29	39,155.34	41,528.40	43,901.45	46,274.50
7	37,968.82	40,490.19	43,011.55	45,532.92	48,054.29
8	39,155.34	41,825.03	44,494.71	47,164.39	49,834.08
9	40,341.87	43,159.87	45,977.87	48,795.87	51,613.86
10	41,528.40	44,494.71	47,461.02	50,427.34	53,393.65
11	42,714.92	45,829.55	48,944.18	52,058.81	55,173.44
Years 12-19	43,901.45	47,164.39	50,427.34	53,690.28	56,953.23
Years 20-24	46,274.50	49,834.08	53,393.65	56,953.23	60,512.81
Years 25+	47,461.02	51,168.92	54,876.81	58,584.70	62,292.59

SALARY SCHEDULE 2016-2017

2% INCREASE

YEARS EXP	BACH	BA+30	MA	MAST + 15	MAST + 30
0	1.000	1.050	1.100	1.150	1.200
1	1.040	1.095	1.150	1.205	1.260
2	1.080	1.140	1.200	1.260	1.320
3	1.120	1.185	1.250	1.315	1.380
4	1.160	1.230	1.300	1.370	1.440
5	1.200	1.275	1.350	1.425	1.500
6	1.240	1.320	1.400	1.480	1.560
7	1.280	1.365	1.450	1.535	1.620
8	1.320	1.410	1.500	1.590	1.680
9	1.360	1.455	1.550	1.645	1.740
10	1.400	1.500	1.600	1.700	1.800
11	1.440	1.545	1.650	1.755	1.860
Years 12-19	1.480	1.590	1.700	1.810	1.920
Years 20-24	1.560	1.680	1.800	1.920	2.040
Years 25+	1.600	1.725	1.850	1.975	2.100

YEARS EXP	BACH	BA+30	MA	MAST + 15	MAST + 30
0	30,256.40	31,769.22	33,282.04	34,794.86	36,307.68
1	31,466.66	33,130.76	34,794.86	36,458.96	38,123.06
2	32,678.91	34,492.30	36,307.68	38,123.06	39,938.45
3	33,887.17	35,853.83	37,820.50	39,787.17	41,753.83
4	35,097.42	37,215.37	39,333.32	41,451.27	43,569.22
5	36,307.68	38,576.91	40,846.14	43,115.37	45,384.60
6	37,517.94	39,938.45	42,358.96	44,779.47	47,199.98
7	38,728.19	41,299.99	43,871.78	46,443.57	49,015.37
8	39,938.45	42,661.52	45,384.60	48,107.68	50,830.75
9	41,148.70	44,023.06	46,897.42	49,771.78	52,646.14
10	42,358.96	45,384.60	48,410.24	51,435.88	54,461.52
11	43,569.22	46,746.14	49,923.06	53,099.98	56,276.90
Years 12-19	44,779.47	48,107.68	51,435.88	54,764.08	58,092.29
Years 20-24	47,199.98	50,830.75	54,461.52	58,092.29	61,723.06
Years 25+	48,410.24	52,192.29	55,974.34	59,756.39	63,538.44

2. Speech Therapist and Other Hard to Fill Positions

- a. The Morgan Local Education Association realizes that it is difficult for the Morgan Local Board of Education to locate qualified candidates for the position of Speech Therapist. In order that the Board may compete financially with other School Districts and

Private Companies, the Association agrees that the Board may offer a prospective Therapist placement on the salary schedule five years higher than otherwise provided. (i.e., a prospective therapist with no experience may be placed on the five year experience step, a prospective therapist with five years experience may be placed on the ten year experience step, etc.)

- b. The Morgan Local Board of Education may provide advancement of up to five years on the salary schedule to prospective candidates for other difficult to fill positions provided the Superintendent or her/his designee first meets with the officers of the Morgan Local Education Association and provides documentation that the Administration has made a determined effort to obtain a qualified Candidate at the scheduled salary and have been unsuccessful.

3. **STRS/SERS Retirement Contributions**

The Board of Education agrees to assume the responsibility for and pay 5% of each bargaining unit member’s share of earned compensation to the teachers’ retirement fund at STRS/SERS.

- 4. Notification of educational upgrades must be received in the Superintendent’s Office no later than September 1 for pay increases to take effect the current school year. Transcripts to verify the upgrade must be received by December 1.

H. **EXTENDED SERVICE CONTRACTS**

- 1. Teachers hired to fill the following positions will receive a supplemental contract for extended service as listed.

Position	Days Extended Service
High School Guidance Counselor *	10
Junior High Guidance Counselor	10
High School Librarian	15
Elementary Librarian	10
Auto Mechanics	10
Electronics	10
Health Technology	10
Carpentry	10
Machine Trades	10
Cosmetology	10
Vocational Agriculture Grades 11-12	45
Vocational Agriculture Grades 9-10	30
High School/Junior High Instrumental Music	20
Elementary Instrumental Music	10
School Nurse	10
School Psychologist	20
Business and IT (Information Technology)	5

* current person grand fathered with 30 days

The Superintendent may recommend, and the Board may grant an extended service contract for less than the number of days stated in this contract at the request of the teacher.

Any new extended service contracts shall be bargained with the Association.

2. Single Teacher/Multi-Level Vocational Programs

When a bargaining unit member is assigned to teach multiple levels of a vocational program (e.g. Junior Auto Mechanics and Senior Auto Mechanics) the bargaining unit member shall receive the extended service contract in the section H-1 above that is designated for the senior level teacher. These days will be scheduled before and/or after the regular school year. During the regular school year the member will be reimbursed at the incidental rate of pay for necessary maintenance and repair of equipment as approved by the Superintendent. Any multi-level/single teacher program may request up to 70 hours per year for the purpose stated.

Reimbursements for duties performed during the regular school year shall not exceed 70 hours per year.

I. SALARY INDEX FOR SUPPLEMENTAL CONTRACTS

Bargaining unit members employed to perform the following duties shall receive a supplemental contract as listed. The supplemental salary shall be a percentage of the base teacher salary. (Bachelor’s level – 0 years experience). If a bargaining unit member applies for a supplemental position and provides evidence of the minimal qualifications he/she will be given priority consideration in the hiring process. The minimum qualifications shall be listed in the job description.

POSITION	0,1	2,3	4+
ADVISOR – BPA	3.5%	4.5%	5.0%
ADVISOR - DRAMA CLUB	3.0%	4.0%	4.5%
ADVISOR - FLAG CORPS	4.5%	5.5%	6.0%
ADVISOR - FRESHMAN CLASS	2.5%	3.5%	4.0%
ADVISOR - JUNIOR CLASS	4.0%	5.0%	5.5%
ADVISOR - JUNIOR CLASS ASST	2.0%	3.0%	3.5%
ADVISOR – KEY CLUB	3.0%	4.0%	4.5%
ADVISOR – MORGANNA	3.0%	3.5%	4.0%
ADVISOR - NATIONAL HONOR	3.0%	4.0%	4.5%
ADVISOR - SENIOR CLASS	4.0%	5.0%	5.5%
ADVISOR - SENIOR CLASS ASST	2.0%	3.0%	3.5%
ADVISOR - SOPHOMORE CLASS	2.5%	3.5%	4.0%
ADVISOR - STUDENT COUNCIL	4.0%	5.0%	5.5%
ADVISOR - VICA	4.0%	5.0%	5.5%
ADVISOR - VIDEOGRAPHER	2.0%	3.0%	3.5%

ADVISOR - YEARBOOK	5.0%	5.5%	6.0%
BUILDING COORDINATOR	9.0%	10.5%	11.5%
DEPARTMENT HEAD-LANGUAGE ARTS	6.0%	6.5%	7.0%
DEPARTMENT HEAD-MATH	6.0%	6.5%	7.0%
DEPARTMENT HEAD-SCIENCE	6.0%	6.5%	7.0%
DEPARTMENT HEAD-SOCIAL SCIENCES	6.0%	6.5%	7.0%

POSITION	0,1	2,3	4+
BASEBALL - HEAD	9.0%	10.5%	11.5%
BASEBALL - ASSISTANT	7.0%	8.0%	8.5%
BASKETBALL - HEAD	12.0%	13.5%	14.5%
BASKETBALL - ASSISTANT	8.0%	9.0%	9.5%
BASKETBALL - FRESHMAN	7.0%	8.0%	8.5%
BASKETBALL - JR HIGH HEAD 7 TH	6.5%	7.5%	8.0%
BASKETBALL - JR HIGH HEAD 8 TH	6.5%	7.5%	8.0%
BASKETBALL - COMBINED 7&8	9.0%	10.0%	10.5%
CHEERLEADER - HEAD FOOTBALL	4.0%	5.0%	5.5%
CHEERLEADER - HEAD BASKETBALL	4.0%	5.0%	5.5%
CHEERLEADER - ASST FOOTBALL	3.5%	4.5%	5.0%
CHEERLEADER - ASST BASKETBALL	3.5%	4.5%	5.0%
CHEERLEADER - JR HIGH FOOTBALL	3.0%	4.0%	4.5%
CHEERLEADER - JR HIGH BASKETBALL	3.0%	4.0%	4.5%
CROSS COUNTRY - HEAD BOYS & GIRLS	9.0%	10.0%	10.5%
CROSS COUNTRY - HEAD SINGLE	7.0%	8.0%	8.5%
FOOTBALL - HEAD	12.0%	13.5%	14.5%
FOOTBALL - ASSISTANT	8.0%	9.0%	9.5%
FOOTBALL - FRESHMAN	7.5%	8.5%	9.0%
FOOTBALL - JR HIGH HEAD	6.5%	7.5%	8.0%
FOOTBALL - JR HIGH ASSISTANT	5.5%	6.5%	7.0%
GOLF	7.0%	8.0%	8.5%
INTRAMURAL DIRECTOR - HIGH SCHOOL	8.0%	9.5%	10.5%
INTRAMURAL DIRECTOR - JR HIGH	3.0%	4.0%	4.5%
SOCCER - HEAD	9.0%	10.5%	11.5%
SOCCER - ASSISTANT	7.0%	8.0%	8.5%
SOFTBALL - HEAD	9.0%	10.5%	11.5%
SOFTBALL - ASSISTANT	7.0%	8.0%	8.5%
TRACK - HEAD	9.0%	10.5%	11.5%
TRACK - ASSISTANT	7.0%	8.0%	8.5%
TRACK - JR HIGH HEAD	6.0%	7.0%	7.5%
TRACK - JR HIGH ASSISTANT	5.0%	6.0%	6.5%
VOLLEYBALL - HEAD	9.0%	10.5%	11.5%
VOLLEYBALL - ASSISTANT	7.0%	8.0%	8.5%
VOLLEYBALL - FRESHMAN	6.5%	7.5%	8.0%
VOLLEYBALL - JR HIGH HEAD	6.0%	7.0%	7.5%
WRESTLING - HEAD	9.0%	10.5%	11.5%
WRESTLING - ASSISTANT	7.0%	8.0%	8.5%
WRESTLING - JR HIGH HEAD	6.5%	7.5%	8.0%
WRESTLING - JR HIGH ASSISTANT	5.5%	6.5%	7.0%

Bargaining unit members employed as technology coordinator shall be reimbursed for approved duties performed at times other than regular school hours at the rate approved for incidental pay in Article V, Section E of this Agreement, subject to assignment and prior approval of the Superintendent or designee.

J. SUPPLEMENTAL CONTRACTS

1. Supplemental contracts shall expire automatically at the end of the contract term. The beginning and ending date of the contract term shall be included on the contract. The process of creating job descriptions shall be undertaken by the administration. Final approval of all job descriptions shall be at the discretion of the board of education. Each person holding a supplemental contract shall receive a copy of his/her job description and a book of all descriptions shall be kept on file in each building. A bargaining unit member employed on a supplemental contract by the administration shall be provided written reasons for nonrenewal by the Superintendent. A bargaining unit member so nonrenewed shall be granted a meeting with the Board to discuss the nonrenewal.

All head varsity coaches shall be evaluated annually by the athletic director. The athletic director shall meet with the coach prior to the start of conditioning to discuss expectations and the evaluation instrument – designed by the athletic director – to be used to assess coaching performance. The athletic director will observe a minimum of two (2) practice sessions (one during pre-season and one near mid-season) and two (2) games/meets (one in the first half of the season and one in the second half of the season). Near the mid-point of the season, the athletic director and head coach will meet and discuss the season’s progress. For this meeting, a hard copy assessment tool will be developed and provided by the athletic director. A summative evaluation meeting will be conducted within three (3) weeks of the completion of the coach’s last game/meet.

The head varsity coach will meet with all coaches under his/her supervision prior to the start of conditioning to discuss expectations for the program. The head coach will observe one (1) practice session and one (1) game/meet. Near the mid-point of the season the head coach will meet with the assistant to discuss the season’s progress. A hard copy assessment tool will be developed and provided by the athletic director. The head coach will conduct a final assessment of the assistant’s performance with the assistant within three (3) weeks of the head coach’s last game/meet. The head varsity coach shall provide the athletic director with input concerning the job performance and final evaluation of the assistant coaches.

2. Complaint Procedure – When a complaint is made to an administrator, the athletic director, or a head varsity coach about any bargaining unit member concerning the member’s conduct or other activities that relate to the member’s supplemental duties the procedure outlined in Article VIII, Section N of this Agreement shall apply.

K. SERVICE CREDIT FOR ALTERNATE DAY TEACHERS

Part-time teachers employed on a regular contract with responsibilities for an entire year, but who teach less than one hundred twenty (120) days (e.g. Kindergarten teachers) per contract year, upon teaching one hundred twenty (120) days in the school district shall be entitled to an increment as required by the salary schedule. Said salary adjustment shall be made effective the next succeeding semester after reaching eligibility.

Therapy Services

Radiation
 Chemotherapy
 Dialysis Treatment
 Inhalation
 Speech
 Occupational
 Out-patient physical therapy
 (\$1,000.00 calendar year maximum)

**Emergency Accident and
Emergency Medical Care****Ambulance****Blood****Durable Medical Equip.
and Prosthetic Devices****Home Health Care****Skilled Nursing Facility**

Out of pocket expenses incurred using “in-network” providers will apply to the maximum out-of-pocket expenses incurred using “out-of-network” providers.

Services provided by “out-of-network” providers as the result of a referral from an “in-network” provider shall be considered “in-network”.

Deductible Calendar Year

- | | | |
|----|------------|----------------------|
| 1. | Individual | \$200 In Network |
| 2. | Individual | \$400 Out of Network |
| 3. | Family | \$400 In Network |
| 4. | Family | \$600 Out of Network |

Calendar Year Co-Insurance

- | | | |
|----|------------|----------------------|
| 1. | Individual | 10% of first \$2,875 |
| 2. | Family | 10% of first \$5,750 |

**Maximum Employee Out-of-Pocket (in network)
(Deductible plus co-insurance)**

- | | | |
|----|------------|----------|
| 1. | Individual | \$487.50 |
| 2. | Family | \$975.00 |

Human Organ Transplant

\$250,000.00 combined lifetime maximum

Prescription Drugs**Private – Duty Nursing**

\$5,000.00 calendar-year maximum

**Physical Medicine and
Rehabilitation Services**

\$10,000.00 calendar-year maximum

RX Mail-in

\$10 generic, \$40 name-brand/non-formulary
 (90 day supply)

RX Retail

\$5 generic, \$20 name-brand/non-formulary
 (30 day supply)

Maximum Benefit Out-of-Pocket (Out of Network)

Maximum out of pocket for out of network plan will be the (out of network deductible plus co-insurance) times 2.5.

Individual $\$400 + \$287.50 = \$687.50$ times 2.5 = $\$1,718.75$

Family $\$600 + \$575 = \$1,175$ times 2.5 = $\$2,937.50$

The District may provide a Prescription Drug Card. When a Prescription Drug Card is provided the member’s cost for prescriptions shall be in addition to the “Deductible Calendar Year” and “Maximum Out-of-Pocket” totals listed above. However, when catastrophic illness or injury requires a member to incur excessive expenditures for prescriptions drugs, and such drugs cannot be obtained using the mail-in prescription, the member may contact the School District Treasurer and efforts will be made to relieve the cost burden to the employee. Such relief will be determined on a case-by-case basis.

Any changes in the coverage provided herein must be mutually agreed to by the Association. In the event that the Board considers voluntarily changing the health insurance carrier(s) the Superintendent will meet with the Association officers to discuss the reasons for the change. (At the request of the Association officers the Superintendent will also meet in general session with the Association membership.) No voluntary change in the health insurance carrier shall occur until at least four (4) months after the date on which the Board takes official action to implement the change. During this transition period the proposed new carrier will be urged by the Board to initiate contacts with hospitals, doctors, and other health care providers regularly utilized by bargaining unit members to facilitate the transfer of services.

In the event that the Board is involuntarily required to change the health insurance carrier(s) the effective date of the change will be agreed to between the Association and the Board.

In the event that the Ohio General Assembly legislates new mandate(s) of insurance benefits to be provided by non-self insured insurance carriers the Superintendent will meet upon request with the Association officers to discuss the cost and appropriateness of adding the new benefit to the current Health Insurance package.

B. DENTAL

The Board of Education shall pay the premium for Oasis Trust 16S R&C or a comparable plan.

Maximum benefit each calendar year for Class I, II, and III Services	\$ 750.00
Lifetime Maximum for Orthodontic Services per person	\$1,000.00
Individual Deductible.....	\$ 25.00
Family Deductible.....	\$ 75.00

Percentage of Payment Reasonable and Customary Charges for covered dental expenses:

Class I	100%	Class III	50%
Class II	80%	Class IV	60%

C. LIFE INSURANCE

The Board of Education shall provide \$30,000.00 base and \$30,000 Accidental Death Benefits Insurance per member.

D. VISION INSURANCE

The Board of Education shall provide a Vision Insurance plan. The Plan will include the following provisions:

Exam, lenses, and frames every twelve-(12) months. Full coverage for necessary contact lenses; \$105.00 cosmetic lenses allowance. No deductible on exam or materials. The Board shall provide a local licensed agent of record for service.

The Board pays 100% of the premium for single coverage. Individuals may choose to pay the difference between the single and family plan for family coverage. Any married employees, who wish to do so, may purchase a family coverage plan in place of two single plans to which they are entitled through the Board of Education. This too, by contract, would cost the employee the difference between two single coverage plans and one family plan. This cost would be payable by payroll deduction from one of the married employee's paycheck.

E. 125 PLAN

The District shall provide a Section 125 Plan.

F. STANDING HEALTH INSURANCE COMMITTEE

An eleven (11) member Standing Health Insurance Committee shall be established and maintained, with three (3) representatives appointed by the Morgan Local Education Association, (3) three members appointed by OAPSE, and five (5) members appointed by the Morgan Local Board of Education. At least one member from each group shall also be a member of the party's bargaining team.

The goal of the Committee shall be to make every reasonable effort to provide quality health care and stabilize the cost of health insurance for all enrollees of the District health insurance plan(s). The duties of the committee shall be to review and analyze all pertinent healthcare and health insurance information germane to the stated purpose of the Committee and to advise on policy matters regarding health insurance and healthcare systems for the District. The Chair shall be the District Treasurer.

The committee's areas of review and counsel may include, but are not limited to, the following:

- Review the current plan provisions and submit a request for proposal (RFP) tri-annually.
- Review proposals for modifications in the benefits plan and make recommendations to the respective bargaining teams.
- Recommend any health insurance education programs for current and potential enrollees; and
- Review any additional cost containment measures that may alter the delivery of health care services, while maintaining quality.

Committee is for study and recommendation to the bargaining unit. Any plans for modification and changes must be negotiated.

The administration shall provide the Committee with aggregate health and financial information as requested subject to applicable law. Under no condition will personally identifiable medical information be exchanged. The Administration shall pay all reasonable costs incurred that pertain to materials and training in fulfilling the purpose of the Committee. Release time for the members of the Committee shall be made available to allow members to complete their duties. Release time in accordance to professional leave guidelines.

Members of the Committee shall not be subject to any adverse impacts due to membership on said Committee. The Committee shall meet at least bi-monthly (quarterly). Appropriate work products shall be furnished to the Administration and both Associations on a quarterly basis (as needed or by consensus of the committee).

ARTICLE VII
LEAVES

Only days when school is in session will be counted during leaves. Leaves may be taken in minimum increments of half days.

A. ASSOCIATION LEAVE

1. The Association will be granted for each OEA Representative Assembly not to exceed two (2) meetings annually, a maximum of three (3) days each for four (4) delegates.
2. Any Association member who is elected or appointed to the governing bodies of OEA shall be granted leave with pay to attend meetings of such bodies. Such leave shall not be counted as part of the Association leave as outlined in Part A of this policy.
3. The Association shall be granted a maximum of five (5) days leave for attending other Association meetings, functions or business not covered above. The Association will make a reasonable attempt to avoid continuous absence by one member.
4. The Association agrees to reimburse the Board for the cost of any substitute that is necessarily incurred as a result of leaves being granted pursuant to subsections 2 and 3 under this section, Association Leave.

B. JURY DUTY/WITNESS LEAVE

An employee who is summoned for jury duty or who is appearing before a court or agency as a subpoenaed witness in a criminal or civil proceeding shall be granted all necessary leave. The employee's compensation for said leave shall be with pay.

C. MILITARY LEAVE

Military Leave will be granted to teachers pursuant to Ohio Revised Code. Benefits will be granted at a maximum allowable by law.

D. PERSONAL LEAVE

The Superintendent is authorized to grant teachers leave with pay in keeping with the following provisions:

1. Said leave is limited to four (4) days in any one school year per teacher.
2. Forty-eight (48) hour prior notice and approval to be obtained from Superintendent except in an emergency situation when the time requirement will be waived.

3. This leave is to conduct personal business or attend to personal matters that cannot be done other than on school hours.
4. This leave shall not be used to conduct routine personal business or personal matters that can be arranged or conducted at other than school hours. Routine personal business or personal matters should be interpreted to mean recreational, social or shopping activities or for purpose of engaging in other occupational pursuits involving the payment of wages, seeking employment or interviewing for another position.

Personal leave may not be taken the day before or the day after Thanksgiving, winter break and spring break as well as during the first and last day of student attendance, except in an emergency situation where leave may be approved by the Superintendent or designee.

The preceding sentence shall not apply on those occasions whereby the adopted school calendar reflects that school will not be in session and teacher attendance is not required; thereafter the schedule is changed to require teacher attendance and the teacher has committed to an event (e.g. travel, conference, vacation) prior to the announcement of that calendar change. It is the responsibility of the bargaining unit member to provide adequate documentation to the Superintendent to establish leave in this last instance is appropriate.

5. Personal leave without pay may be granted upon approval of the Superintendent.
6. A teacher using this leave shall complete and sign a personal leave form that is prefaced by the statement, "I hereby affirm that use of this leave is in keeping with the Personal Leave Policy." Falsification or fraudulent use of personal leave may result in disciplinary action, including dismissal.
7. Unused personal leave days at the end of the member's contract year shall be added to a member's sick leave accumulation until the member has reached the maximum allowable sick leave accumulation.

E. PREGNANCY LEAVE

Any bargaining unit member who becomes pregnant shall have the right to an unpaid leave of absence to begin at any point during the pregnancy, continuing until employee's physician certifies that she is physically and psychologically able to resume her normal duties. Pregnancy leave may thereafter be followed by a parental care leave, as hereinafter provided. Such pregnancy leave shall be granted subject to the following conditions:

1. Application for pregnancy leave shall, when reasonably possible, be filed at least thirty (30) days prior to the requested beginning date.

2. Upon termination of the pregnancy leave, and no other leaves having been granted or applied for, the employee shall be reinstated to the same position and contractual status held immediately prior to such leave. However, an employee granted pregnancy leave for a period of more than one calendar year shall be reinstated to the same or similar position held prior to such leave.
3. Employees on pregnancy leave shall be treated as full-time employees for the purpose of Board-granted fringe benefits, but shall not be entitled to accumulation of sick leave credits during such term. However, pursuant to subparagraph (4) as hereinafter provided, bargaining unit members may use sick leave under applicable sick leave regulations for pregnancy and be entitled to accumulation of sick leave credits during such term.
4. To the extent otherwise applicable, the employee shall have the option of converting to sick leave at any time during the granted pregnancy leave, but in no event shall the employee be entitled to return to work prior to certification by the employee's physician that she is able to resume her normal duties.

F. PARENTAL CARE

Any bargaining unit member who becomes the parent of a newborn or an adopted child, or who is the parent of a minor child who develops a severe health problem, shall have the right to an unpaid leave of absence for a period of time not to exceed the balance of the then current school year, beginning with the date of the birth of such child, the termination of pregnancy leave, the date of adoption, or the date of the beginning of such minor child's severe health problem. Such leave shall be granted subject to the following conditions:

1. Application for parental leave shall be filed at the earliest possible opportunity.
2. Unless a medical statement is provided verifying the necessity, no husband and wife may take concurrent parental leave or any combination of concurrent parental and/or pregnancy leave.
3. Parental leave will be extended for a period of up to one additional school year, upon the request of the bargaining unit member.
4. Upon termination of parental leave, and no other leaves having been granted or applied for, the employee shall be reinstated to his/her position.
5. The member shall notify the Superintendent not less than twenty (20) days prior to returning to work, which shall be at the beginning of a grading period.

G. PROFESSIONAL LEAVE

Professional leave will be granted by the superintendent or his/her designee in accordance with the following policy adopted pursuant to the ORC Section 3313.30.

The bargaining unit member will submit a request for professional leave to his/her building principal or immediate supervisor no less than ten (10) working days before the start of the requested leave. The Superintendent or his/her appointed designee shall notify the teacher in writing of his/her decision within five (5) working days after the request for leave. The time limits for submitting a request for leave may be waived by the Superintendent or his/her designee at his/her discretion. If the request for leave is denied, the notice will include a reason(s) for denial.

The member will be reimbursed according to district policy.

H. STUDENT-RELATED LEAVE

Bargaining unit members taking students to meetings, competitions or on field trips during school hours or primarily during school hours shall be considered performing contract duties. Bargaining unit members required, directed or approved to perform such activities primarily during non-school hours (and not covered by a supplemental contract pursuant to Article V, Section I of this contract) shall receive regular pay for such hours, provided prior written approval is received from the Superintendent. Said approval shall include the number of hours for which compensation is granted, provided also that compensation for a day of student-related leave cannot exceed one (1) day per diem for any bargaining unit member. The Superintendent may also approve the use of extended service time for these activities. The Superintendent may approve or deny any request for student-related leave as deemed appropriate. Bargaining unit members shall be reimbursed for reasonable and necessary expenses incurred provided prior approval for said reimbursement if obtained from the Superintendent. The bargaining unit member need not specify the amount of reimbursement for expenditures sought in advance; however, the Superintendent may specify a maximum reimbursement allowed.

I. SICK LEAVE

Each bargaining unit member shall be entitled to accumulate sick leave of one and one fourth (1 1/4) days per month of service to a maximum accumulation of two hundred forty (240) days.

Such leave may be used by the employee for absence due to personal illness, injury, pregnancy, exposure to contagious disease, which could be communicated to others, and for illness, injury, or death in the immediate family. When an employee is absent as a result of any of the above reasons, he shall be required to furnish a written signed statement on forms prescribed by the Board of Education

to justify the use of sick leave. If medical attention is required, the employee's statement shall list the name and address of the attending physician and the dates when a physician was consulted. Falsification of a statement is grounds for suspension or termination of employment under Section 3319.081 and 3319.16 of the Ohio Revised Code. No sick leave shall be granted or credited to a teacher after retirement or termination of employment. (3319.141, ORC)

For the purpose of this sick leave policy, with the exception of death in the immediate family, the immediate family shall include husband, wife, children, parent, siblings, step relative and any other person living in the home for whom the employee is legally responsible. Sick leave may not be used for extended care of parents.

Each employee shall be allowed a minimum of five (5) days' sick leave credit per year. This is included in the maximum number of days per year, which may be accumulated. This, in effect, advances an employee five (5) days of sick leave credit, at the beginning of each school year, provided that the employee has less than five (5) days accumulated at that time.

For emergencies or extraordinary circumstances, the administration shall have the discretionary authority to grant sick leave above the inclusion of this policy. The employee shall state in writing the details of the case. In addition, the administration shall give consideration to the length of service of the employee in this school system and to the number of sick leave days usually used per year by the employee. Deductions will be made from the employee's salary for:

1. Days of absence due to foregoing causes in excess of the number of sick leave days accumulated by the employee.
2. Absence for reasons other than those stipulated in this sick leave policy.

These deductions shall be calculated by dividing the employee's gross annual salary by the number of days in the employee's duty year, thus arriving at a per day deduction.

J. INCENTIVE PAY

Each full-time regular 183 day certificated employee shall be entitled to one (1) day's pay at the end of the school year if the employee is absent three (3) days or less during the year.

Absence is use of sick leave, personal leave, or leave without pay.

K. MEDICAL LEAVE

Medical leave may be granted, upon request, to any employee, subsequent to the use of sick leave, for serious illness of the employee or for serious illness of a member of the family of the employee. Such leave shall be without pay and shall not exceed one (1) full year. Each employee shall be carried on the payroll records and shall receive all Board paid fringe benefits.

L. UNPAID LEAVE

Unpaid leaves of absence for up to two (2) consecutive school years may be granted by the Board to members of the bargaining unit for personal illness or other disability; professional study and travel; childbirth; child care; adoption; service in elected public or Association office; or for other reasons as approved by the Board. The maximum leave of absence granted will be (2) consecutive school years, inclusive of any family and medical leave absence. The member shall notify the Superintendent of his/her intent to return to work by April 30th of the year prior to returning.

M. FAMILY AND MEDICAL LEAVE ACT OF 1993 (FMLA)

Bargaining unit members shall be entitled to a leave of absence under the Family and Medical Leave Act of 1993. The Board shall grant such leave in accordance with the rules promulgated under that Act. A bargaining unit member must substitute any accrued paid or unpaid leave for leave provided under any part of the 12-week period of family medical leave. Such substitution shall not negate any of the rights or benefits provided by the Act. If the bargaining unit member has not accrued adequate paid or unpaid leave to encompass the entire 12 week period of family leave taken under this section, the additional weeks of leave necessary to attain the 12 work weeks of leave shall be taken in accordance with the provisions of the Act. Return from any unpaid leave shall be under the same terms as those provided for under the Family and Medical Leave Act.

N. SICK LEAVE BANK

1. An enrollment period shall be established between September 1, and September 15, for each member of the bargain unit to voluntarily donate a one (1) day of their accumulated, but unused sick leave days to a Sick Leave Bank. In order to be established, the Sick Leave Bank shall not have less than fifty (50) days. The Sick Leave Bank shall not exceed a maximum of one (1) day times the total number of members of the bargaining unit. Employees may contribute up to two (2) days to the Sick Leave Bank if necessary. In the event the Sick Leave Bank exceeds the maximum of one day times the total number of members in the bargaining unit as of August 31, the Sick Leave Bank will be capped and no additional enrollments will be permitted with the exception of a new employee who will be permitted to donate within 30 days of the date they begin working. The Association will contact new hires and advise them of this 30 day requirement. Employees will repay the Sick Leave Bank at a rate of one half day per month and 50% of their total accrued but unused sick leave balance as of August 31 of each year until the total number of days borrowed have been restored to the Sick Leave Bank. The employee may elect to pay additional days from their accrued leave. Upon termination of employment with the District, any balance owed to the Sick Leave Bank will be recovered from the employee's existing leave balances prior to the calculation of any applicable severance or balance transfer to another employer.

Bargaining unit members hired after September 15th will be given the opportunity to donate to the sick leave bank. Said members may borrow from the sick leave bank on a pro rated basis determined by number of days remaining in the contract year at the time of hire.

2. A committee comprised of the Superintendent or designee, the President of the Association or designee, one (1) building principal chosen by the Superintendent, and one (1) Association member chosen by the Association President, shall administer the Bank. The Committee shall develop the approved form and shall approve applications at its discretion. The Superintendent and/or designee shall serve as chairman.
3. Bargaining unit members who have exhausted all of their sick leave accumulation and who have contributed to the Sick Leave Bank may request sick leave days from the Bank. The sick leave bank may be used only for catastrophic or debilitating medical conditions.
4. Approved bargaining unit members shall be granted up to a maximum of twenty (20) days from the Bank.
5. The members shall be required to provide documentation to the Committee.
6. Absences due to alcohol and/or substance abuse of any kind shall not be considered appropriate reasons for application approval.
7. Members who qualify shall be required to apply for disability retirement.
8. The Sick Leave Bank shall not be used as a means for increasing severance pay.
9. The Sick Leave Bank shall remain in effect on a yearly basis (July 1-June 30) and either party may terminate the Bank upon written notification no later than June 1 of the year preceding its termination.
10. Should the Sick Leave Bank be terminated, the days in the Bank will be redistributed on a pro-rated basis to those who contributed.

O. BEREAVEMENT LEAVE

1. In the case of death in the immediate family the bargaining unit member will be granted three (3) days paid leave. At the discretion of the superintendent, this period may be extended due to such extenuating circumstances as distance, or unusual family or personal responsibilities.
2. Absence for the first three (3) days of bereavement leave shall not be deducted from sick leave.

3. In the event that the bereavement leave period is extended for more than three (3) days, the ensuing days absent will be deducted from sick leave.
4. For the purposes of this leave, immediate family shall be defined as husband, wife, father, mother, child, sibling, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, (and “steps” of the aforementioned), foster child, foster parent, and other such relatives who make their home with the bargaining unit member. For those persons not covered under this leave, all other leaves shall be afforded to the bargaining unit member.

ARTICLE VIII
TERMS AND CONDITIONS

A. PAY PERIODS

All bargaining unit members shall be paid on the 15th and last day of the month totaling 24 pays. If the pay date falls on a weekend or holiday the pay date will be moved to the previous day the District Office is open.

Effective August 29, 2014, all paychecks and direct deposit notifications will be mailed via the USPS or emailed to the address provided to the Treasurer's Office by the employee.

Effective June 1, 2015, all paychecks will be mailed via the USPS and all direct deposit notifications will be emailed to the employees' school email address unless the employee has previously provided, in writing, another email address. The District shall not be liable for any breach of security or non-delivery on the employees' personal email accounts.

It shall be the responsibility of the employee to update their payroll information. Upon termination of employment or retirement the employee shall notify the Treasurer's Office and designate disposition of their final pay.

B. LENGTH OF SCHOOL YEAR

The length of the school year shall be 183 days except during the initial year of employment when members shall work 184 days. The additional day shall be prior to the commencement of the 183-day school year for the purpose of orientation. The number of instructional days shall not exceed 180 days, which may include two parent-conference days.

C. CONTRACT SEQUENCE

Members who are not eligible for a continuing contract shall be issued limited contracts according to the following:

- a. One (1) year limited contract upon initial employment.
- b. One (1) year limited contract upon reemployment for the second contract.
- c. Two (2) year limited contract upon reemployment for the third contract.
- d. Three (3) year limited contract upon reemployment for the fourth contract.
- e. Five (5) year limited contract upon reemployment for the fifth and succeeding limited contract.

The Board at its option may interrupt this sequence at any time and issue a one (1) year limited contract. This interruption is limited to the extent that the one-year contract must be issued with reasons and a plan for improvement and placed in the Awareness Phase of the Mentor Assistant Plan and provide a qualified mentor. Upon successful completion of this one-year contract the member shall receive the next multi-year contract listed in the sequence above. Members may be nonrenewed in accordance with the terms of this Agreement.

D. CONTINUING CONTRACT

If a teacher has taught a total of five or more years, with three (3) continuous years in the District he/she may be issued a continuing contract. Those teachers who have attained continuing contract status elsewhere and have taught two (2) continuous years in the District may be issued a continuing contract. Other requirements for eligibility for a continuing contract are governed by O.R.C. 3319.08 (B):

1. Any teacher holding a professional, permanent, or life teacher's certificate.
2. Any teacher holding a five-year professional educator license who has completed the applicable one of the following:
 - a. If the teacher did not hold a masters degree at the time of initially receiving a teacher's certificate under former law or an educator's license, thirty (30) semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the State Board of Education shall adopt;
 - b. If the teacher held a masters degree at the time of initially receiving a teacher's certificate under former law or an educator license, six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the State Board of Education shall adopt.
3. Any bargaining unit member requesting a continuing contract shall be evaluated.

If a continuing contract is not issued the member will be provided with written reasons from the superintendent directed at the professional improvement of the bargaining unit member. The member will continue to work under the existing limited contract and may apply for reconsideration each year until the end of the limited contract.

Any teacher eligible for a continuing contract must notify the Superintendent in writing by September 1 prior to the contract recommendations made the following year in April. (Example: September 1, 2006 for April 2007 recommendations). If the Superintendent is not notified, continuing status will not be granted.

The appropriate certificate/license must be on file, or state department verification of such is forthcoming, by April 1.

E. LENGTH OF SCHOOL DAY/BUILDING MEETINGS

The length of each full time member's day shall be seven (7) consecutive hours, inclusive of a thirty (30) consecutive minutes duty-free lunch. Teachers teaching less than three (3) continuous hours will not be provided a lunch time as a paid position of employment. The Superintendent and the Board shall determine starting and ending time of the school day. Members should attend regularly scheduled building meetings, not to exceed thirty (30) minutes and nine (9) meetings per year, and should attend two (2) special meetings called by the Superintendent, not to exceed thirty (30) minutes each.

Meetings shall commence not more than ten (10) minutes after the conclusion of the teacher day nor more than thirty (30) minutes prior to the start of the teacher day.

Bargaining unit members may be permitted to make up a maximum of thirty-five (35) hours in any given school year, if hours are missed due to calamity rated closures. This provision shall not be utilized if there are no calamity related closures during the school year, to avoid attendance at District scheduled professional development, to shorten the member's work year for retirement purposes, or to avoid leave usage. Members shall not be permitted to begin making up hours until one (1) full contractual day is missed. Make up hours worked under this provision will not exceed the number of hours previously missed due to calamity related events. Members will submit their request to make up calamity related time, in writing, and these requests must be pre-approved by the Building Principal or the Superintendent in advance, on the official District request form to his/her Building Principal prior to the scheduled activity. Make up time requests will not be considered unless students are not in session. Examples of acceptable make up time activities are:

1. IEP or 504 meetings
2. Professional development outside the contractual work day
3. Committee meetings scheduled outside the contractual work day (if not paid for by grant funds)
4. Parent-teacher meetings outside the two (2) scheduled parent-teacher conference days
5. Delays and/or early releases due to calamity related issues if collaboration time is performed with other teachers
6. DLT meetings (if not paid for by grant funds)

7. Other activities as approved by the Building Principal, Curriculum Director or Superintendent.

Building Principals will track the approved make up time, by employee, and submit the cumulative data for the school year to the Treasurer's Office no later than May 15th for audit purposes. Hours will be tracked in no less than one-half (1/2) hour increments. Members who do not work up to the maximum of 35 hours of calamity related time (if needed) in this manner will be charged personal leave or docked.

For the first ten (10) hours of delays or early releases due to calamity issues, hours may be made up (as outlined in the above section) within the teacher school year (183 days). If more than ten (10) hours of delays or early releases occur, hours may be made up or forgiven at the discretion of the Superintendent.

F. SCHOOL CALENDAR

A committee consisting of one Administrator, the Treasurer or designee, two (2) nonacademic employees, and three (3) bargaining unit members shall meet in January to draw up three (3) proposed school calendars for the coming year. The certified and noncertificated staffs shall be given an opportunity to vote on the proposed calendars and the Board shall consider the calendar with the most votes.

G. PLANNING PERIODS

The Board of Education shall strive to provide equitable scheduled conference/planning time throughout the district, exclusive of lunch or travel time. All *full time* members shall have a minimum of two hundred (200) minutes per week for planning and preparation free of student responsibility. This is time exclusive of the duty-free lunch or travel time and will be within the seven (7) hour school day. All planning and conference time shall be so designated in the bargaining unit member's daily schedule. Part-time teachers will be provided a pro-rated amount of planning time calculated using the two hundred (200) minutes provided for full time bargaining unit members. No period of time less than fifteen (15) minutes shall be included in calculating a bargaining unit member's planning/conference time unless a bargaining unit member agrees to such a planning period. Members required to take another member's class during a planning period shall be reimbursed for the time spent at the member's hourly rate.

H. CLASS SIZE

1. Scheduling of Classes

Class size, except choir, band, and study hall, will not exceed the following limits. Limits are the number of pupils that may be assigned to a class. When classes exceed the maximum provided herein, the Administration may either make an adjustment in the size of the class or provide the services of an aide for the period of time that the class exceeds the maximum limit.

- | | | |
|----|------------------------------------|----------------------------|
| a. | Elementary School (K-3) | 26 pupils per class |
| b. | Elementary School (4-6) | 28 pupils per class |
| c. | 7-8 (if not departmentalized) | 28 pupils per class |
| d. | 7-8 (if departmentalized) and 9-12 | not to exceed 170 per day. |

It shall be the responsibility of the bargaining unit member to notify the principal, in writing, whenever the class size exceeds the maximum limit.

2. Grace Period

No adjustment in class size will be required for the first eight (8) school days that a class exceeds the maximum limits. When adjustment is required the Administration shall have the option to either reduce the number of assigned pupils (or in departmentalized programs the total teacher load) or to provide an aide for the period of time that the limits are exceeded.

3. Special Education Programs

Special Education classes shall not exceed the number of pupils established by the Ohio Rules for the Education of the Handicapped.

I. LESSON PLANS

Members shall make a daily lesson plan, which gives clear direction for instruction, and relates to course for study. Teachers shall prepare lesson plans for a minimum of one week increments and a particular week's lesson plans shall be available to Administrator's before the beginning of the school day on the first day of school each week. Lesson plans shall also be available in a building location accessible to, as well as disclosed to, the building principal at all times when a teacher is absent.

J. VACANCIES AND TRANSFERS

1. Notice of Vacancy/New Positions

- a. The Superintendent shall notify all bargaining unit members of all vacancies/new positions as soon as they become known by posting notice in all school buildings. Notification of vacancies shall be sent by either mail or email to each bargaining unit member upon their written request.

Such notice shall include:

- (1) Position(s) available
 - (2) Subject area or duties of position
 - (3) Deadline for application
 - (4) Effective starting date
 - (5) Any additional pertinent information
- b. No vacancy shall be filled until after five (5) business days from the date of posting nor until all interested bargaining unit members have been given the opportunity for an interview. When school is not in session no vacancy shall be filled until five (5) business days from the date of mailing of notices to those employees who have requested in writing that notice be sent to them.
- c. A vacancy shall exist when the Superintendent receives a written resignation, creates a new position, or a position is vacated. However, a position shall not be considered vacant for the purposes of posting until the procedure outlined in item 4, below has been completed.
- d. No vacancy shall exist when a fluctuation in enrollment occurs and the change in class assignment can be absorbed by the movement of a teacher or teachers within the departmentalized group. (Example: There are three sections of fifth grade this year and only two sections next year. A fifth grade teacher may be moved to the sixth grade without creating a vacancy at the sixth grade.)
- e. For positions that become vacant during the period of time between August 1 through the last student day of the school year, the Superintendent, at his/her discretion, may fill the position on a temporary basis provided, however, that the position is posted for the succeeding school year in accordance with the provisions of this Article.

2. Voluntary Transfers

- a. A bargaining unit member desiring a transfer shall notify the Superintendent in writing within five (5) business days of the date of the posting of a vacancy, or when school is not in session, the mailing of the vacancy notice.
- b. No vacancy shall be filled until after five (5) business days from the date of posting or when school is not in session, the mailing of the vacancy notice, except during the month of August. Provided the Superintendent has not exercised the option afforded in Article VIII, Section J(1)(e) above, then during the month of August, all members of the bargaining unit having a letter on file in the Superintendent's office requesting a transfer and/or expressing an interest in a specific assignment should it become available shall be notified by telephone of the vacancy. It shall be the member's responsibility to provide the Superintendent with a telephone number at which they might be reached during the month of August.
- c. Vacant positions may be filled from outside the bargaining unit only if no qualified applicants apply from within the unit.
- d. When two (2) or more bargaining unit members request a transfer to a new position or vacancy, the Superintendent or his designee shall interview each applicant and consider, but not be limited to, the following criteria:
 - (1) Certification
 - (2) Seniority in the district
 - (3) Experience in level or subject

After interviewing each bargaining unit member who has requested a transfer to the new position or vacancy the decision as to which applicant shall be transferred shall be the responsibility of, and at the full discretion of, the Superintendent or designee.
- e. Upon written request, any bargaining unit member who is interviewed and not given the position shall receive written reasons for the said denial from the Superintendent.
- f. If a bargaining unit position is posted and no bargaining unit member bids upon the position, or only one bargaining unit member bids upon and is awarded the vacant position and thereafter resigns or otherwise vacates the position, then the Superintendent is not required to repost the same vacancy.

- g. Any second bid upon a bargaining unit vacancy by a bargaining unit member, after the member has been awarded a position through use of the bid procedure within the past year, may be disregarded by the Superintendent at the discretion of the Superintendent.

3. Involuntary Transfers

- a. Before a member is involuntarily transferred, the Superintendent or designee shall meet with the member and a representative of the Association (if desired by the member).
- b. Any member involuntarily transferred to a different position five (5) to ten (10) days prior to his/her first scheduled work day of the new school year shall be compensated two (2) additional days at the member's per diem rate if the transfer is to the same grade level or subject. If such transfer is to another grade level or subject the member shall be compensated five (5) additional days at the member's per diem rate.

Any member involuntarily transferred to a different position five or less days prior to his/her first scheduled work day of the next school year shall be granted two (2) days released time to facilitate moving and preparation if the transfer is to the same grade level or subject. If such transfer is to a different grade level or subject the member shall be granted five (5) days released time for moving and preparation.

The Board will provide the transportation of supplies and materials to the new location at the request of the bargaining unit member.

- c. When a bargaining unit member is involuntarily transferred out of a building, due to staff reduction, the member shall have the right to return to the member's original building in the next vacant position for which the person is certified and that exists after the procedure in item 4 is completed and prior to the posting required in item 1 above.
- d. A bargaining unit member involuntarily transferred for performance reasons, who is performing successfully in his/her new assignment may request to return to his/her original building assignment. Such request to return to an initial or similar position may not be made for a period of five years. Should realignment open a position similar *to* the new assignment, the bargaining unit member may transfer back to the original building.
- e. Involuntary transfers shall not be made for the purpose of negating the voluntary transfer procedure in this article.

4. Reassignments Within Building

Whenever it becomes necessary, due to changing enrollment patterns, etc. to make assignment changes within a building, the principal shall make the reassignments on a voluntary basis to the mutual satisfaction of the bargaining unit members at the affected building. If this is not possible, then the choice of assignments shall be given, in turn, to the affected bargaining unit members with the greatest seniority until all reassignments have been made. If a vacancy still exists, then that position shall be posted in accordance with the provisions of this Article. Bargaining unit members employed for less than full time shall be excluded from participation in the building reassignment procedure, but may apply for any posted vacancies in accordance with item 2 above.

5. Assignment of Special Area and Departmentalized Teachers

When it becomes necessary to realign special areas (e.g., art, music, physical education) or departments (e.g. Math, English, 8th grade) the administrator designated to develop the schedule shall meet with the affected bargaining unit members jointly to solicit desires and concerns which the members may have concerning the assignments. The final decision concerning the assignments shall be the responsibility of the designated administrator and at the discretion of the administration.

6. Teachers participating in grant programs and pilot programs will have their primary teaching position protected for a period of two years, one year at a time. Every effort will be made to maintain a less senior employee in the replacement position, thereby, providing a reduction in force situation should an experimental program be cancelled. If the grant or pilot program is extended beyond the two year period, and the teacher chooses to remain in the grant or pilot position, the primary position will be posted in accordance with the language of this contract regarding vacancies.

Should the grant position be ended after the expiration of the two year period, the bargaining unit member may return to a teaching position within his/her certified area(s). Should no vacancies exist the bargaining unit member will return to a vacancy by a R.I.F. action.

K. PROFESSIONAL GROWTH STIPEND FOR GRADUATE STUDY

All bargaining unit members shall be eligible for participation in the professional growth program. To qualify, members must be working towards a degree or taking courses related to their field of certification or toward a planned program in another field of education. Courses must be approved in advance by the Superintendent or designee and deemed acceptable by ODE for licensure. Course must be meaningful and rigorous work as to improve the District's student achievement as determined by the Superintendent or designee. If the requested

hours are in the area of a “planned program in another field of education” the bargaining unit member shall submit said plan along with the request for reimbursement. Reimbursement will be granted for course work completed through an accredited institution. A member on a leave of absence or in a reduction in force status will not qualify for this stipend. The application for professional growth grant shall identify the institution and the course in which the applicant intends to participate. All changes in institutions or courses shall receive prior approval by the Superintendent. In order to participate in the professional growth program, applications must be received in the Superintendent’s office during these time periods each year.

July 1 – Oct. 1 – 1st Semester College
Jan. 1 – Mar. 1 – 2nd Semester College
April 1 – June 15 – For Summer College Courses

At the conclusion of the application period, available funds will be divided evenly by the number of credit hours requested. For the purpose of calculating credit hours semester hours will be used. Reimbursement will not exceed the actual cost of the course. The member must pass with a “C” grade or better to be eligible for reimbursement. Full payment shall be made within twenty (20) days of submission of evidence of successful completion.

Grants will not be awarded to those who qualify and receive tuition from other sources.

The request for reimbursement must be submitted within one year from the issuance of the purchase order.

The maximum annual amount to be available is \$20,000.00. \$6,000 will be available for each of the 1st and 2nd semesters. \$8,000 will be available for the summer semester.

Funds not expended will be rolled over to the next semester cycle.

L. TEACHING CERTIFICATE

The Board shall pay all costs for the renewal of the bargaining unit member’s certificate/license, for the field in which the member is currently assigned. The Board will also pay for/provide necessary CPR and sports medicine training required of members to perform their contractual duties. Should the bargaining unit member choose to not take district sponsored training, he/she shall incur all costs.

M. PERSONNEL RECORD FILE

1. Any Bargaining unit member shall have the opportunity to read any material which may be considered critical of the employee’s conduct, service, character, or personality before it is placed in a personnel file. A member shall acknowledge that the material has been read by affixing the

member's signature to the copy to be filed. A signature shall not indicate agreement with the content of the material, but it indicates only that the member has inspected the material. The member shall have the opportunity to reply to such critical material in a written statement to be attached to the file copy. After a period of five years, and no similar situations having been documented, any material, which had been considered critical of the employee's conduct, service, character, or personality and had resulted in a discipline of less than three days suspension shall be expunged from the personnel file.

2. Bargaining unit members shall be informed within five (5) business days of any complaint which is directed toward them which could become a matter of record.
3. Anonymous letters or materials shall neither be placed in a member's file nor shall they be made a matter of record. Each member shall have the right, upon request, to review the contents of his personnel file. A representative of the Association may, at the member's request, accompany the said member in such a review.
4. Materials will be removed from a member's file when it is determined to be inaccurate or unfair by the grievance procedure. A member shall be entitled to a copy of any material in the member's file.
5. All Evaluations/Observations shall be kept in a member's file. An observation and evaluation file will be set up by the evaluator. All entries into this file must be signed and dated by the teacher with copies given to the teacher. This file will be kept for Phase I & II participants. At the end of the school year the contents of this file will be removed and handed to the teacher. The final report will be placed in the teacher's personal file with a copy to the teacher.

N. COMPLAINT PROCEDURE

1. When a complaint is made about any bargaining unit member by a person concerning a member's conduct or other activities that relate to the member's employment duties, the member shall be informed of the stated concern by the Building Principal as soon as possible, but no later than five (5) working days after receipt of the complaint. The Building Principal and member will attempt to resolve the concern with the person.
2. In no case shall such a complaint be grounds for action or reprimand or discipline against a member without the member having prior notice that would allow a reasonable period of time for the member to attempt to resolve the concern, or be provided a meeting with representation if requested, or provide information on the issue to the administration.

3. Should the person still not be satisfied with the resolution of the Building Principal or should the member and/or principal believe the accusation should not be handled at the building level, the complaint may be referred to the Superintendent. If, after hearing the complaint, the Superintendent believes an investigation of the accusation(s) is warranted, the Superintendent will arrange a conference with the accused member. In arranging the conference, the Superintendent will inform the member that Association representation at the conference is advisable. If the member desires representation and is unable to obtain it on the day the conference is scheduled, the conference will be rescheduled.

At this initial conference, the Superintendent will inform the member of the accusation(s) against the member. The Superintendent will also advise the maker of the complaint, the accused, and any other persons involved in the case of the desirability of maintaining confidentiality while the investigation is in progress.

4. In the event that the accusations involve criminal action, the Superintendent may notify the appropriate legal authorities in order that a proper investigation may be conducted. The Superintendent may conduct an investigation, however, the Superintendent will not discuss the facts of the case with any person not involved in the investigation other than the members of the Board in executive session, until circumstances indicate that termination of the member's employment or other disciplinary measure is advisable.

O. INDIVIDUAL RIGHTS

The administration shall give full support and assistance to faculty members with respect to the maintenance of control and discipline in the classroom. If student behavior is directed at a teacher none of the penalties stipulated in the school's student handbook may be changed or reduced without consulting the teacher. The Board, the Superintendent, and/or the building administration will not interfere with the teacher's right to file charges and/or seek legal redress against any person threatening and/or inflicting injury upon such teacher or damaging such teacher's personal property. The Board agrees that all bargaining unit members are entitled to full rights of citizenship regardless of race, color, creed, nationality, age, or sex. The Board further agrees that members have the right to exercise their constitutional rights of political involvement, without fear of reprisal or discipline in any form, outside of the school day.

The Board further agrees that the private and personal life of any teacher is not within the appropriate concern or attentions of the Board as a condition of employment or renewed employment as long as it does not interfere with teaching or does not conflict with the standards of the community.

The Board further agrees that the members may wear insignias, pins, or other identification of membership in the Association or other civic or professional organizations on school premises, or place Association insignias on individual mailboxes in the school building.

Neither the Board nor the Association shall discriminate against bargaining unit personnel on the basis of race, color, creed, national origin, sex, religion, or for the exercise of rights protected in the Constitution of the United States and the laws of the State of Ohio.

The provision of this Agreement shall be applied uniformly to all teaching employees without regard to race, color, age, religious creed, sex, or national origin.

P. 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 by outside agencies.

In accordance with the basic objectives of democratic society, the school atmosphere shall be conducive to the study, investigation, presentation and interpretation of facts and ideas concerning man, human society, the physical and biological world and other branches of learning subject to accepted standards of professional educational responsibility.

Academic freedom is the liberty to pursue and teach relevant information. As the right to discuss issues is an essential part of the student's freedom to learn, the Board will, through its school staff, encourage and protect the exercise of that right within the Board's adopted course of study, curriculum and the bounds of relevant intelligent inquiry.

Q. PROGRESSIVE DISCIPLINE

1. The Administration may take progressive disciplinary action against any member for just cause. A full written record of a member's professional service shall be maintained (prior to any action of dismissal or reprimand or discipline, including suspension without pay).

Such Disciplinary action shall be imposed as follows:

1st Step - An administrator may informally talk with a member and give reasonable direction to the member in order to avoid situations where reprimands may be necessary. If this informal talk is recorded in the administrator's log for documentation purposes, this shall constitute a verbal reprimand and the member shall be notified. The superintendent will retain authority to increase any discipline should it be deemed necessary.

2nd Step - If the first step does not resolve the matter then the offense shall be reduced to writing by the administrator/supervisor. During a conference held in the administrator's office, the written reprimand will be signed and dated by all persons in attendance. A complete copy will be given to the staff member and Superintendent for placement in the staff member's personnel file. The member may have an Association representative present at the conference. The member shall attach any rebuttal to a disciplinary document within 10 working days. If a member is unable to secure representation for a written reprimand or discipline meeting then the meeting will not take place until representation is secured within a reasonable amount of time.

3rd Step - A member may be suspended with or without pay. Before implementing a suspension, the Superintendent shall hold a conference with the member to discuss the reasons for the disciplinary action and to allow the member to dispute the reasons or otherwise explain the alleged misconduct. Any suspension will be reduced to writing stating the grounds for the action and the length of the suspension. The first suspension shall not exceed three days, the second shall not be for more than five days and any subsequent suspension shall not be for more than 10 days. The Board shall act on the Superintendent's recommendation of suspension at its next regular meeting or a special meeting called to deal with the issue. Prior to the Board's action the member may meet with the Board in executive session, with representation if desired, to dispute the Superintendent's recommendation.

If the Board upholds the Superintendent's recommendation, and the member still disputes the decision, the member may appeal the suspension within 10 working days by initiating Step V of the Grievance Procedure. If the member appeals the suspension, the suspension will be implemented as scheduled by the Superintendent/Board.

2. If a member requests representation, he/she shall have the right to representation at any disciplinary hearing or meeting that may lead to a disciplinary action.

3. Members will be reprimanded in private and not in the presence of any other employee, students, or parents of students or any non-certified employee. Any criticism of a bargaining unit member by a supervisor, administrator, or other agent of the employer shall be made in confidence and never in the presence of students, relatives of students, other bargaining unit members, or at public gatherings. All critiques made shall be confidential.
4. The Morgan Local Board of Education further agrees that no disciplinary action will be taken against any professional employee without due process.
5. Nothing herein shall preclude the Board of Education from omitting the foregoing steps and procedures and instituting suspension/termination proceeding pursuant to O.R.C. 3319.16 and other relevant statutes.

R. BARGAINING UNIT MEMBER EVALUATION

1. Purpose
 - a. To improve instruction
 - b. To help the member to achieve greater effectiveness in performing assigned duties.
 - c. To provide a written record of a member's performance to be used:
 1. As evidence of a member's performance.
 2. In advancement of position and awarding of continued employment.
 3. As reference material for recommendation to other systems.
 4. As written documentation in cases of nonrenewal, termination, discipline or inclusion into the MAP (Mentor Assistance Program).
2. Open Appraisal:
 - a. All monitoring or observation of work performances of a member shall be conducted openly. All formal planned observations and evaluation shall be performed by an ODE credentialed evaluator.
 - b. Principals should give members notice prior to evaluation. The principal will give notice of at least 48 hours of the date and time that he/she will be meeting with the teacher for the required observation that is to be at least 30 minutes in length. The principal shall schedule required pre- and post-observation conferences. The length of the conference shall be sufficient to provide clear direction to the Bargaining unit member.

- c. At the beginning of each school year all new members shall be given the evaluative instrument and all of its components. The evaluative instrument and procedures to be used will be presented to all teachers at this time. Librarians, guidance counselors, speech pathologists, and nurses will not fall under the teacher evaluation guidelines.
3. Fair Consideration of Work Effort:
- a. Members shall be evaluated on their classroom performance only after an entire lesson presentation or classroom period of not less than thirty (30) minutes has been observed.
 - b. Observations shall be followed within five (5) school days by a post-observation conference between the evaluator and the member in order for questions arising from the observations to be discussed. Teachers may “opt out” of pre and post conferences.
 - c. All evaluations shall be in writing.
 - d. Members shall be given, within five (5) school days, a copy of any class visit report, evaluation report, or recorded observations prepared by their Supervisor. The member shall have the right to request a conference within five (5) school days, from the time they receive one or more of these items.
 - e. All evaluations shall acknowledge strengths as well as weaknesses.
 - f. All evaluations shall be signed by both the evaluator and by the person evaluated, and kept on file. The signature of the person evaluated shall not indicate agreement with the content of the evaluation, but only that the member has inspected the evaluation.
 - h. The person evaluated shall be given opportunity to rebut the evaluation in writing. Any written rebuttal must be provided within ten (10) school days of the evaluation conference. If the evaluation conference occurs within the last ten (10) days of the school year, the member shall have five (5) business days after the conclusion of the school year to submit any written rebuttal.

The summative evaluation of a teacher shall be based upon student growth measures resulting from assessments that were administered in the previous school year and performance that is assessed during the walkthroughs and formal observations that are conducted for the current school year. The evaluation shall acknowledge the performance strengths of the teacher evaluated as well as performance deficiencies, if any.

4. Correcting Deficiencies

When an evaluator's observation/evaluation of a bargaining unit member indicates a performance problem on one or more of the components of the evaluation instrument, the administrator and the bargaining unit member will develop an individualized improvement plan (IIP). This plan will focus on the specific areas of concern and provide specific expectations for improvement. The evaluator may design other forms of assistance with input from the bargaining unit member.

If the evaluator believes that the bargaining unit member requires additional assistance to meet the goals of the IIP, or at the request of the bargaining unit member, shall be provided with a mentor/consulting teacher (CT). The Curriculum Director shall appoint the mentor/CT. The mentor shall be a member of the bargaining unit. Every effort will be made to assign a mentor/CT possessing similar certification/licensure.

The mentor will meet with the evaluator to determine the specific needs of the bargaining unit member. The evaluator may provide information regarding other concerns to the mentor as they arise. However, at no time shall the mentor share with the evaluator his/her own concerns.

The mentor shall be granted released time, during the regular school day, of not less than two (2) one-half (1/2) days sessions per semester while assigned to the bargaining unit member to observe the bargaining unit member.

The bargaining unit member shall be granted released time, during the regular school day, of not less than one (1) day per semester while assigned a mentor to observe the mentor or another teacher-either in or outside the district-as directed by the mentor.

The bargaining unit member and mentor shall:

1. Meet once a week, or more if needed, and,
2. Keep an accurate journal of meetings and concerns.

The bargaining unit member will work with the mentor until the evaluator determines that deficiencies have been corrected, the mentoring period is complete, or the bargaining unit member is dismissed from employment. At the conclusion of the mentoring period, the mentor lead team will review both journals to document that the mentoring process was completed.

5. Frequency of Evaluations

- a. Traveling teachers shall be evaluated by their home school principal. All initial evaluations for members of the bargaining unit who are not up for renewal of contract shall be completed by May 10.
- b. Members whose contracts are up for renewal shall be observed based on evaluation guideline timeframes. All observations shall be completed by the following dates: first observation completed by December 15; second observation completed by March 15; and the summative evaluation completed by April 15.
- c. Evaluations shall not be conducted the day before or the day after the Thanksgiving, winter or spring breaks.

6. Contrary to Law Provision

Both the Association and the Board intend the evaluation procedure outlined above to supersede the requirements of Section 3319.111 of the Ohio Revised Code.

7. Evaluation Instrument

- a. The evaluation instrument is not a negotiable item. However, no changes in the evaluation instrument, or process, shall be implemented until the school year following their adoption.
- b. The evaluation instrument must be adhered to, as designed, in order to be effective in its purpose. In the event that changes in the evaluation instrument are necessary a committee made up of members and administrators, of equal numbers up to five (5) for each group, will meet to consider revisions.
- c. The evaluation committee will meet at least two times each year to review the evaluation instrument. One meeting will be held during the summer months (June, July, or August) and one meeting will be held during the winter months (January or February).

S. PROTECTIVE CLOTHING

The employer shall provide protective clothing (i.e. shop coat, hard hat, lab coat, etc.) for unit members working in a shop, laboratory or hazardous location (i.e. Vocational Shop, Industrial Arts, Science Lab, etc.) upon requisition submitted to the building principal. Protective clothing for other uses may be requisitioned.

The member receiving said clothing shall be responsible for cleaning such clothing.

T. NONTEACHING DUTIES

Teachers will not be required to perform the following nonprofessional assignments including, but not limited to, milk distribution and collecting of lunch money from students, restroom duty or custodial functions. This section, however, shall not be construed to preclude bargaining unit members assisting the school administrators in normal or routine supervision.

U. CLASSROOMS, SUPPLIES AND EQUIPMENT

(A minimum classroom should have the following basic items.)

The Board shall make a reasonable attempt to provide:

1. Adequate heat, light, ventilation, and space.
2. 1 bulletin board, 1 pencil sharpener, 1 U.S. Flag.
3. 1 clock, 1 wastebasket, 1 four-drawer file cabinet, adequate number of student desks and chairs, a teacher desk and chair, and adequate storage.
4. Teacher(s) work area(s) supplied with (a) copying machine, worktable, and chairs.

All other supplies, with the exception of desktop and reproduction supplies, shall be obtained through requisition. The Board recognizes that it is the responsibility for providing materials and supplies necessary to teach each approved course of study.

No bargaining unit member shall be asked or required to provide paper, materials, or supplies to teach a course of study.

Each teacher shall be provided with keys to his/her own classroom(s) if keys can be made.

Bargaining unit members shall be provided the opportunity to make recommendations for the expenditure of any money still available.

Equipment Inventory: The Board agrees that no member of the bargaining unit shall be held responsible for the removal of inventoried equipment from the member's classroom without the member's documented knowledge. Once equipment is removed from the member's classroom with the member's knowledge, the member shall no longer be held responsible for said equipment. Responsibility for the inventoried item shall be transferred to the documented recipient of the equipment.

It shall be the responsibility of the building principal to authorize all classrooms inventoried equipment changes and to maintain a current file revealing the location of all inventoried equipment.

V. COMMITTEE ASSIGNMENTS

Committees and/or individual teachers, excluding teachers with extended service, appointed or required to develop a course of study and/or textbook selection shall be granted released time or incidental pay for committee meetings and any additional period of time deemed necessary to complete the project authorized and approved by the Superintendent.

Teachers on extended service required to develop a course of study and/or make a textbook selection shall conduct such a study on their extended service time in lieu of other activities or responsibilities assigned and performed during their extended service days.

W. RESIDENT EDUCATOR MENTORING PROGRAM

The Board shall provide a Resident Educator Mentoring Program as required by state law. In the event the Resident Educator Mentoring Program (REMP) is repealed, this Article of the Agreement is null and void on the effective date of the repeal.

The following definitions will apply to the REMP:

1. Mentor Teacher: A teacher who will provide formative assistance to a Resident Educator.
2. Resident Educator: A teacher who is in the first four (4) years of employment under a teaching certificate/license who is on a four (4) year Resident Educator License or an alternative Resident Educator License of any type or a one (1) year out of state educator license from the Ohio Department of Education.
3. Facilitator: A teacher who facilitates the summative evaluation process for up to ten (10) Resident Educators in the summative year.

Responsibilities of the Mentor Teacher, Resident Educator, and Facilitator will be in accordance with Ohio State law, outlined in a separate document, and posted on the District's website.

The District Resident Educator Program Coordinator (DREPC) and the Superintendent or designee will consult with the Association President prior to selecting teachers for the REMP pairing a Mentor Teacher with a Resident Educator. Mentor Teachers shall have a minimum of five (5) years of certified experience in the State of Ohio. Every reasonable effort will be made to assign a Mentor Teacher to a Resident Educator with a similar certificate.

The District shall cover training fees for Mentor Teacher and Facilitator attending mandatory ODE State mentor training.

Mentor Teachers shall not participate in the evaluation of any Resident Educator.

At the discretion of the Mentor Teacher he/she may schedule two (2) one half (1/2) day sessions during the regular school day for the purpose of meeting with and/or observing the Resident Educator during the first semester. With the approval of the Resident Educator's Building Principal, the Mentor Teacher may schedule two (2) additional one half (1/2) day sessions with the Resident Educator during the second semester. The Resident Educator may schedule two (2) days for observation as directed by the Mentor Teacher.

If a Mentor Teacher has a concern about an entry year teacher's performance or failure to complete resident educator requirements and has been unable to correct the problem, the Mentor Teacher will discuss the situation with the Resident Educator Program Coordinator. The Resident Educator Program Coordinator will discuss the situation with the Resident Educator. If the problem remains, the Resident Educator Program Coordinator will discuss the issue with the Resident Educator's Building Principal who may address the issue with the Resident Educator. If this does not resolve the issue the Building Principal may refer the matter to the Superintendent.

If a Mentor Teacher is unwilling or unable to complete the entire year's service they will be paid for the days that services were completed and a new mentor will be appointed.

Resident Educators will be compensated at the incidental rate for attendance at meetings scheduled by the DREPC. Mentor Teachers will not be compensated for attendance at these meetings.

The following compensation shall apply:

1. Mentor Teacher shall receive a stipend of \$1,000 for each Resident Educator they mentor.
2. If the Mentor Teacher agrees to mentor the same Resident Educator throughout the REMP the following stipend will be in addition to the amount listed in sub paragraph 2 above:
 - Year 2 of mentoring the same Resident Educator = \$500.00
 - Year 3 of mentoring the same Resident Educator = \$300.00*
 - Year 4 of mentoring the same Resident Educator = \$300.00*
3. The Facilitator shall receive a stipend of \$250.00 for each Resident Educator up to a maximum of ten (10).
 - * Payment in Year 4 will not be applicable if the Resident Educator graduates from the Resident Educator Program in Year 3.

X. L.P.D.C.

1. The membership of the Morgan Local Professional Development Committee shall consist of (7) seven members including (5) five teachers and (2) two administrators.
2. The teachers shall be appointed by the Association President with the approval of a majority of the MLEA Executive Committee members present and voting at the Association's May Executive Committee meeting. The administrators shall be appointed by the superintendent. Each committee member must have a minimum of three years of teaching experience in the Morgan Local School District and demonstrate a commitment to professional development as evidenced by completion of an Individual Professional Development Plan (IPDP). In addition, (2) two teachers and one administrator shall be elected/selected to serve as alternates in case of an in-term vacancy.
3. Terms shall run from July 1 to June 30. Committee members will serve a three-year term. Alternates will serve a one-year term.
4. An appeal committee shall be comprised of (2) two teachers and (1) one administrator. The teachers shall be selected from a list of past committee members; one to be chosen by the party requesting the appeal and one to be chosen/appointed by LPDC. The administrator will be appointed by the Superintendent.
5. Any teacher vacancies that cannot be filled shall be appointed by the Association President.
6. Monetary compensation will be in the form of a \$100.00 stipend per meeting. A minimum of (1) one meeting per month will be held each year. In addition, the LPDC chairperson and secretary shall be granted (1) one day release time up to 5 days to complete committee business (e.g. printing, disseminating, filing staff records).
7. All bargaining unit members who are required by law to submit an IPDP to an LPDC member will do so on or before October 1st of each school year. If rejected, an accepted plan must be on file prior to January 1st. LPDC members and administrators will provide all necessary assistance to bargaining unit members whose plans are rejected to assure their acceptability.

Y. PARENT-TEACHER CONFERENCES

Parent-Teacher Conference days may be scheduled by the Board in accordance with the provisions of Section 3317 of the Ohio Revised Code. Parent-teacher conferences may be scheduled beyond the regular teacher day. Should parent-teacher conferences be scheduled beyond the regular teacher workday, teachers will be granted compensatory time off equivalent to the number of hours assigned beyond the normal workday. Parent-teacher conferences shall not be scheduled for periods of time longer than the hours required in the regular teacher day.

Members unable to participate in scheduled parent-teacher conferences due to illness, emergencies, and/or scheduled obligations that cannot be conveniently changed shall schedule their parent-teacher conferences at a mutually acceptable time upon return to duty.

Z. DRUG FREE WORKPLACE POLICY

No employee of the Morgan Local District directly engaged in the performance of work or in connection with any federal grant shall unlawfully manufacture, distribute, dispense, possess, or use on or in the workplace any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana or any other controlled substances as defined in schedules I through V of Section 202 of the Controlled Substances Act 9 21 U.S.C. 812 and as further defined by regulation at 21 C.F.R. 1300.11 through 1300.15.

As a condition of employment, each employee who is directly engaged in the performance of work in connection with a federal grant shall abide by the terms of this policy.

“Workplace” as used in this policy is defined as the site for the performance of work done or in connection with a federal grant. Workplace, therefore, includes an Morgan Local District school building or any school premises; any school-owned vehicle or any other school approved vehicle used to transport students to and from school or school activities; off-school property during any school sponsored or school approved activity, event, or function, including but not limited to field trips or athletic events, where students are under the jurisdiction of the Morgan Local School District and where work on a federal grant is being performed.

As a condition of employment, each employee who is directly engaged in the performance of work or in connection with a federal grant shall notify his or her supervisor of his or conviction of a criminal drug statute for a violation occurring in the workplace as defined above. Such notification shall be provided no later than five (5) days after a conviction. This Board of Education shall, within 10 days after receiving such notice from an employee or otherwise receiving actual notice, notify the appropriate federal agency of such conviction.

Within 30 days of receiving notice of the conviction of a criminal drug statute by any employee who is directly engaged in the performance of work or in connection with a federal grant, this Board of Education shall either: 1) Take appropriate personnel action against such employee for just cause up to and including termination; and/or 2) Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, Law enforcement or other appropriate agency.

GRAMMAR ISSUES

The term “conviction” means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.

The term “criminal drug statute” means a criminal statute involving the manufacture, distribution, dispensation, use, or possession of any controlled substance.

Each employee engaged in the performance of work or in connection with a federal grant shall be given a copy of this policy.

AA. DISTRICT IN-SERVICE DAYS

Bargaining unit members shall be required to be in attendance on district in-service days. Independent in-service activities may be developed by bargaining unit members with the approval of the Superintendent.

BB. IEP DEVELOPMENT AND CONFERENCES

Adherence to Guidelines for the Education of Children With Disabilities

The Board agrees to comply with all state and federal standards in the implementation and provision of programs for the education of handicapped children. The teachers required to complete IEPs shall be provided two days of release time for this purpose. Regular classroom teachers who will have students with IEPs in their classroom may be granted released time to attend IEP conferences. Special area teachers may be granted released time to attend IEP conferences if the student’s handicap will require special adaptation of curriculum or teaching methods to assist the student.

CC. ADMISSION TO SCHOOL ACTIVITIES

The Board agrees to admit members of the bargaining unit to all school activities (e.g., athletic events, concerts, plays) at no charge.

DD. RETIRED/RETURNING TEACHERS

1. Beginning with the 2009-2010 school year will be placed at step zero and will not advance through the salary schedule. Retired/returning teachers hired prior to August 1, 2009 will be grandfathered to advance through the salary schedule.
2. Returning employees will accrue 1.25 days per month sick leave. No sick days accrued prior to retirement may be carried over to reemployment.
3. Beginning with the 2009-2010 School Year rehired retirees will not progress through the contract sequence but be issued a one year limited contract with subsequent one year limited contracts issued for the duration of their reemployment. Retired/returning teachers hired prior to August 1, 2009 will be grandfathered to progress through the contract sequence as any teacher. The number of retired/returning teachers should not exceed 5% of the total teaching staff.
4. No mentoring teacher requirement.

EE. STAFF DEVELOPMENT

1. Unless specifically stated in writing, bargaining unit member participation in staff development (including but not limited to, in-service workshops and professional develop) outside the contract day/year is voluntary. Whenever possible, professional development and in-service workshops will be scheduled during the regular teacher day. This will include scheduling such workshops on days in which the student day is shortened for the purpose of teacher professional development. If it is not possible to schedule a workshop for a regularly scheduled teacher professional development day, or if the workshop cannot be completed within the contract day, teachers will be granted early dismissal on succeeding professional development days to compensate for the additional time expended in professional development.
2. This section applies only to mandatory workshops/meetings planned outside the contract day/year. The administration may schedule mandatory professional development and in-service workshops/meetings outside the contract day/year provided that bargaining unit members are granted released time to compensate for the time expended in professional development --- except as provided in article VIII, section E --- outside the contract day/year. Prior to scheduling a mandatory workshop/meeting the administration will meet with association representatives to pre-determine when compensatory time will be provided. The building principal will meet with the association building representatives in the building to plan building level workshops/meetings. The superintendent, or his/her designee, will meet with the association officers to plan district-wide workshops/meetings. If agreement cannot be reached regarding compensatory time, participation at the workshop/meeting will be voluntary.

3. No member of the bargaining unit will be adversely evaluated nor displaced from employment-either through non renewal or transfer-for failure to participate in voluntary professional development or in-service workshops or activities and meetings outside the contract day or year The administration reserves the right to encourage, but not require, participation in workshops and professional development activities for which compensatory time is not provided.

FF. PROFESSIONAL DRESS

Staff members are expected to dress in a professional manner that is representative of the profession and commensurate with assigned duties.

For all staff members, cargo pants, shorts (except for physical education teachers), blue jeans and t-shirts are prohibited. No clothing shall be frayed or tattered.

Staff members are permitted to dress in a more casual fashion, including shorts and t-shirts of an appropriate nature on non-student days. Special permission may be granted by the building principal to vacate this policy on special events or occasions such as a spirit day or field day.

ARTICLE IX
JOB SECURITY

A. **NON-RENEWAL OF LIMITED CONTRACTS**

1. The procedures set forth in this article shall be the sole procedure utilized by the Morgan Local School District for the non-renewal of limited contracts issued to members of this bargaining unit. The parties specifically intend that these procedures shall supercede Ohio Revised Code 3319.11 and 3319.111.
2. Further, after the second year of employment, no bargaining unit member shall be non-renewed without first having provided with a mentor for a period of at least 27 weeks.
3. Any bargaining unit member whose limited contract is expiring shall be evaluated in accordance with the procedures of this contract. In order to carry out a contract nonrenewal, the Superintendent shall, on or before the 1st of April, deliver or cause to be delivered to the bargaining unit member, a written notification of the intent of the Superintendent to recommend to the board of Education that the bargaining unit member will not be reemployed at the expiration date of the limited contract. Evaluation data or other information in support of the recommendation will be made available to the bargaining unit member or designated representative upon request. The preceding sentences of this paragraph are not intended to imply that just cause is required to be shown for the purpose of contract nonrenewal during the initial two years of employment. After two (2) years of employment, termination must be based on just cause.
4. The Board will act on the Superintendent's recommendation and notify said teacher on or before April 30 of the Board's action to non-renew. Notice will be effective at such time as the notification is delivered to the U.S. Postal Service or by personal service to the teacher. All correspondence shall be sent by certified mail. It is the responsibility of the members of the bargaining unit to keep the Board informed of their current mailing address.
5. The effected bargaining unit member may within ten (10) calendar days of the Board's mailing of the notification or personal service submit a written request to the Superintendent requesting a written statement describing the circumstances that led to the Board's intention not to re-employ him/her. The superintendent shall provide such statement within ten (10) business days. The bargaining unit member may within ten (10) business days of receipt of the Superintendent's statement request a meeting with the Board of Education.

6. Upon request, a meeting will be scheduled with the Board of Education within thirty (30) calendar days of receipt of the request for a meeting from the teacher. The meeting will be held in executive session and shall be of a private nature. The Board will give the bargaining unit member at least forty-eight (48) hours written notice of the date, time and place of the meeting. The bargaining unit member shall have the right to be accompanied at the meeting and to be represented by or through a maximum of five (5) persons. This meeting shall allow the teacher and any representatives to discuss with the Board of Education and Administrators the circumstances of non-renewal.
7. The Board shall direct that a written decision be directed to the bargaining unit member within ten (10) business days following the meeting. This decision shall indicate whether the Board is affirming or vacating the non-renewal action. Unless the Board of Education chooses to vacate the non-renewal action, no further public action is required by the Board.
8. If the Board fails to reinstate the bargaining unit member then the member may appeal the nonrenewal within ten (10) days of receipt of the Board's decision by initializing Step V of the Grievance Procedure.

B. REDUCTION IN FORCE

The following procedures shall apply when it is necessary to reduce the certified staff because of decreased enrollment of pupils at a grade level or in a teaching field* or return to duty of regular teachers after leaves of absence, suspension of school or territorial changes affecting the district, or financial reasons. Based on our Professional Learning Community and District CIP, when faced with RIF's, due to financial reasons, the superintendent or his/her designee will consult with the Labor Management Team and affected teachers to explore options with the understanding that the final decision rests with the superintendent. It is the intent of the parties that the reasons set forth in this paragraph for a reduction in force shall be consistent with the reasons contained in Ohio Revised Code 3319.17

* For purposes of this Article of the contract, the term "teaching field" shall mean subjects or fields for which an employee may hold a certificate/license.

1. Attrition

Where known and where possible, the number of persons affected by a reduction in force (RIF) will be kept to a minimum by not employing replacements insofar as practicable for employees who retire or resign or whose limited contracts are not renewed for performance reasons.

2. Reduction Other Than By Attrition

To the extent reductions are not achieved through attrition, reductions shall be achieved by renewing limited contracts of employment then suspending the contract in accordance with Ohio Revised Code Section 3319.17 and implemented as set forth herein. When it is necessary to implement a reduction in force the affected member shall be notified not later than thirty (30) days prior to the effective date of the reduction that the District intends to reduce the member's position. RIF could be at anytime during the school year. Notification will be as soon as possible.

a. Seniority

Seniority shall be defined as length of continuous service as a bargaining unit member.

b. Measuring Length of Service

1. Date of hire shall be the date on which nominations are made by the Superintendent and approved by the Board.
2. Length of continuous service will neither be interrupted nor increased by Board approved leaves of absence.
3. A tie in seniority shall occur when two (2) or more bargaining unit members have the same seniority date as determined by the seniority list. Ties in seniority shall be broken by lottery, with the most senior member being the one whose name is drawn first, etc. This lottery selection will remain in effect for the duration of the RIF with a new drawing occurring for any subsequent RIF.
4. Seniority shall be lost when a unit member retires or resigns, is discharged for cause, or otherwise leaves the employment of the Board.

3. RIF List

Bargaining unit members selected for suspension under this Article shall immediately be placed on a RIF List and such list shall be given to the MLEA. No new teachers shall be employed by the Board while there are teachers on the RIF List who are certified for any opening.

- a. Reductions shall be made by suspending contracts based upon the Superintendent's recommendation. Members of the bargaining unit to be affected will be notified in writing. All members of the bargaining unit will be placed on a reduction in force list for each teaching field for which they are properly certificated as evidenced

by a current certificate on file with the Treasurer of the District. It is the full responsibility of the employee to make certain any certificate is on file with the Treasurer. Teachers serving under continuing contracts will be placed at the top of the list, in descending order of seniority. Teachers serving under limited contracts will be placed on the list under continuing contract teachers also in descending order of seniority.

- b. When a reduction in force (RIF) becomes necessary the following procedure shall be followed:

Teachers' evaluation rating for the purpose of reduction in force shall be based upon an average of the three (3) most recent summative ratings calculated as follows:

- Ratings of Accomplished shall equal four (4) points;
- Ratings of Skilled shall equal three (3) points;
- Ratings of Developing shall equal two (2) points;
- Ratings of Ineffective shall equal one (1) point.

The sum of the teachers' most recent three (3) years shall be added together, divided by three (3) and rounded to the nearest whole number to find the "average" rating. The teacher shall then be placed in the appropriate order on the reduction in force list based on his/her average rating. For example, a teacher rated Developing, Skilled, and Skilled in the most recent three (3) years would be slotted in with the teachers rated Skilled ($2+3+3 = 8 / 3 = 2.666$ which is rounded to 3 = Skilled).

Limited contract teachers shall be reduced first utilizing the following order:

1. Ineffective evaluations as measured by the average of the final summative ratings.
2. Developing evaluations as measured by the average of the final summative rating.
3. Skilled evaluations as measured by the average of the final summative rating.
4. Accomplished evaluations as measured by the average of the final summative rating.

Only when the necessary reduction of staff required exceeds the number of limited contract teachers in the affected field shall continuing contract teachers be reduced by utilizing the same order as above.

Recommended reductions in a teaching field will be made by selecting the lowest person on the reduction in force list for that area of certification who is currently assigned to a position in that teaching field. A teacher so affected may elect to displace a teacher who holds the lowest position on the seniority list for another area of licensure/certification in the subject or grade level of the affected teacher's choice in the building of choice. A teacher may elect to bump only into a position for which he/she is licensed. Any such election must be made within five (5) business days of the time when the teacher is notified in writing that the teacher will be affected.

4. Recall

A bargaining unit member whose name appears on the RIF/Recall list shall be offered reemployment when a position becomes available for which the member is certified/licensed. Teachers shall be returned to active employment in reverse order of the reduction in force to fill vacancies for which they are certified/licensed.

a. Notice of Recall

If a vacancy becomes available, the Board shall recall the teacher to active employment status by giving written notice to the teacher. Said written notice shall be sent to the teacher by registered or certified letter addressed to the teacher's last known address. It shall be the responsibility of each teacher to notify the Board of any change of address. If a teacher fails to accept reemployment in writing postmarked within ten (10) calendar days from the date said notification was delivered or attempted to be delivered to the last known address, said teacher shall be considered to have rejected the offer and shall be removed from the RIF/Recall List.

b. Time on RIF/Recall List; Status Upon Return

Each teacher shall remain on the RIF/Recall List for twenty-four (24) months from the last day of active service in the system unless the teacher fails to accept recall or waives any recall rights. Any teacher who is recalled to regular full-time position shall be credited with sick leave accumulation and years of service for salary schedule placement attained prior to reduction.

C. BCII REPORT

1. In the event it is necessary for the Board to employ a teacher prior to having received the results of the criminal records investigation, that teacher's employment shall be contingent upon subsequent receipt by the Board of a report from the Bureau of Criminal Identification and Investigation (BCII) which is not inconsistent with the teacher's answers

to questions on the job application. In such an event, if a report is subsequently received from the Bureau of Criminal Identification and Investigation, which is inconsistent with the teacher's answers to questions on the job application, the teacher shall be notified in writing by certified mail or personal service. If the teacher does not deny the accuracy of the BCII report within five (5) working days, the action of the Board employing such teacher shall be void without any further act by any party, and without the necessity of proceedings under Ohio Revised Code 3319.16 to formally terminate such teacher's contract of employment.

2. If the teacher denies the accuracy of the BCII report, the teacher shall immediately be placed on leave without pay but with benefits for a period of up to thirty (30) days. If within that period, the Board receives a corrected report from BCII which is not inconsistent with the teacher's answers to questions on the job application, the teacher shall be returned to duty with back pay to resume his/her contract status in effect as of the beginning of such leave. If within the period of such leave the Board does not receive a corrected report from BCII which is not inconsistent (is consistent) with the teacher's answers to questions on the job application, the action of the Board employing such teacher shall be void without any further act by any party, and without the necessity of proceedings under Ohio Revised Code 3319.16 to formally terminate such teacher's contract of employment.

ARTICLE X
SEVERABILITY

- A. In the event that there is a conflict between a provision of this agreement and any applicable state or federal law, or valid rule or regulation adopted by a federal agency or state agency pursuant thereto, the applicable state or federal law or valid rule or regulation adopted by a federal or state agency shall prevail as to that provision, if such law, rule, or regulation is made by law to prevail. All other provisions of this agreement which are not in conflict with any applicable state or federal law, or valid rule or regulation adopted by a federal agency or state agency pursuant thereto, shall continue in full force and effect in accordance with their terms.

- B. If during the term of this Agreement, there is a change in any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, which would legally invalidate any provision of this Agreement, the parties will meet to negotiate any necessary change in the Agreement relative to the affected provision within thirty (30) days by demand of either party.

- C. If, during the term of this Agreement, there is a change in any application (applicable) state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, which requires the Board of Education to develop policies that affect the term(s), condition(s) of employment, or working condition(s) then the parties will meet to negotiate the additional term, condition of employment, or working condition within thirty (30) days by demand of either party.

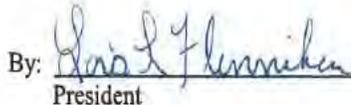
ARTICLE XI
EFFECTS OF CONTRACT

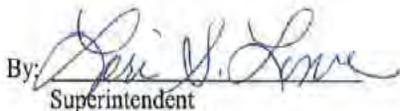
- A. The terms of this Agreement will be effective from July 1, 2014 and will continue and remain in full force and effect until June 30, 2017. Negotiations for a successor agreement will commence pursuant to the provisions of this Agreement.
- B. This Agreement represents the full understanding and commitment between the parties. Additions, deletions or changes in this Agreement can be done only by an amendment properly signed by each party.
- C. The Morgan Local Board of Education shall change its personnel policies and practices as may be necessary in order to give full force and effect to this Agreement. Should there be a conflict between this Agreement and any such policy or practice, then the terms of this Agreement shall prevail.

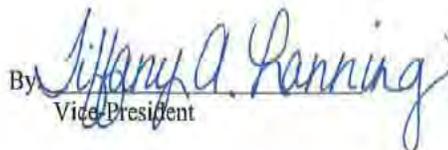
MORGAN LOCAL
BOARD OF EDUCATION

MORGAN LOCAL
EDUCATION ASSOCIATION

By: 
President

By: 
President

By: 
Superintendent

By: 
Vice President

Dated: 7-18-14

Date: 7-18-14

MORGAN LOCAL SCHOOL DISTRICT

P.O. BOX 509
McCONNELSVILLE, OHIO 43756
PHONE 740-962-2782
FAX 740-962-4931
www.mlsd.k12.oh.us

LORI SNYDER-LOWE, SUPERINTENDENT

SUSAN TROUTNER, ASSISTANT FOR INSTRUCTION

SUSAN GABLE, TREASURER

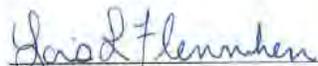
Memorandum of Understanding

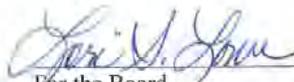
Whereas, in the course of negotiating the 2014-2017 successor agreement between the Morgan Local Board of Education (Board) and the Morgan Local Education Association (Association), the parties verbally agreed to a change in the determination of seniority under Article IX(B)(2)(b)(3) and;

Whereas, the parties inadvertently did not execute a written tentative agreement amending the language to reflect a change in the lottery process;

Be it resolved, that the following amendment shall be enacted upon ratification of this Memorandum by full Association membership and Board:

3. A tie in seniority shall occur when two (2) or more bargaining unit members have the same seniority date as determined by the seniority list. Ties in seniority shall be broken by lottery, with the most senior member being the one whose name is drawn first, etc. This lottery selection will be held after any Board meeting at which two (2) or more bargaining unit members are hired, and shall remain in effect until such time as there is a qualifying break in seniority, as defined in this agreement. The District Treasurer, or designee, will conduct the drawing in the presence of the Association President, or designee. A lottery drawing for permanent seniority placement shall be held upon ratification of this agreement for all sets of bargaining unit members employed after July 1, 2008 who have the same seniority date. Any other seniority issues will be dealt with on an as needed basis. ~~remain in effect for the duration of the RIF with a new drawing occurring for any subsequent RIF.~~


For the Union _____ 11-12-14
Date


For the Board _____ 11/13/14
Date

Proud of Our Past, Focused on Our Future

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
MORGAN LOCAL BOARD OF EDUCATION
AND THE
MORGAN LOCAL EDUCATION ASSOCIATION

WHEREAS, in the course of negotiating the 2014-2017 successor agreement between the Morgan Local Board of Education (Board) and Morgan Local Education Association (Association), the parties agreed to the language provision below regarding teacher evaluations, under Article VIII(R):

The summative evaluation of a teacher shall be based upon student growth measures resulting from assessments that were administered in the previous school year and performance that is assessed during the walkthroughs and formal observations that are conducted for the current school year.

WHEREAS, the Board has raised concerns regarding the implementation of this provision of the contract which would require utilizing student growth measures from the previous school year for all teachers regardless of which OTES Student Growth Measure category they fall under (A1, A2, B, C), and;

WHEREAS, the Association maintains that the language ratified is legally permissible, but acknowledges there remain unanswered questions regarding aspects of implementing this language;

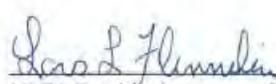
BE IT RESOLVED, that the Association and Board agree to defer the implementation of the aforementioned provision under Article VIII(R) of the 2014-2017 Negotiated Agreement between the Morgan Local Board of Education and Morgan Local Education Association for the 2014-2015 school year only, to allow both parties to explore legal concerns, and discuss possible implementation options with the evaluation committee for the following year. For the 2014-15 school year, the Student Growth Measure component of the final summative evaluation shall be based on Value-Added scores resulting from the 2013-14 school year, with all other Student Growth Measures resulting from current year (2014-15) assessments. The parties may, by mutual agreement, extend the terms of this Memorandum beyond the 2014-15 school year.

Morgan Local Board of Education

Morgan Local Education Association



Superintendent Date 11/13/14



MLEA President Date 11-13-14