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MASTER AGREEMENT

between the

**GOVERNING BOARD
of the
MAHONING COUNTY
EDUCATIONAL SERVICE CENTER**

and the

**MAHONING COUNTY
EDUCATIONAL SERVICE CENTER
EMPLOYEES' ASSOCIATION**

**June 30, 2014
thru
June 30, 2017**

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ARTICLE I: RECOGNITION

1.00 The Parties

This agreement is by and between the Governing Board of the Mahoning County Educational Service Center (MCESC), hereinafter referred to as the Board, and the Mahoning County Board of Education Employees Association (MCESCEA) hereinafter referred to as the Association.

1.01 The Unit

- A. The bargaining unit shall EXCLUDE the following supervisory, managerial and confidential employees of the Mahoning County Educational Service Center:

Superintendent
Assistant Superintendent/HR Director
Treasurer
Assistant Treasurer(s)
Executive Director(s)
Director(s)
Assistant Director(s)
Supervisors
Administrator, Family Children First Council
Coordinators
Administrative Secretary
Bookkeepers
Records Secretary

In addition, all interns and special grant personnel (SStR5, VRP3, and Alternative EW) who are funded for a limited project period, eighteen (18) months or less, are to be excluded. Should any of the organizations that are currently listed in the unit fall into this category, this would generate negotiations in regards to this language.

- B. The bargaining unit shall include all employees of the Mahoning County Educational Service Center and associated agencies not excluded under Section 1.01-A above.
- C. Substitutes who are employed during the term of an employee's paid or unpaid leave of absence, including vacation and sick leave and who work less than sixty (60) days during a fiscal year shall be excluded from the bargaining unit. Substitutes who work sixty (60) or more days consecutive in the same position during a fiscal year shall be included in the bargaining unit.

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- D. Whenever there is a change of title of one of the positions listed under Exclusion, the MCESCEA will join with the Superintendent to send a proper notice to SERB if necessary.

Whenever a new position is created the Superintendent will notify the MCESCEA of whether it is to be considered an exclusion or inclusion. If the MCESCEA does not concur, a meeting will be held to discuss the proper placement. If agreement is not reached, a joint letter requesting assistance will be sent to the State Employment Relations Board.

1.02 Representation

- A. The Association shall be the bargaining representative until removed in accordance with the provisions of the Ohio Revised Code 4117.
- B. Members of the bargaining unit shall have the right to join or refrain from joining the Association.

1.03 Dues Deductions

Employees may have dues deducted from their paycheck.

1. The Association shall notify the treasurer of those who are to pay dues by submitting signed dues authorization forms (See Appendix A).
2. From each paycheck of October through September, the treasurer shall make deductions in equal amounts to pay the dues. However, employees can withdraw dues deduction authorization at any time by submitting a dues revocation form (See Appendix B) to the district treasurer which will be communicated to the Association within five (5) work days.
3. It shall be the responsibility of the Association to notify the treasurer of the amount of dues and of any changes.
4. The Association shall indemnify the Board against any and all claims, demands, suits, costs, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Board for the purpose of complying with this provision.

1.04 Local Contributions to MCESCEA

Employees may have contributions deducted from their paycheck.

1. The Association shall notify the treasurer of employees making contributions to the association by use of an authorization form (See Appendix A).
2. From each paycheck of October through September, the treasurer shall make deductions in equal amounts to accomplish the preset contribution. However, employees can withdraw contribution authorization at any time by submitting a

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contribution revocation form (example Appendix B) to the Treasurer who will communicate this information to the Association within five (5) work days.

3. It shall be the responsibility of the Association to notify the treasurer of the amount of the donation and of any change to the predetermined amount.
4. The Association shall indemnify the Board against any and all claims, demands, suits, costs, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Board for the purpose of complying with this provision.

ARTICLE II: NEGOTIATIONS PROCEDURES

2.00 Representation

Designated representatives of the Board and the Association shall meet to negotiate in good faith in accordance with the procedures set forth within this Article II. The Board's negotiating team and the Association's negotiating team shall be limited to not more than six (6) members on each team. In addition, the Association may have one (1) observer who will not participate in discussions at the table and who shall be the same person for the entire negotiations. Neither party shall have control over the selection of the other party's team members.

2.01 Authority of Negotiators

While no final agreement can be executed by the negotiators, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make and consider proposals and counter-proposals and reach compromises in the course of negotiations.

2.02 Good Faith Negotiating

"Good Faith" means carrying out the process of collective bargaining with the intention of reaching an agreement. This does not mean that either party is compelled to agree to a proposal nor does it require the making of a concession.

2.03 Consultants

The parties may call upon consultants, but the attendance of such consultants at the negotiations table shall not cause the maximum number of team members to exceed six (6). Cost of such consulting service shall be borne by the calling party.

2.04 Scope of Bargaining

Representatives of the Board and the Association will bargain in good faith 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 most current collective bargaining agreement.

2.05 Request for Bargaining

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- A. If the Association or Board desires to open bargaining, it shall notify the other party in writing no later than March 1st and not earlier than February 1st, immediately prior to the expiration date of the agreement. Notification in writing from the Association shall be served on the Superintendent and notification from the Board shall be served upon the Association President. If neither party notifies the other within the prescribed period of time, the contract will be extended by one (1) year.
- B. Within thirty (30) days after receipt of such notice, an initial meeting will be held at which the Association and Board shall submit their proposals in writing.
- C. Proposals shall in form and detail specify that to which agreement is sought. Topical listings of items proposed for negotiation ("laundry lists") shall constitute a clear failure of compliance with this requirement and may be disregarded.
- D. The items proposed shall constitute the total for negotiations and no additional proposals may be brought to the table unless otherwise agreed by the parties. The remaining items of the then current contract shall remain in force and effect, and shall be part of any successor agreement.

2.06 Bargaining Meetings

- A. Bargaining meetings shall be scheduled by the parties and, until bargaining is concluded or impasse is declared by either party, either party may require at each meeting a decision on the date, time and place of a subsequent meeting.
- B. Meetings shall be scheduled at reasonable intervals, places and times.
- C. Bargaining meetings shall be closed to the press and public.
- D. Either party may recess for caucuses at any time.
- E. Minutes of meetings shall be kept by each party only if that party deems necessary and only in such form and detail as it may determine advisable.

2.07 News Releases

Prior to impasse, information regarding negotiations may be released to the press only upon prior approval of both parties.

2.08 Agreement

A. Tentative Agreement

As negotiation items become tentative agreements, they shall be reduced to writing and initialed by the chief spokesperson of each party. When all items have been tentatively agreed to, they shall comprise a tentative agreement.

B. Ratification

Within twenty-one (21) days following tentative agreement on all items, they shall be submitted to the Board and Association for ratification. If ratified by both the Board and the Association, they shall constitute the collective bargaining agreement between the parties. If a party does not ratify or reject the tentative agreement within twenty-one (21) days of having reached tentative agreement, the tentative agreement will be deemed accepted by that party.

2.09 Impasse

When either party declares impasse, the Federal Mediation and Conciliation Service will be called upon to assist the parties. Once mediation has been exhausted, the union shall have a right to strike pursuant to O.R.C. 4117.14(D)(2).

This constitutes the parties entire mutually agreed dispute resolution procedure and supersedes the statutory procedures found in O.R.C. 4117.14.

2.10 Purpose

This procedure contained herein will only apply to negotiations for a successor agreement and re-openers.

ARTICLE III: GRIEVANCE PROCEDURE

3.00 Grievance Policy and Objectives

The Board and the Association recognize that in the interest of effective personnel management, a procedure is needed whereby unit members can be assured of a prompt, impartial, and fair redress of grievances. The objective of such a procedure is to secure, at the lowest administrative level and in the shortest period of time, equitable resolutions to grievances.

3.01 Definitions

- A. A "grievance" is an alleged misapplication, misinterpretation or violation of the collective bargaining agreement.
- B. A "grievant" is the unit member claiming a grievance.
- C. A "day" shall be a work day during the school year and week days during the summer months except Memorial Day, July 4th and Labor Day.

3.02 Time Limits

The number of days indicated at each level of the grievance procedure is to be considered a maximum. However, the time limits specified at each level may be extended by written agreement of the parties involved, provided such extension is agreed to within the time limits provided at the level to be extended. If appropriate

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action is not taken by the grievant within the time limits specified herein or as extended by mutual agreement, the grievance will be deemed settled on the basis of the disposition at the preceding level. If the Board or its administrators, or representatives, fails to take appropriate timely action, the grievance shall be advanced to the next level.

3.03 Procedure

Level One -- Immediate Supervisor / Director:

A unit member(s) who believes that he/she has a grievance shall attempt to resolve the matter informally with his/her immediate supervisor and/or director.

Level Two -- Superintendent:

If the grievance is not resolved informally at level one with the immediate supervisor and/or director, the grievant may file a formal written grievance with the superintendent within thirty (30) days of the date on which the grievance occurred or of the date when the grievant became aware or should have been aware of the grievance occurring. A unit member(s) filing a grievance shall do so in writing to the Superintendent on a grievance form (See Appendix C).

Within ten (10) days of the receipt of such grievance, the Superintendent or his/her designee will meet with the grievant and his/her representative in an effort to resolve the grievance. The Superintendent or his/her designee shall render a written decision to the grievant and the Association within ten (10) days after such meeting on the same grievance form.

Level Three -- Arbitration:

If the Superintendent's decision is not satisfactory to the grievant and to the Association, the Association may thereafter appeal the decision to arbitration within fifteen (15) days by giving written notice to the Board. Prior to the panel being selected or if none of the panel members are available within two (2) months of the notice, arbitration shall then be implemented by requesting a list of arbitrators from the Federal Mediation and Conciliation Service. The Superintendent and the Chairperson of the Association's Grievance Committee, or their respective designees shall select the arbitrator from the list of seven arbitrators obtained from the FMCS by alternately striking names from the list. A coin shall be tossed to determine who shall strike first. The arbitrator shall not make any decision which is contrary to law or the provisions of this agreement and shall have no power to add to, or subtract from the terms of this agreement as written. Further, the arbitrator is specifically prohibited from making any award which is contrary to law. The decision of the arbitrator shall be final and binding upon the parties.

Any fees and costs for the services of the arbitrator shall be borne by the losing party. Each party shall be responsible for any cost it generates in the processing of its side of the case.

3.04 Miscellaneous Provisions

- A. A grievance may be withdrawn at any level without prejudice.
- B. Nothing contained herein shall be construed as limiting the right of any unit member having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association, provided the adjustment is consistent with the terms of this agreement.
- C. No reprisals of any kind shall be taken by or against any unit member for filing a grievance or participating in the grievance process.

ARTICLE IV: ECONOMIC BENEFITS

4.00 Salary Increases

- A. Effective the 2014-2015 and 2015-2016 school years, all current unit members eligible for a step will receive one step increase. Current unit members not eligible for a step will receive a 1% increase to their current salary.

Effective the 2016-2017 school year, all increases to the base salary of current unit members will be determined by the average increase (i.e., raises) in base salary of all partner Districts the ESC serves. In determining the average wage increases from the partner districts, implementation of a step increase will be converted to an additional 1% base increase. If partner Districts provide alternative compensation in addition to or in lieu of an increase to base salary or a step, the ESC Fiscal Committee will consider the alternative compensation relative to determining an increase to current unit members' base salaries.

- B. A Fiscal Committee ("Committee") will be formed consisting of Administrators and one (1) representative from each of the classification series areas selected by the Association. The function of the Committee shall be to provide a collaborative environment to confer and evaluate the average increase (i.e., raises) in base salary of all partner Districts the ESC serves and to determine whether such average increase should be applied to unit members' base salaries.
 - 1. The Committee will meet on an annual basis on a date designated by the Committee prior to the beginning of the school year, or as otherwise determined by the Committee.
 - 2. An Administrator and a designated representative of the Association will meet to prepare an agenda in advance of the meeting.
 - 3. Unless otherwise agreed, the meeting will be conducted at a time that does not conflict with the normal instructional day for students and/or which minimizes the need for employing substitutes for the Association representatives in attendance.

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4. Employees attending a Committee meeting during his/her regular work hours will not lose any pay for such attendance.
- C. Effective the 2014-2015 school year, the starting salary for employees hired on or after July 31, 2014, will be determined by taking the employee's base salary, as noted on the factoring schedule, and applying to it additional weighed "factors" that will result in an increase to the base salary. These weighted "factors" include, training, time, experience, responsibility and longevity. See Appendix D, Employees Hired during or after the 2014-2015 School Year Factoring Schedule.

Effective the 2015-2016 school year, employees hired on or after July 31, 2014, will receive a minimum 1% increase to their current salary. If the Fiscal Committee determines the increase to be more than 1% based on the formula, the greater increase will be implemented.

Effective the 2016-2017 school year, an increase to base salaries for employees hired on or after July 31, 2014 (as determined by the above paragraph), will be determined by the average increase (i.e., raises) in base salary of all partner Districts the ESC serves in accordance with Paragraph A., above.

- D. Effective the 2016-2017 school year, the Factoring Schedule applies to all employees. Factors are not applied retroactively for current employees.
- E. All employees regardless of the number of contracted work days per year shall receive 24 paychecks via direct deposit. Direct deposit for all employees will be issued on the fifteenth (15th) and thirtieth (30th) calendar day of each month. The last calendar day of February will be the second pay for that month. When a scheduled pay day falls on a weekend or scheduled holiday, direct deposits shall be issued on the last work day prior to the scheduled pay day. Direct deposit is mandatory for all employees.
- F. Upon termination of employment due to unacceptable performance or retirement, the salaried unit member shall receive payment of all money owed within the next scheduled pay period. Members who resign have the option to receive payment of all money owed within the next scheduled pay period or to receive regular direct deposits until all money owed has been paid.

4.01 Overtime/Extended Time/Extended Contracts

A. Overtime

Non-certified unit members who work more than forty (40) hours in a regular work week shall be paid one and one-half (1 ½) times their hourly rate for all time worked in overtime status. Prior to working overtime hours, non-certified unit members must have been authorized by their immediate supervisor to work said overtime hours.

B. Extended Time

Non-certified unit members who are specifically required to work by their immediate supervisor more than thirty-seven and one-half (37½) hours but less than forty (40) hours in a work week shall be paid for all hours required to work at their hourly rate.

For the purposes of this provision only, hourly rate will be calculated accordingly: *annual salary divided by the product of the number of contract days times the number of daily contract hours.*

Certified unit members who are exempt under the Fair Labor Standards Act will not receive over-time, pursuant to federal law, and will not receive extended time.

C. Extended Contracts

Extended/additional contract days may be granted by the Board to unit members. Pay for each extended contract day shall be the unit member's per diem regular contract daily rate.

- D. Supplemental contracts for licensed/certificated employees may be granted by the Board to unit members for duties beyond the employee's contracted job description. These contracts shall specify the supplemental duties and the compensation. Supplemental contracts shall automatically expire and shall be considered non-renewed on the final day of the contract year.

4.02 Severance Pay

- A. After ten (10) years of service in SERS or STRS with a political subdivision of the State or the State or a combination thereof and a minimum of 5 years of service as an MCESC employee, all unit members who retire from active service, in accordance with the provisions of State Teachers Retirement System or the School Employees Retirement System, shall be eligible for severance pay.
- B. Severance pay shall be determined as follows: divide the unit member's total annual contract salary by his/her annual work days according to his/her regular contract. This shall be the unit member's average daily rate of pay. The daily rate of pay shall be multiplied by one-fourth (1/4) of his/her accumulated unused sick leave to a maximum fifty-three (53) unused sick leave days. The product shall constitute the unit member's severance pay.
- C. The unit member may choose to take his/her severance pay any time between the date of acceptance into the retirement system and the succeeding January 31st upon presentation of a copy of the first retirement check to the district's Treasurer.

4.03 Car Allowance

- A. Unit members who use their personal vehicle in the performance of their duties shall be compensated at 95 % of the IRS rate in effect at the time of the travel, rounded up to the next whole cent when the calculation is at \$.005 or more. Annual reimbursement shall be capped beginning at \$2,500 and thereafter increase or decrease at the same percentage as the reimbursement rate per mile. The Superintendent or designee may waive the annual cap after a review of circumstances.

- B. The Board will reimburse employees according to the "shortest distance" mileage between the two travel points as identified by a universally accepted electronic GPS, i.e. Google, MapQuest, Garmin, Tom-Tom.

The Governing Board does not compensate mileage from home to work or work to home, unless specifically provided herein. Claims for mileage between an employee's residence and place of work shall not be reimbursed, unless an employee has an assigned home base(s) (as assigned by the supervisor) and is directed to report to a location other than his/her assigned home base(s) to begin his/her day. In this circumstance, no claims for mileage should be made if the mileage is less than the mileage between home and the home base(s). If mileage is greater, however, the difference in mileage may be claimed for reimbursement. The same applies at the end of the day.

Claims may be made for travel between places of work during the school day. Mileage will be reimbursed based upon distances from the first work site of the day to the last work site of the day.

Private Vehicle: An employee who uses his/her vehicle for an approved work assignment under 150 miles will be compensated for mileage as set forth in this section.

Rental Vehicle: An employee will secure a rental vehicle with an office issued credit card for an approved work assignment over 150 miles that is 1-3 days in duration. In this case, the credit card may cover the cost of the rental and gas for the rental car.

Private Vehicle in Lieu of Rental: An employee who is authorized by his/her supervisor to use his/her personal vehicle for an approved work assignment over 150 miles that is 1-3 days in duration will be reimbursed using the formula of total mileage divided by 30 miles per gallon times the rate of gas per gallon according to receipt(s) plus a fee equal to the current MCESC vehicle rental fee. Example: 360 miles divided by 30 (miles per gallon) equals 12 gallons times \$2.45 (receipted price per gallon) = \$29.40 + \$38.99 (vehicle rental fee) = \$68.39 total. The employee shall not receive payment for mileage in this circumstance.

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Car Pooling: Car pooling for those employees attending the same meeting will be mandatory unless circumstances, approved by the appropriate supervisor, waive this provision.

- C. When an employee is traveling outside of his/her routine work area (e. g., workshops, conferences, meetings, etc., to other cities, counties, states), he/she will be compensated for business related travel at the Board's approved compensation rate for actual odometer miles from their starting point (home, office, work site) to their return point (home, office, work site).

4.04 Insurance

Unless changes are mutually agreed to by the Board and Association, the following insurance benefits in effect with the execution of this contract and for the duration shall be provided for all unit members based upon their contracted work days. Employees shall receive Governing Board contributions to their insurance coverage as identified below. Full Governing Board contributions require an employee to be contracted for a minimum of 186 days (certified staff), or 191 days (non-certified staff). The employee's share of insurance costs will be paid by payroll deductions.

See 4.04-E to define eligible benefits for those employees who are less than "full time."

- A. The Board of Education will fully meets obligations to provide health care benefits and services under this collective bargaining agreement by participating in the health benefits program of the Mahoning County School Employees Insurance Consortium. The Board shall provide health, prescription, dental and vision coverage through the MCSEIC. The coverage shall be the standardized MCSEIC specification in effect on July 1, 2014.

The Board will pay the following maximum contributions per year for single, and family coverage and the employee shall pay the remaining cost:

2014-17: 90% single; 80% family, EES, EEC coverage.

- B. Dental Insurance

The Board will pay the following maximum contributions per year for single, employee and spouse (EES), employee and child(ren) (EEC) and family coverage and the employee shall pay the remaining cost:

2014-17: 90% for single, EES, EEC and family coverage

- C. Prescription Drug Plan

The Board will pay the following maximum contributions per year for single, employee and spouse (EES), employee and child(ren)(EEC) and family coverage and the employee shall pay the remaining cost:

2014-17: 70% single; 55% family coverage, EES, EEC coverage.

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The prescription drug coverage shall be an \$8.00 co-payment for generic and a \$15.00 co-payment for brand name (formulary) and \$20 for non-formulary prescriptions, limited to a 30 day supply.

The mail order program shall be an \$16.00 co-payment, generic driven for a 90 day supply, \$30.00 co-payment for brand name (formulary) and \$40.00 for non-formulary prescriptions, limited to a 90 day supply.

D. Optical insurance shall be available, with the employee paying 100% of the premium.

E. Term Life Insurance

The Board will provide a group life insurance policy equivalent to \$25,000 for full-time employees if requested by the employee. The Board will pay 100% of the cost for each employee.

F. Part-Time Employment

Employees whose contracted work days are equal to 50% of what has been identified as full benefit eligibility have the option to participate in the insurance program. Full Governing Board contributions begin at 186 days (certified staff) or 191 days (non-certified staff). For those eligible employees whose annual work days are less than those figures, the Board will pay a maximum premium cost equivalent to a pro-rated amount of the Board's maximum premium. The Board's pro-rated basis will be equivalent to a percentage of the employee's contracted work days as compared to the days defined above. Employees will pay the remaining costs.

G. IRS 125 Plan

The Board shall provide an IRS 125 Plan to tax shelter the employees contribution toward the health, dental, and drug and other insurance premiums.

H. Unpaid Leave Insurance

Employees electing to maintain insurance coverage during an unpaid leave of absence shall be responsible for all premium charges at current board rate plus any premium increases during the period of leave. For employees on FMLA leave, the Board continues to pay its contribution to employee health care premiums.

I. Insurance Waiver

A full time unit member who waives coverage for medical, dental and prescription insurance for a twelve month period (October through September) will receive \$500 minus appropriate payroll taxes. Employees under contract at the beginning of the contract year must request a waiver between August 1 and September 30 to receive the rebate. Employees hired after October 1 must

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request the waiver within fourteen (14) days of hire. The rebate amount for employees hired after October 1 and/or who leave the employ of the board before the completion of the insurance year shall be prorated based on the number of months during which employee premium payments would have been deducted had the employee chosen coverage. The rebate will be paid in October following the full year waiver.

J. Provision for Re-Opening Contract Negotiations for Insurance Only

Should the state legislature provide at any time during the length of this agreement a state-wide health care plan for public school employees, the parties agree that contract negotiations will be re-opened for the limited purpose of discussing the potential benefits of such health care plan. A joint committee made up of three representatives from each of the Board and the Association will determine if it is in the best interest of the ESC and its employees to join this plan rather than wait until the end of the bargained agreement. This committee will then make a recommendation to the Governing Board and the Association relative to health care coverage.

This committee shall also explore the benefits of HSA's and other similar cost saving and containment health care options and upon agreement propose the use of an MOU to implement such plan during the course of this agreement with the expectation to include in a successor agreement.

4.05 Substituting

Whenever a non-certified bargaining unit member is assigned to work in a higher level position due to the absence of another bargaining unit member for a continuous period of more than one week, he/she shall be paid at that higher rate commensurate with the substituting bargaining unit member's years of experience (placement on the salary schedule) for all hours worked.

4.06 Special Compensation

- A. Local Professional Development Committee members will be compensated for meetings outside of the regular work day at an hourly rate of \$17.00.
- B. The Lead Mentor is responsible for coordinating the entry year teacher program for MCEC entry year teachers and mentors who are assigned to them. He/she will be compensated at the rate of \$500 for serving from one to three entry year teams (teacher and mentor), and at the rate of \$100 for each entry year team in excess of three.
- C. Mentors are responsible for providing personalized support to an entry year teacher. Mentors should not be assigned more than one entry year teacher, and will be compensated at the rate of \$500.

4.07 Pick-up of Retirement

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In accordance with Internal Revenue Service rule 77-464 and Ohio Attorney General Opinion 82-097, the Board shall "Pick-Up" the unit member's contribution to the State Teachers Retirement System and/or School Employees Retirement System. "Pick-Up" means that the unit member's contribution to his/her retirement is not taxed at the time of payment.

Should the rules and regulations of the IRS, STRS, or SERS change which makes this procedure unworkable, this policy shall become null and void and the former procedure of employee/employer contributing to the retirement systems shall become effective. The Association shall be notified as soon as possible in advance of any such change in IRS, STRS or SERS policy and shall be given a copy of any notice about the change in policy.

4.08 Employment of Public Systems Retired Individuals

The following terms and conditions relate to the employment or re-employment of individuals following such members' service from STRS/SERS, PERS or public retirement system from another state.

1. Except as otherwise specifically set forth herein, the Board is under no obligation to employ any retired employee and the parties hereto explicitly agree that there is no expectation of continued employment or re-employment when an employee retires from the Mahoning County Educational Service Center. However, Mahoning County Educational Service Center employees who provide the Board with written notice of at least 90 days of their intended retirement date, and who have the written recommendation of the employee's director, may elect to be re-employed by the Board under two (2) one year limited contracts. Such contracts will otherwise be subject to the provisions of this section and the right to continued employment will expire without further action of the Board at the end of the second contract and the expiration of the contract shall not be subject to challenge.

Bargaining unit eligible employees hired or re-hired by the Board are eligible for health and other insurance benefits on par with all other bargaining unit members in accordance with the terms of this Agreement.

Proof of STRS/SERS, PERS or public retirement system from another state coverage must be provided to the Treasurer for verification, along with any change notice(s) received from STRS.

The parties hereto expressly agree that this provision supersedes any inconsistent or contrary state or federal statute, law or regulation.

2. Salary placement for employees hired after retirement shall be and remain at Step Three (3) of the appropriate Salary Schedule. If said employee is re-employed for any number of subsequent one year contracts, he/she shall remain at Step Three (3) of the salary schedule effective for the current contract year. Salary placement for the appropriate education column shall be fully recognized. The salary schedule placement determination as set

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- forth herein shall not be challengeable, and the parties expressly agree and fully intend this provision to supersede and take precedence over and any and all other inconsistent or contrary state or federal statutes, laws and/or regulations, including, but not limited to Revised Code Section 3317.13.
3. Seniority for retired members newly hired by the Board as well as for Mahoning County Educational Service Center members returning to employment with the Board after retirement will be zero (0) upon such employment and any subsequent re-employment.
 4. Members employed by the Board after retirement shall be considered in a similar fashion as any other limited contract member with zero (0) seniority.
 5. Employees hired in retirement will be provided an annual amount of leave time for use to cover absence due to illness and/or personal business that can only be conducted during the normal work day/work week. Such leave amount for any employee hired in retirement will be determined by dividing the number of days in said employee's contract of employment by 25 with a maximum of 8 leave days, partial days will be rounded to the nearest quarter, being provided for any reemployed retiree (e.g., a 200 or more-day employee would be provided with 8 leave days at the beginning of their contract period.) As per current procedure with all employees, such leave can only be taken in increments of .25 days. Such leave will not accumulate from year to year. There will be no severance pay available for members employed by the Board after service retirement, nor may such members participate in any retirement incentive of any kind to the extent this provision conflicts with Ohio Revised Code Section 3319.141.
 6. Retire/rehires hired into a 12 month position (251 day contract) will be placed at step four and given ten paid holidays, ten vacation days and the eight days for use to cover absence due to illness and/or personal business that can only be conducted during the normal work day/work week as defined in paragraph 6 above. These days will be pro-rated if the contract is for less than a full year.
 7. Individuals employed by the Board after retirement will be given two one-year limited contracts only as set forth above. Employees hired after retirement do not have an entitlement to any evaluation provisions under state law that might otherwise apply. Further, the right to continued employment will expire automatically at the end of the second one-year contract and the expiration of that contract shall not be subject to challenge.
 8. Employees hired in retirement shall contribute to SERS or STRS according to the current provisions and requirements of the retirement boards and law.
 9. These provisions will supersede and take precedent over the provisions of Revised Code Section 3319.11, 3319.111, 3317.13 and any and all other inconsistent or contrary state or federal statutes, laws and/or regulations.

10. It is the intention of the Board that the operative language set forth herein shall be deemed as a part of the Collective Bargaining Agreement thru June 29, 2017.

ARTICLE V: LEAVE OF ABSENCE

5.00 Sick Leave

Each full-time unit member shall be credited with 1¼ days of sick leave for each month of service or 15 days for each completed year. Employees who work fewer days and/or hours than those defined as "full time" for the contract category, whether certified or non-certified, will be credited and charged sick leave on a pro-rated basis according to their percentage appointment (e.g. a unit member who is scheduled to work one-half day and is sick that day will be charged with one-half day of sick leave). Unit members will not accrue sick leave for the time they are on an unpaid leave.

Unit members who have not yet been credited with any sick leave days and unit members who have exhausted all credited sick leave days will be advanced five (5) sick leave days per contract year and may be advanced up to nine (9) sick leave days which shall be subtracted from future credited sick leave or should such employee terminate employment or take a leave of absence with negative sick leave balance, the amount of advancement not yet earned shall be deducted from the final pay settlement. Employees carrying over a deficit balance of sick leave from the previous year(s) will not be advanced sick leave until they achieve a zero balance. Unit members who have exhausted all regular and advanced sick leave days may request the superintendent for additional sick leave days or may go on unpaid sick leave for the duration of the illness or disability.

Nothing herein shall be considered to create an expectation that unpaid leave will be granted to any unit member who has exhausted all sick leave and advancements nor is the Board in any way limited from docking any such employee's pay and/or in taking appropriate disciplinary action for any unauthorized absence without approved leave. Unit members who have exhausted sick and other authorized leave must seek an unpaid leave from the Board pursuant to Sections 5.08 or 5.09 in order to preserve a right to return to employment.

Unit members shall have all accumulated sick leave days earned in other public employment to a maximum of 260 days transferred to the district, provided that employment with the Board takes place within ten (10) years of the last termination from public employment.

Maximum unused sick leave accumulation shall be 260. A potential bonus of three (3) additional days per contract year may be added to an individual's balance of accumulated sick leave as prescribed in 5.03.

A. Use of Sick Leave

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Sick leave will be granted for absence of the employee due to personal illness, injury, pregnancy, exposure to contagious disease which could be communicated to other employees and for absence due to illness, injury or death in the unit members immediate family.

B. Definition of Immediate Family

Immediate family is defined to mean the unit member's spouse, child, parent, grandchild, parent-in-law, brother, sister, daughter-in-law, son-in-law, grandparents, grandparents-in-law, brother-in-law, sister-in-law, or any other relative living in the household of the unit member.

C. Verification of Sick Leave

A unit member requesting use of sick leave shall furnish a written signed statement to the Treasurer's Office to justify the use of sick leave on the current form provided within seven (7) working days from the date of return. Car allowance and professional leave reimbursement checks may be withheld until all forms due are submitted to the Treasurer's Office.

D. Notification

All bargaining unit members shall notify their immediate supervisor or his/her designee on a daily basis as early as possible prior to their starting time. If the unit member is unable to report, another person may report the unit member's absence. Such notification shall be verbal.

When the unit member knows that the leave will be for more than one day, notice shall include the expected return date. When sick leave is to be taken after the unit member has arrived at work, he/she shall notify his/her immediate supervisor or the office of the superintendent that leave will be taken at that time. If a unit member's use of sick leave is in question, substantiating evidence from a physician may be required.

Day(s) of absence shall not be paid sick leave day(s) when the unit member does not use sick leave for the purposes as prescribed in 5.00-A or has not properly followed the above notification procedure, unless emergency situations exist.

E. Sick Leave Increments

Sick leave will be taken in increments of one-fourth day or greater.

5.01 Pregnancy/Adoption/Child Care Leave

A. Pregnancy Leave/Adoption Leave

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1. A pregnant unit member or a unit member who adopts a child shall be granted unpaid pregnancy/adoption (provided he/she is the adopting parent) leave upon compliance with the provisions herein.

The effective date of pregnancy leave shall be that as determined by the unit member and her physician. The unit member shall notify the Superintendent at least thirty (30) days in advance of the effective date of said leave except when such notice cannot be given because complications in her pregnancy require her to begin leave within the thirty (30) days. In the event of such complications, the Superintendent shall be notified as soon as possible of the starting date of the leave and will be provided verification in writing from her physician of such complications.

Request for adoption leave shall be made to the Superintendent in writing as far in advance as possible.

2. A pregnant unit member may use, upon written notice, accumulated sick leave while pregnant and up to six weeks after termination of the pregnancy. Pregnancy leave will terminate six (6) weeks from date of delivery. If complications delay the unit member's recovery, pregnancy leave will continue. The unit member shall provide evidence from her physician of any complications which may delay the recovery and return of the unit member.

A unit member who adopts a child may use accumulated sick leave during the adoption process and up to six weeks after taking custody of the child. Adoption leave will terminate six (6) weeks after taking custody of the child.

FMLA will run concurrently with sick leave for the use of Pregnancy/Adoption Leave.

3. Upon return to service following pregnancy/adoption leave, the unit member shall resume the contract status held at the time the leave began and the same or substantially equivalent position, except as otherwise provided in this master agreement. Such return shall include advancement on the salary schedule for each year in which the combined total of all paid days is at least one hundred twenty (120) days.
4. A unit member on pregnancy/adoption leave shall be maintained at current Board expense on all insurance programs during the time the unit member is on sick leave. The unit member on unpaid pregnancy/adoption leave shall be maintained on all insurances for which he/she makes a written request and makes advance payment of premiums to the treasurer. For employees on FMLA leave, the Board continues to pay its contribution to employee health care premiums. The treasurer shall inform the unit member of the premium due date.

B. Child Care Leave

1. The purpose of child care leave is for child-rearing of his/her own child. The Board may grant child care leave at its discretion. Child care leave may be granted up to two (2) years without pay.
2. The unit member shall notify the Superintendent in writing at least thirty (30) days in advance of the beginning date of the leave and specify the length of time requested off. In emergency situations, the thirty (30) days may be waived.
3. Upon return to service following unpaid child care leave, the unit member shall resume the contract status held at the time the leave began and the same or substantially similar position, except as otherwise provided in this master agreement. Such return shall include advancement on the salary schedule for each year in which the combined total of all paid days is at least one hundred twenty (120) days.
4. The unit member on unpaid child care leave shall be maintained on all insurances for which he/she makes a written request and makes advance payment of premiums to the treasurer. The treasurer shall inform the unit member of the premium due date.

C. Family and Medical Leave

The Board and the Association shall comply with all provisions of the Family and Medical Leave Act of 1993. For purposes of this section, "12-month period" is defined as "the 12-month period measured forward from the date the employee's first FMLA leave begins" (i.e., the leave year is specific to each employee). The eligible employee is entitled to 12 weeks of leave during the 12-month period beginning on the first date FMLA leave is taken. The next 12-month period commences the first time FMLA leave is taken after the completion of any previous 12-month period.

5.02 Assault Leave

A unit member, having been a victim of a physical assault and/or rape or attempted rape during his/her work day while on work site premises, shall be granted assault leave and maintained on full pay status for the purpose of recovery for up to fourteen (14) calendar days.

In cases where assault leave is desired, the unit member shall seek immediate medical attention and provide the Board with a statement from a doctor certifying the nature of the disability and the period of time for which he/she believes the unit member should not return to work.

The Board shall provide any unit member who has used assault leave with proper application forms for Workers' Compensation.

Request for assault leave may be made at any time by the unit member filing a proper form with the Superintendent's office.

In order to receive Assault Leave, a unit member must cooperate in the investigation and prosecution of the assailant and/or rapist.

5.03 Personal Leave

Each full-time unit member is entitled to three (3) non-cumulative personal leave days per year which may be taken in increments of one quarter (0.25 or 1/4) or greater of the work day. Employees who work fewer days and/or hours than those defined as "full time" for the contract category will have their personal days credited and charged on a pro-rated basis according to their percentage of appointment (e.g., a unit member who is employed for one-half (1/2) day and takes leave for that day will be charged with one-half leave day). Unit members shall not accrue personal leave for such time as they are on unpaid leave. Unit members who leave the employment of the Board will have their personal leave pro-rated. If used leave exceeds the pro-rated amount, those days exceeding pro-rated amount will be deducted from final pay settlement.

If a unit member elects not to use one or more personal leave full days during the school contract year, those full days will be credited to sick leave accumulation.

Requests for personal days shall be in writing on a current form. Requests shall be presented to the Superintendent at least three (3) working days in advance, except in the event of an emergency.

Personal days shall not be used for vacation or recreation. Personal leave should be used when there are circumstances or events that are scheduled during the workday that are beyond the employee's control.

Supervisors have the discretion to approve personal leave based on the number of employees that have requested personal leave for that day.

5.04 Sabbatical Leave

1. Sabbatical leaves of absence for study, and/or research may be granted to certified unit members employed full time (173 days for Early Learning Initiative teachers; 186 for other certified staff) at the Board's discretion.
2. The unit member requesting sabbatical leave must not have been granted such a leave by the Board during the five (5) consecutive years of service immediately preceding the application.
3. The unit member taking sabbatical leave shall receive his/her regular salary less the salary of the employee substituting for him/her while on leave.

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4. The unit member on a sabbatical leave shall be maintained on all insurances for which he/she makes a written request and advanced payment of premiums to the treasurer. The treasurer shall inform the unit member of the premium due date.
5. Application for sabbatical leave shall be made in writing to the Superintendent not later than March 15 preceding the fiscal year in which the leave is desired. Leave shall be for a minimum of one year.
6. Upon return to service following sabbatical leave, the unit member shall resume the same contract status and return to the same or substantially equivalent position, except as otherwise provided in this master agreement. Such return shall include advancement on the salary schedule for each year in which the combined total of all paid days total one hundred twenty (120) days.

5.05 Association Business Leave

The President of the Association or his/her designee who are delegates or appointees to the convention or meetings of the Ohio Federation of Teachers, American Federation of Teachers, or the AFL-CIO, shall be granted a total of four (4) days per year leave, with full pay, to attend such functions. Requests for association business leave must be made in accordance with Board procedures and approved before the leave is taken.

5.06 Board Meeting Leave

The President of the Association or his/her designee shall be released from duty to attend each regular and special meeting of the Board when held during the work day.

5.07 Jury Duty

Should a unit member be called for jury duty he/she shall report same to the Superintendent. Unit members who serve on jury duty will not be penalized in any way for doing so and shall be granted leave with full pay. Unit members will receive full pay for all days scheduled to work less the amount received from the court.

While on jury duty, employees are required to report daily their schedule for the following day, and must report to work when excused for a day or more or suffer loss of pay. The time spent on jury duty will not be charged against any other leave and will count as time on the job.

Unit members must submit to the Superintendent a record from the county of the number of days served.

5.08 Illness or Disability Leave

An uncompensated leave may be taken for illness or disability. The Board, upon request of a unit member, will grant him/her a leave for up to one (1) year and the

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Board may renew a leave for up to one (1) additional year. Medical evidence must be submitted with the request of the leave or extension of leave.

The unit member on an illness or disability leave shall be maintained on all insurances for which he/she makes a written request and makes advanced payment of premiums to the treasurer. The treasurer shall inform the unit member of the premium due date.

For an employee to return from illness or disability leave, he/she must submit medical evidence, stating that he/she is able to perform his/her regular duties. If there remains a question as to the unit member's ability to perform his/her regular duties, the Board reserves the right to appoint a physician at its own expense to make that determination.

In the event of a dispute, a third physician shall be selected by the parties to make an evaluation which shall be final and binding. The costs of the third physician will be shared equally by the Board and Association.

Upon return from such leave, the unit member shall resume the contract status and return to the same or substantially equivalent position, except as otherwise provided in this master agreement. Such return shall include advancement on the salary schedule for each year in which the combined total of all paid days total 120 days.

All requests for leave shall be in writing and must state the reason for the request and specify the length of time requested. Substantiating evidence from a physician may be required. The Board reserves the right to appoint such physician at its own expense.

5.09 General Leave

The Board, upon request of a unit member, may grant him/her an unpaid leave of absence for up to two (2) years for education, professional or other purposes.

The unit member on a general leave shall be maintained on all insurances for which he/she makes a written request and makes advanced payment of premiums to the Treasurer. The Treasurer shall inform the unit member of the premium due date.

Upon return to service following general leave, the unit member shall resume the same contract status and return to the same or a substantially equivalent position, except as otherwise provided in this master agreement. Such return shall include advancement on the salary schedule for each year in which the combined total of all paid days total one hundred twenty (120) days.

All requests for leave shall be in writing and must state the reason for the request and specify the length of time requested.

5.10 Military Leave

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A unit member who enters the armed forces, is or becomes a member of a reserve component of the armed forces of the United States or of the Ohio National Guard shall be granted leave of absence in accordance with Ohio and Federal law.

5.11 Professional Meeting Leave

Unit members who wish, as part of their professional growth, to attend workshops, conferences, or other programs in their area(s) of employment will request approval to attend such meetings. The request is to be submitted to their director for approval. Requests should be made in writing prior to the date of the leave and the monthly Governing Board meeting whenever possible. If approved, the director will forward the request to the Superintendent. The Superintendent and Board will approve or deny requests at their discretion.

Approval of requests for professional meetings may occur for days outside of the approved work calendar and will not count as work days unless approved by the employee's director. Costs of attending approved professional meetings on non-work days will be reimbursed as described below.

The employee shall be reimbursed for actual costs incurred for registration, transportation, housing and food in line within stated limits, provided that invoices or receipts are submitted in a timely manner. Expenses which can be verified in advance shall be paid directly by the board when the professional leave has been approved by the Board at least fifteen (15) days prior to the professional event, and a request is made by the employee and approved by the Treasurer. In the event that expenses are pre-paid, it is understood that the employee shall provide available invoices, documentation, or receipts for all expenses.

Expenses not incurred by the employee because of non-attendance or failure to make necessary modifications in arrangements shall be the responsibility of the employee who shall repay such expenses incurred by the Board. The Treasurer shall recover said advanced payment expenses from each regular pay of the employee by deducting an amount not to exceed 25% of the employee's take home pay until all obligations are met, unless other arrangements are made with the Treasurer. The Superintendent/Designee may waive part or the entire obligation.

The Board shall reimburse the cost of fees, and transportation at the mileage rate established in Article IV for use of a private vehicle. The reimbursement for food lodging, and the cost of transportation on a common carrier shall be no less than the amount specified by the Board to a maximum reimbursement \$550 annually per full-time unit member. Employees who work fewer days than those defined as "full time" for the contract category shall have their professional leave maximum reimbursement pro-rated at a percentage equal to their employment. However, the Board at its discretion may increase these reimbursement amounts.

Each employee shall prepare a written report of the professional meeting attended. This summary report shall be addressed to the Board and submitted with the request for reimbursement. The superintendent will distribute the report to the Board and to the appropriate staff members.

5.12 General Provisions

Whenever the Board employs anyone to fill the vacancy created by a unit member on an approved paid or unpaid leave of absence, they shall notify that person in writing that their services will no longer be needed upon return from leave of the unit member. The person filling the temporary vacancy will be terminated immediately upon the return of the unit member and will be without any rights as provided by this contract except for this Article V section 5.12 and the right to earned pay.

5.13 Falsification of Leave Status

Misuse of any leave and/or falsification of any leave statement is grounds for employee suspension and/or termination of employment as per ORC 3319.081, 3319.16, 3319.141.

5.14 Sick Leave Bank

A. A Sick Leave Bank shall be established for all employees at the Mahoning County Educational Service Center, including management, bargaining unit members and non-bargaining unit members. Participation in the Sick Leave Bank shall be voluntary. The purpose of the Sick Leave Bank is to provide paid days for serious personal illness or injury to contributors of the Bank who have exhausted their accumulated sick days and who are experiencing prolonged personal illness or injury (pregnancy and/or pregnancy related illnesses are not included).

B. Operational Procedures

Each employee may contribute one day of his/her accumulated sick leave to the Sick Leave Bank during the enrollment period. The enrollment period will begin on the Mahoning County Educational Service Center's opening day and close two (2) weeks thereafter. New employees hired after the school year has commenced will have four (4) weeks to enroll. The donated day is not returnable.

1. As long as the bank contains 250 days or more, any current members of the Sick Leave Bank will not be required to contribute a day during the enrollment period. Anyone wanting to become a new member of the Sick Leave Bank will be required to donate one (1) day during the enrollment period.
2. During the year, additional days may be donated by bank members on a voluntary basis upon the agreement of the Sick Leave Bank Committee.
3. Use of days from the Sick Leave Bank will be limited to those individuals who have contributed to the bank.

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4. Use of days from the Sick Leave Bank will be limited to a serious personal illness or injury of the employee (pregnancy and/or pregnancy related illnesses are not included). A doctor's statement is required with the application in order to be considered.
5. Use of days from the Sick Leave Bank will be considered only after the individual has used all of his/her accumulated sick leave days and has used possible advances of sick leave days.
6. The maximum number of days that person may use is fifteen (15) days. The initial fifteen (15) days will require a majority positive vote of the full Sick Leave Bank Committee.
7. Additional days may be granted at the discretion of the Sick Leave Bank Committee provided the request for additional days receives a 5/6 positive vote of the full Committee.
8. Each member of the Sick Leave Bank shall be required to contribute one (1) day per year to the Bank.
9. Donated days to the Sick Leave Bank are not returnable.

C. Sick Leave Bank Committee

1. The Bank will be operated on a voluntary basis. A committee shall be formed to operate and administer the Bank and to provide the information whereby the Treasurer's office of the Mahoning County Educational Service Center will keep the records. This committee shall be empowered to adopt rules and regulations and to make decisions required to administer the Sick Leave Bank, so long as those rules, regulations, and decisions do not modify the agreement contained herein. This Committee will be titled the "Sick Leave Bank Committee" (hereafter referred to as the SBC). To be considered to hold a position on the SBC, an employee must be a contributing member to the Sick Leave Bank (with the exception of the Superintendent of the MCEC and the employee representing the MCEC Treasurer's office). The SBC shall be composed of the following six (6) persons:
 - a. Superintendent of the Mahoning County Educational Service Center or his/her designee.
 - b. The Mahoning County Educational Service Center Employees' Association President or his/her designee.
 - c. One Mahoning County Educational Service Center Treasurer's office employee. This member is to be appointed by the Superintendent of the Mahoning County Educational Service Center
 - d. One Mahoning County Educational Service Center employee appointed by the Superintendent (this employee must be a contributing member to the Sick Leave Bank).

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- e. Two (2) bargaining unit members. These members are to be appointed by the Mahoning County Educational Service Center Employees' Association President.

Efforts should be made with these appointments to provide representation from all levels.

2. Should a vacancy occur on the SBS, a replacement for the vacant position shall be appointed by the authority making the original appointment.
3. One of the six (6) SBC representatives will be selected to act as chairperson of the SBC.
4. The SBC will be responsible for developing the forms needed to operate the Bank.
5. The Treasurer's office will annually report to the SBC a list of contributors and receivers and an accounting of the days.
6. Guidelines will be reviewed annually by the Sick Leave Bank Committee.
7. Decisions of the SBC are not grievable.

ARTICLE VI: VACANCY

6.00 Vacancy

All vacancies (except the Superintendent and Treasurer) and new positions in the MCEC shall be posted for at least ten (10) work days. Posting shall be accomplished as follows:

1. All vacancies and new positions in the MCEC will be announced via e-mail and posted on the MCEC website. Job descriptions will be available to the employees. "Internal Only" postings will be announced via e-mail attachment which will include the job description and indicated as such.
2. All unit members who meet posting requirements and wish to be considered for the position shall apply in writing (includes e-mail) within the ten (10) day posting period.
3. After a vacancy is filled the Board will notify the MCECEA President with the new bargaining unit member's name, phone number, work location assignment, and base salary.

ARTICLE VII: REDUCTION IN FORCE

7.00 Reduction in Force

- I. Licensed Teaching Employees
 - A. The Board may implement a layoff for licensed teaching employees in the bargaining unit for any of the reasons authorized by R.C. § 3319.17 or for a lack of funds. In so doing, the Board shall lay off unit members by suspending contracts of such unit members in accordance with the provisions of this procedure. "Decreased enrollment of pupils" shall include loss of enrollment in specific instructional programs.
 - B. The Board may avoid or reduce the need for contract suspensions in the bargaining unit at any time during the term of this agreement through attrition.
 - C. Attrition and Suspension
 1. The number of persons affected by a layoff will be kept to a minimum by not employing replacements for bargaining unit members who die, retire, resign, whose contracts are terminated, or whose contracts are non-renewed. Non-renewal of contracts shall not be used to affect the layoff.
 2. Layoffs which cannot be achieved through attrition shall be made by suspension of contracts, in whole or in part. Suspensions shall mean that a unit member shall be placed in an inactive state of employment from an active state of employment.
 - D. Procedure for Layoff
 1. At least thirty (30) days preceding the date of implementation, the Association President shall be notified in writing of the Board's intent to implement a layoff.
 2. At least thirty (30) days prior to Board action on layoff, a meeting shall be held between representatives of the Association and representatives of the Board to review appropriate data, discuss the reason for the layoff, and explore alternate options. At this meeting, the administration shall present formalized lists indicating the specific number of positions to be eliminated within each area of certification/licensure and a list of unit members to be laid off.
 3. A layoff may occur at any time. In the event of an impending layoff, a good-faith effort will be made by the Board to orally notify the affected bargaining unit member as soon as is feasible.
 4. All unit members that the Board plans to lay off shall receive written notification by certified mail at least thirty (30) days prior to Board action that

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his/her employment shall be suspended and the notice shall state the reason for such suspension.

E. Effect of Seniority and Certification/Licensure

1. With respect to OTES bargaining unit members, the Board shall not use seniority in determining contract suspensions except as specified herein, but shall proceed to suspend contracts for teachers based upon evaluations of those who have been evaluated in accordance with the Board-adopted, standards based evaluation policy and provisions of the collective bargaining agreement. Retention of bargaining unit members and recall of eligible teachers whose contracts have been suspended pursuant to a reduction in force will not be based upon seniority, except in circumstances when choosing between teachers with comparable evaluations.
2. For the transition period of July 1, 2014, through June 30, 2016, all evaluations above "ineffective" on the teacher performance standards of the evaluation shall be deemed comparable. Full implementation of OTES using student growth data (S.G.D.) may occur once three consecutive years of S.G.D. is available. As of July 1, 2016, and thereafter, unless otherwise negotiated by the parties, comparability will be determined in accordance with the effectiveness rating categories as defined by R.C. § 3319.112 for OTES teachers.
3. When the position(s) to be eliminated or reduced in part to accomplish RIF has been determined, the following order shall be followed to determine the order of suspending contracts of bargaining unit employees:
 - a. Limited contract teachers shall be reduced in the affected teaching fields (certification/licensure) utilizing the following order:
 - i. Comparable evaluations as defined in accordance with provisions of this agreement.
 - ii. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field the first to be suspended.
 - b. Should the necessary reduction of staff required exceed the number of limited contract teachers in the affected field, continuing contract teachers will be reduced in the affected teacher fields (certification/licensure) utilizing the following order:
 - i. Comparable evaluations as defined in accordance with provisions of this agreement.
 - ii. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior continuing contract teacher in the affected teaching field the first to be suspended.

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- c. For licensed bargaining unit members not subject to the Board's standards-based evaluation policy (non-OTES teachers).
 - i. Certification and system-wide seniority shall be the exclusive criteria of any layoff.
 - ii. Unit members who are subject to being laid off have the right to bump unit members with less seniority in other teaching areas subject to the following stipulations:
 - a. The unit member who bumps must be properly certificated/licensed in the teaching area which he/she intends to bump into.
 - b. The unit member who bumps must bump the least senior unit member in the teaching area which he/she intends to bump into.
 - iii. Displacement: Any OTES teacher rated above "ineffective" who is subject to contract suspension by virtue of a reduction in force may displace another (less senior) member in an area of the suspended teacher's certification/licensure as follows:
 - a. Displacement must be of the least senior teacher with a lower effectiveness rating, when available; then
 - b. Displacement of the least senior teacher in the same effectiveness rating category, if available.

F. Procedure for Recall

1. All licensed bargaining unit members whose contracts were suspended as a result of a layoff shall be placed on a recall list stating their seniority in each teaching field for which they are certified to teach. Teachers shall remain on the recall list for two (2) years, unless tenured, in which case length of time on the list is unlimited.
2. As positions become available, unit members whose contracts have been suspended in whole or in part shall be rehired to positions for which they are properly licensed and qualified to teach. Seniority shall not be a factor in recalling any bargaining unit member, unless the decision is between teachers with comparable evaluations. In addition, teachers with continuing contracts will be given preference in recall.
3. A unit member who is recalled to a position shall resume the contract status he/she held prior to the layoff and shall be credited with sick leave accumulation and years of service for salary schedule placement he/she had prior to being laid off.
4. The seniority of a recalled unit member shall be calculated as if service were not interrupted.

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5. When an opening(s) occurs, the Board shall send a certified letter to all unit members certified/licensed for the position to their last known address to advise them of such position. It is the unit member's responsibility to keep the Board informed of his/her whereabouts. The unit member shall, within fifteen (15) days from the postmark date of the letter, indicate availability and desire for such position. If after being offered reinstatement, a unit member fails to notify the Board within the specified period of time, or if a unit member rejects the offered full-time position, said unit member shall be considered to have rejected the position and to have forfeited his/her right to recall to service in the District.
 6. No licensed teaching employees new to the district shall be employed until all properly certified/licensed unit members on the recall list have been offered a contract for the position in accordance with the provisions of this procedure.
 7. Transfers of unit members employed but not affected by the layoff shall be limited to positions not affected by said program. If a position(s) is established, the position(s) will be staffed first from the recall list, assuming there are qualified and properly licensed members on the list. Transfers may be made to a position affected by the layoff after the position(s) has been offered to all properly certified/licensed unit members on the recall list.
 8. Unit members remaining laid off will be given preferential consideration as substitute teachers and part-time teachers. However, employment or non-employment as a substitute or part-time shall not affect that unit member's placement or continued placement on the recall list for full-time employment.
 9. Laid off unit members shall have the right to maintain insurance coverage by making appropriate COBRA payments not later than the completion of the first month of effective layoff.
 10. No unit member who is laid off shall have his/her limited contract non-renewed during the term of the layoff.
- G. To the extent that they do not conflict with the requirements of Ohio Revised Code Section 3319.17, the provisions of this Section supersede any contract provisions of law.

II. Non-Licensed Employees

A. Implementation

The reduction in the number of bargaining unit members may be made when one of the following situations exist: Such reductions shall be accomplished by the suspension of contracts, in whole or in part, which shall be by Board action with notification to the unit member. In the event the Board effects a reduction in force, the following procedures will be utilized:

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- financial reasons
- enrollment decline
- lack of work
- return of units, lack of units, or ineligibility for units
- return to duty of regular bargaining unit members after leaves of absence
- discontinuation of the district as a fiscal agent
- territorial changes affecting the district
- consolidation with other Educational Service Centers

The MCEESC serves as fiscal agent for several of the public agencies whose employees are covered by the terms of this collective bargaining agreement, e.g., ACCESS, and the Unlimited Classroom. Therefore, bargaining unit members whose contracts are suspended pursuant to a reduction-in-force, shall have the following rights and obligations:

B. Procedure for Layoff

1. At least thirty (30) days preceding the date of implementation, the Association President shall be notified in writing of the Board's intent to implement a layoff.
2. At least thirty (30) days prior to Board action on layoff, a meeting shall be held between representatives of the Association and representatives of the Board to review appropriate data, discuss the reason(s) for the layoff, and explore alternate options. At this meeting, the administration shall present formalized lists indicating the specific number of positions to be eliminated within each classification/position and a list of unit members to be laid off.
3. A layoff may occur at any time. In the event of an impending layoff, a good-faith effort will be made by the Board to orally notify the affected bargaining unit member as soon as is feasible.
4. All unit members that the Board plans to lay off shall receive written notification by certified mail at least thirty (30) days prior to Board action that his/her employment shall be suspended and the notice shall state the reason for such suspension.

Also, during this thirty (30) day period, the reduction shall first be accomplished by voluntary resignation, voluntary retirement, or voluntary layoff.

- C. All non-teaching members of the bargaining unit will be placed on a seniority list by classification within each agency affected by the reduction. Unit members will be placed on the list in descending order of seniority.
- D. System seniority, which includes qualifications for that specific job, will apply and is defined as the total number of years of continuous service in the employ of the Board, regardless of which public agency such service has been

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rendered. A year is defined as not less than 120 days of work and/or leave with pay in any one school year. Seniority is affected as follows:

1. Board approved leaves of absences and suspension of contracts will not interrupt continuity of service.
2. Unit members on any paid leave, sabbatical leave, assault leave, and any approved professional meeting leave shall continue to accrue seniority.
3. If two or more unit members have the same number of months of continuous service in the same classification or area of certification, seniority shall be determined by:
 - a. the date of the Board meeting at which the unit member was hired, and then by
 - b. the date on which the unit member signed his/her initial employment contract, and then by
 - c. a flip of a coin. (The Association and Board shall determine the procedure for flipping the coin).
4. Seniority shall not be affected by virtue of an employee's resignation for purposes of moving from one agency to another.

7.01 Contract Suspensions

Any reduction of non-teaching employees will be made by selecting the lowest person on the seniority list of those in the classification in the agency or agencies affected by the reduction. A qualified unit member so affected will displace ("displacing member") a certified unit member who holds the lowest position on the seniority list. A non-certified unit member may displace into a different classification in which he/she has worked in the last five (5) years in the district. If the displacing member does not desire the position that he/she moved into he/she will give written notice to the Superintendent within the thirty (30) calendar days stated in A. above, of receiving notice of the assignment, and instead shall be placed on the recall list. The displaced unit member will have the same right to displace another unit member with the least seniority.

Bargaining unit members displaced by virtue of a reduction in force as set forth above may exercise bumping rights into another agency for whom they have previously worked consistent with system seniority. In the case of a bargaining unit member with multiple prior agency experience, the individual displaced will be the least senior employee.

7.02 Recall Rights for Non-Teaching Employees

The names of unit members whose limited non-teaching contracts are suspended due to reduction-in-force shall be placed on a recall list for thirty six (36) months

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from the effective date of such suspension. The recall rights of employees with continuing contract status do not expire.

1. No new unit member will be employed in the agency or agencies affected by any reduction in force while there is a unit member on the recall list in that classification.
2. Unit members on the recall list will be recalled in reverse order of seniority to fill vacancies or new positions in the employee's classification in the agency or agencies affected by any reduction.
3. If a vacancy occurs or a new position is created in the agency or agencies affected by a reduction, the Board will send a certified announcement to the last known address of all unit members on the recall list in the classification specifying the person next eligible on the recall list. It is the unit member's responsibility to keep the Board informed of his/her current address. A unit member must respond within ten (10) calendar days of the post office marked date of proof of mailing of the certified announcement. The unit member next eligible for the vacancy or new position who declines the position or who does not respond to the notice shall be removed from the recall list.

For non-certified unit members, once the recall list is exhausted in a classification, a non-certified unit member on the recall list in a different classification will be considered for re-hire if they are skilled for the classification. Non-certified unit members on layoff will be given opportunity in recall decisions before any person is hired from outside of the bargaining unit in the agency or agencies affected by the reduction.

4. A unit member on the recall list will, upon acceptance of the position for which he/she was recalled, have the same seniority, proper placement on the salary schedule and accumulation of sick leave as he/she was entitled to on the effective date of the contract suspension.
5. A unit member whose contract is suspended shall be placed on the recall list immediately and shall be given notice by certified mail within one (1) week that his/her contract has been suspended.
6. The Board shall provide the unit member whose contract is suspended with insurance coverage and notification in accordance with COBRA.
7. A seniority list and a recall status list for each covered agency shall be prepared by the Board and made available to the Association no later than November 1 of each year. The lists will be regularly updated and kept on file in the treasurer's office. Once the list is prepared, a copy shall be sent to all employees. Employees shall have thirty (30) calendar days upon receipt to contest its accuracy to the Assistant Superintendent and the list will be accurate until November 1. New certifications effective after the thirty (30) day period will be applicable upon notification of the treasurer.

7.03 Seniority

Anyone who leaves the unit but is still employed by the Board in a non-bargaining unit position continues to accrue seniority up to one year. He/she may return to the unit if an opening exists in his/her previous position.

7.04 Superseding Statutes

To the extent that they do not conflict with the requirements of Ohio Revised Code Sections 3319.17 and 3319.172, the provisions of this Section supersede any contrary provisions of law.

ARTICLE VIII: WORKING CONDITIONS

8.00 Work Year

A. Employees are contracted by the Governing Board for a specific number of work days per contract year. The employee contract shall specify the beginning and ending dates of those contract days. Section 8.00-C identifies how these contracted days are scheduled by the employee. For reference, the contract year begins on June 30, 2014, through June 30, 2017.

B. Holidays

Non-certified unit members will be granted holidays in accordance to O.R.C. 3319.087. Those holidays shall be:

- New Year's Day
- Martin Luther King Day
- Presidents Day
- Memorial Day
- Independence Day (for those with 232 and more work days)
- Labor Day
- Thanksgiving Day
- Day Following Thanksgiving (for those with 260-262 work days)
- Christmas Day
- One Additional Holiday Day Identified for Christmas or New Year's (for those with 260-262 work days)

Whenever a non-certified unit member is assigned to work on a holiday, he/she shall be entitled to take compensatory time off equivalent to the time worked within sixty (60) calendar days.

C. Work Calendar

All MCESC employees and agency employees contracted by the ESC, at the direction of the agency, are contracted for a specific number of work days in each contract year. Work calendar forms will be distributed at the beginning of each contract year. ALL employees are to indicate their schedule of work days,

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inclusive of paid holidays for those who qualify, on these calendars. All work calendars are due to the Treasurer's office with appropriate signatures before the employee's first pay.

Necessary work calendar changes must use the following procedure prior to the calendar change:

- Work calendar change may be initiated by Employee or Supervisor
- Approval signatures required of Employee and Supervisor on a modified calendar
- Approval signature by Superintendent, or designee
- Calendar change must be filed with the Treasurer's office by the Supervisor prior to the date affected by the change except in unforeseen or emergency situations as outlined below.
- In the event of an unforeseen or emergency situation which necessitates a change in an employee's schedule, the change may be made by the superintendent, his/her designee or at employing district's request after notifying with the employee. Authorization by the Superintendent or designee, when possible, should be made prior to date affected by the change.

Management reserves the right to re-assign work days on an equitable basis after all other options have exhausted.

Additional work days beyond those approved by the ESC Governing Board in the employee contract require additional ESC Governing Board approval in order to be paid.

8.01 Work Day

A. Full-Time Employees

Regular work day for Secretary will be eight (8) hours including a duty free lunch time of sixty (60) minutes. The work day for other full time employees will be seven and one half (7 ½) hours including a duty free lunch time of sixty (60) minutes. The lunch shall be taken between 11:00 A. M. and 2:00 P. M.

All licensed/certificated employees responsible for direct supervision of children will be granted a thirty (30) minute duty free lunch and will be given two hundred (200) minutes a week planning time when students are not present, assigned in segments of no less than thirty (30) minutes.

B. Staff Meetings

Staff meetings scheduled by the administration may be held during the regular work day.

Additionally, up to 4 staff meetings may be held after school hours on a work day during the contract year. Up to 2 such meetings may be pre-arranged. If

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necessary, 2 additional meetings may be scheduled with 14 calendar days advance notice when possible.

Each of these after school staff meetings shall be limited to no more than 3 hours. Consideration will be given to offering duplicate meetings at differing times to accommodate schedules. Meetings will be coordinated with consideration to district responsibilities.

- C. A flexible summer work schedule option shall be announced by the Superintendent no later than May 1 of each year, which shall take into account the priority need to serve the MCESC and related agency customers.

8.02 Vacation

Each non-certified bargaining unit member with a 260-262 day contract, after service of one full year, shall be entitled to ten (10) working days of vacation with full pay, excluding legal holidays. Vacation leave shall be accrued on a monthly basis. The beginning date of employment shall be the anniversary date for calculation of vacation leave eligibility.

Non-certified unit members continuing in the employ of the Board for five (5) or more years shall be entitled to fifteen (15) days of vacation with full pay, excluding legal holidays, upon completion of the fifth year of employment. Non-certified unit members continuing in the employ of the Board for ten (10) or more year shall be entitled to vacation with full pay for twenty (20) days, Non-certified unit members who leave the employ of the Board shall be compensated for accumulated but unused vacation time. Accrued vacation time shall be paid to the estate of a deceased unit member.

Vacation leave balance shall not exceed a twenty-four (24) month accumulation.

Application for vacation shall be made to the Superintendent at least ten (10) days prior to the desired starting date. Emergencies shall be given special consideration.

Payment in lieu of vacation is prohibited.

8.03 Personnel Files

- A. The Board shall maintain an official personnel file system on each bargaining unit member. A unit member may see his/her individual files upon request and may be accompanied by a person or persons of his/her choice. The unit member will be provided upon request a copy of any information in his/her personnel file. The administration may also have a representative present.
- B. The Board shall maintain two (2) files pertaining to personnel information: the Treasurer's Office file and a Central Office File.

Treasurer's Office File - W-4, I-9 (if applicable), life insurance enrollment, hospitalization enrollment, applicable retirement system membership record,

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copy of emergency medical record card/personnel card, transfer of accumulated sick leave (if applicable), leave applications, annuity deduction authorization or other miscellaneous deduction forms and other pertinent information.

Central Office File - Emergency medical record card/personnel card, leave applications, certified employees' transcripts and certificate/licenses, letters of commendation, performance evaluations, disciplinary actions, resumes, BCI reports (confidential file) and applications of various special education personnel and other pertinent information.

- C. The maintenance of the files shall be in accordance with O.R.C. 1347.05.
- D. A unit member shall be given a copy of letters of commendation, notice of disciplinary action, and observation/evaluations prior to them being placed in his/her file. On notices of disciplinary action and observation and evaluations, the employee shall be required to sign an attached statement that "he/she has seen the material but does not necessarily agree or disagree with the contents." The unit member shall also receive copies of all other additional materials prior to their being placed in his/her personnel file except materials that have been authored or signed by the unit member. The unit member may attach a response to any material placed in the file.

8.04 Contracts

A. Certified/Licensed Unit Members

Certified/Licensed unit members who work less than 186 days shall be issued only one year contracts.

Certified/Licensed unit members who work 186 days and more shall be issued limited contracts in accordance with the following:

1. Certified/Licensed unit members' initial employment shall be on a one year limited contract.
2. Certified/Licensed unit members who have completed one (1) year of employment by the Board and are re-employed shall be given a one year limited contract.
3. Certified/Licensed unit members who have completed two years of employment by the Board and are re-employed shall be given a two year limited contract.
4. Five-Year Contracts - Bachelor's Degree & Higher. A certificated/licensed employee with a bachelor's degree eligible for a five-year limited contract shall be that employee who has at least four consecutive years experience as an employee of the Mahoning County Educational Service Center, holds an appropriate and valid

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certificate/license for the position held and who has completed 18 semester/27 quarter hours of additional training in the area of specialization for professional education and related disciplines since the granting of the initial standard certificate/license valid for the position.

5. If re-employed, certified unit members not eligible for a five year limited contract shall receive a two year limited contract.
6. Each contract shall state the employee's name, job title, number of contracted days, amount of salary, the number of years of the contract and the starting date.

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B. Non-certified bargaining unit members

Non-certified bargaining unit members shall be issued limited contracts or continuing contracts in accordance with the following:

1. Initial employment shall be on a one year limited contract. The initial one year contract shall be deemed completed after the non-certified unit member works for more than 120 days in the fiscal year.

However, if the non-certified unit member does not complete the initial contract as specified in B-1 above and is re-employed by the Board, the non-certified unit member will be given a one year limited contract. After completing this one year limited contract and after being re-employed by the Board, the initial one year limited contract shall be deemed completed.

2. After a non-certified unit member has completed his/her initial one year limited contract and is re-employed by the Board, the non-certified unit member will be given a two year limited contract.
3. After a non-certified unit member has completed his/her two year limited contract and is re-employed by the Board he/she shall be issued a continuing contract.
4. Each contract shall state the employee's name, job title, number of contracted days, amount of salary/classification, the number of years of the contract, and the starting date.

8.05 Non-renewal of Contract in First Full Year of Employment

The process for non-renewal of limited contract teachers at the completion of the first full year of employment with the Mahoning County Educational Service Center shall be accomplished by written notification to the teacher on or before May 10th of the Governing Board's intention not to renew the teacher's limited contract. For purposes of this subsection, posting written notice in the U. S. Mail, postage prepaid, by registered or certified mail, to such teacher's last address as shown on the Board's records, shall constitute legal notice to such teacher.

Prior to Board action on their contract, such teacher shall be entitled to a meeting with the Governing Board or its designee regarding the decision not to re-employ. Teachers whose contracts are nonrenewed shall receive written notice from the Governing Board not later than June 1.

If the Governing Board decides to nonrenew the employee's contract, the employee shall be given an opportunity to resign prior to the Board's action not to renew.

No further appeal shall be available to teachers non-renewed under this section. To the extent that it conflicts with ORC Sections 3319.11 and/or 3319.111, the parties agree that this section will replace and supersede those statutory provisions.

8.06 Evaluation of Teaching Staff

A. OTES

For OTES teachers, the District will utilize the Board's standards-based teacher evaluation system set forth in Appendix E, which has been mutually developed by the parties. All matters contained within the system shall be considered grievable under the grievance procedure contained within this contract and in accordance with the provisions of this Article.

Any revisions to the Board's standards-based teacher evaluation system must be bargained prior to implementation to the extent provided by law, and nothing herein shall diminish any right of the Association to strike under Ohio Revised Code Section 4117.14(D)(2).

B. Evaluation Review Committee

The Evaluation Review Committee (ERC) will provide additional stakeholder input and facilitate the statutorily required consultation with teachers relative to necessary changes to and/or subsequent revisions of the Board's standards-based evaluation system, in addition to assistance with respect to the development of student learning objectives as well as making recommendations to the Board and Association for approval to changes to this Article for Non-OTES teachers, as provided for in section 5.04(A), above.

1. Composition

The Committee shall be comprised of six (6) bargaining unit members appointed by the Association President and three (3) administrators appointed by the Superintendent.

2. Operational Procedures

- a. The Committee shall be chaired jointly by a bargaining unit Committee member and an administrator.
- b. Members of the Committee must be OTES trained prior to beginning their work.
- c. The Committee will develop the ground rules by which the Committee will operate.
- d. The Committee may establish sub-committees to assist with their work whose members will be jointly appointed by Committee co-chairs.
- e. All decisions of the Committee and any subcommittees established by the Committee will be achieved by consensus.

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- f. The Committee will establish by mutual agreement a meeting calendar, tasks for the Committee to complete, and timelines for the completion of specific tasks.

3. Compensation

Any Committee work required outside of the work day will be paid at the rate of \$17.0 per hour as approved by the Committee co-chairs. Release time for Committee work may be granted by the Superintendent upon recommendation of the co-chairs.

4. Secretarial Support

The Board will provide necessary clerical support and assistance to the Committee.

5. Committee Authority

The Committee shall not have the authority to negotiate wages, hours or terms and conditions of employment.

C. Non-OTES Teaching Members

Except as otherwise indicated, for licensed non-OTES members of the bargaining unit, the evaluation procedures for non-OTES staff are those found in ORC 3319.111. In addition, evaluations of non-OTES licensed bargaining unit members will be conducted by individuals employed under an administrative contract with such appropriate licensure/training to evaluate as is required by law and who possess sufficient training and experience to perform such evaluations as determined by the Superintendent of the MCEC. The parties agree that the primary goal for all evaluations of staff members is to assess the performance of the individual in relationship to the job description, established expectations, and the standards of excellence established for the MCEC and its related agencies and employees.

8.07 Job Descriptions

Job descriptions shall be established for all employment positions, and approved by the governing board. They shall identify the duties of the position, with the provision that additional duties may be assigned by the administration. Employees will receive notification in writing of such additions in advance. Job descriptions shall be made available to all applicants for any position, shall be provided to any employee prior to acceptance of an employment offer, and shall be reviewed with the employee as a part of the evaluation process.

ARTICLE IX: LABOR MANAGEMENT COMMITTEE

9.00 Labor Management Committee

In order to maintain the best possible employer/employee relations, conferences between Management and Association shall be held four (4) times per year to address issues and concerns, resolve problems, and ensure accurate and timely communications. The first meeting will be held no later than September 1 of each school year. The Superintendent and Association may include whoever is needed in such discussions to have appropriate representation by Management and the Association to reach efficient and effective resolutions. Meeting guidelines will be developed and dates will be set.

These meetings shall not be construed as negotiations as intended by the Ohio Revised Code, Section 4117 nor shall any agreements reached be construed to replace or be added to the negotiated contract.

It shall be the responsibility of the Association to keep its members informed of what transpires at these meetings.

ARTICLE X: SAFETY AND HEALTH

10.00 Safety and Health

The Board and the Association shall comply with all health and safety regulations in accordance with provisions of the Ohio Revised Code and state and federal regulations.

ARTICLE XI: RIGHTS OF THE PARTIES

11.00 Management Rights

Unless a public employer agrees otherwise in a collective bargaining agreement, nothing in Chapter 4117 of the Revised Code impairs the right and responsibility of each public employer to:

1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve the efficiency and effectiveness of governmental operations.
4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
5. Suspend, discipline, demote for just cause; terminate contracts according to O.R.C. 3319.16 or O.R.C. 3319.081; non-renew contracts according to O.R.C.

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3319.02 or O.R.C. 3319.083; or layoff, transfer, assign, schedule, promote, or retain employees;

6. Determine the adequacy of the work force;
7. Determine the overall mission of the employer as a unit of government;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the public employer as a governmental unit.

The employer is not required to bargain on subjects reserved to the management and direction of the governmental unit. Notwithstanding section 4117.08 of the Ohio Revised Code, the Board is not required to bargain on any subjects or the exercising of these rights, including, but not limited to, those enumerated above, reserved to and retained by the Board under this article. In exercising the Boards rights, it will not change the terms of the contract.

ARTICLE XII: TERMS OF THE AGREEMENT

12.00 Duration of Agreement & Re-opener

This agreement shall be effective upon ratification by both parties or in accordance with 2.08A by both parties for three (3) years beginning at 12:01 a.m. June 30, 2014 and ending at 12:01 a.m. June 30, 2017.

12.01 Execution of the Agreement

Upon ratification of this contract by both parties, it shall be effective for its duration. The parties shall sign four copies of the contract and each shall receive two of the signed copies.

12.02 Change or Modification of the Contract

The parties may change or modify the terms of this agreement by mutual agreement only.

12.03 Superseding State Law

The parties hereto specifically agree that where the provisions of this Contract address issues also addressed in state law, the parties intend that the Contract language as written herein supersede and prevail over all statutes of the State of Ohio (except specifically set forth in Section 4117.10 (A) of the ORC), including but not limited to 3319.11, 3319.111, 3319.17, 3319.172, 3319.081, 3319.083 relative to reduction in force, contracts, and contract renewal.

12.04 Waiver of Negotiations

The parties further agree that neither party shall be required to bargain upon any issue, whether it is covered or not covered by this agreement, and that the Board shall not be required to bargain over the exercise of its rights set out in Article XI of this contract. Except as otherwise specifically provided in the written provisions

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of this agreement, the Governing Board of the Mahoning County Educational Service Center has the sole and exclusive right to make all decisions relevant to the conduct and management of the schools as prescribed by law.

12.05 Witnesses

The undersigned hereby witness on this ___ day of, July, 2014 to this contract between the Governing Board of the Mahoning County Educational Service Center and the Mahoning County Educational Service Center Employees' Association.

FOR THE ASSOCIATION

Del Setty 10/1/14
President Date

Date

FOR THE BOARD

David Lee 8/21/2014
President Date

Randy Danni 8/21/14
Superintendent Date

APPENDIX A
DUES AUTHORIZATION FORM
MEMBERSHIP DUES DEDUCTIONS

Name _____ Social Security No. _____

Address _____

City _____ State _____ Zip Code _____

I hereby authorize and direct the Mahoning County Educational Service Center, through its treasurer, to deduct from my salary/wages each pay day, the amount of dues and/or local contribution for membership in the Mahoning County Educational Service Center Employees' Association. The amount of dues/contribution is that which is stated by the President of the Association as the current amount.

I further authorize and direct the Treasurer of the Board to transfer and pay such sum so deducted each pay day to the treasurer of the Mahoning County Educational Service Center Employees' Association.

Signature _____ Date _____

Please check:

_____ OFT / MCESCEA Dues

and / or

_____ MCESCEA Contribution

APPENDIX B:
DUES REVOCATION FORM

Name _____ Social Security No. _____

Address _____

City _____ State _____ Zip Code _____

I hereby revoke my dues/contribution authorization and direct the treasurer of the Mahoning County Educational Service Center to stop withholding dues/contribution from my pay for the Mahoning County Educational Service Center Employees' Association. Revocation will be effective the next pay period.

Signature _____ Date _____

Please check:

_____ OFT / MCESCEA Dues

and / or

_____ MCESCEA Contribution

APPENDIX C

GRIEVANCE REPORT FORM

THIS GRIEVANCE FORM IS TO BE FILED AT EACH LEVEL OF THE GRIEVANCE PROCEDURE. AFTER RECEIVING THIS FORM FROM THE SUPERVISOR, THE GRIEVANT MAKING AN APPEAL IS TO GIVE ONE COPY TO THE PARTY NAMED AT THE LEVEL OF APPEAL, ONE COPY TO THE ASSOCIATION GRIEVANCE COMMITTEE AND KEEP ONE COPY FOR HIS/HER RECORDS.

Grievant _____ Building _____

Address _____ Home Phone _____

Position/Title _____

Date on which grievance occurred or became known to the grievant _____

Concise statement of what happened:

Sections of the contract believed to have been violated:

Remedy requested (must be consistent with the contract):

Signature of the grievant _____

Date: ____/____/____
Day Month Year

Grievance discussed with the supervisor and/or director

Date: ____/____/____
Day Month Year

This grievance was filed with the Superintendent:

Date: ____/____/____
Day Month Year

THIS GRIEVANCE WAS APPEALED TO ARBITRATION:

Date: ____/____/____
Day Month Year

(over)

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If no discussion was held with the immediate supervisor, please explain why:

Grievant's Signature _____ Date _____

Superintendent's Proposed Resolution

Superintendent's Signature _____ Date _____

APPENDIX D

Factoring Schedule

Position	Minimum Qualification	Current	8/1/2014 (Pending ratification)	
			Includes 1% increase on base salary	
School Psychologist	MA+30	\$38,169.04	\$38,550.73	
Instructional Consultant	MA	\$35,091.00	\$35,441.91	
Work Study	BA	\$32,048.38	\$32,368.86	
School Psychologist Assistant	MA	\$30,983.68	\$31,293.52	
MD/ED/CD Preschool Disability Teachers	BA	\$30,945.46	\$31,254.91	
MCHS Teachers	BA	\$30,945.46	\$31,254.91	
MUC Teachers	BA	\$30,945.46	\$31,254.91	
Support Teachers	BA	\$24,755.64	\$25,003.20	
Preschool Teachers	BA	\$30,517.76	\$30,822.94	
Speech Pathologists	MA	\$36,855.00	\$37,223.55	
OT/PT	MA	\$54,248.74	\$54,791.23	
COTA/CPTA	BA	\$29,638.70	\$29,935.09	
HMG Home Visitors/Service Coordinators *** Associates		\$18,658.64	\$18,845.23	
HMG Lead Caregiver	Associates	\$25,521.86	\$25,777.08	
Social Worker/VRP3 Coordinators	BA	\$29,596.84	\$29,892.81	
Secretary	N/A	\$17,726.80	\$17,904.07	
Attendance	BA	\$27,993.42	\$28,273.35	
Courier	N/A	\$16,620.24	\$16,786.44	
Fiscal Liaison	LTA	\$26,022.36	\$26,282.58	
Programmer	LTA	\$26,022.36	\$26,282.58	
Network Services	LTA	\$26,022.36	\$26,282.58	
Network Special Services	Req cert	\$35,346.22	\$35,699.68	
Customer Service	NA	\$21,880.04	\$22,098.84	
Grandfathered Student Services Liaisons ***	LTA	\$26,022.36	\$26,282.58	
Information Technology Support Specialist	LTA	\$27,376.44	\$27,650.20	
Marketing Specialist	BA		\$30,000.00	

All base salaries are based on 182 days.

All base salaries are determined by the minimum qualification for the position.

Rating Factor	Time Factor (days)	Experience	Responsibility	Longevity
B	0.02	182 days	0	5 yrs
B+30	0.03	186 days	0.02	10 yrs
M	0.04	189 days	0.03	15 yrs
M + 15	0.05	191 days	0.04	20 yrs
M +30	0.06	196 days	0.05	25 yrs
D	0.1	204 days	0.06	
		209 days	0.07	
		211 days	0.08	
		232 days	0.09	
		240 days	0.1	
		261 days		

EVALUATION OF PROFESSIONAL STAFF

(Ohio Teacher Evaluation System)

A determination of the efficiency and effectiveness of the teaching staff is a critical factor in the overall operation of the Service Center. The Board evaluates teachers in accordance with State law and the standards-based statewide teacher evaluation framework adopted by the State Board of Education (SBOE).

The Board directs the Superintendent/designee to implement this policy in accordance with State law. The requirements of this policy prevail over any conflicting provisions of collective bargaining agreements entered into on or after September 24, 2012.

Notwithstanding Ohio Revised Code Section (RC) 3319.09, this policy applies to any person employed under a teacher license issued under RC 3319, or under a professional or permanent teacher's certificate issued under former RC 3319.222, and who spends at least 50% of the time employed providing content-related student instruction. This teacher evaluation policy does not apply to substitute teachers or instructors of adult education.

Credentialed Evaluators

Evaluations carried out under this policy are conducted by persons holding evaluator credentials established by the Ohio Department of Education (ODE). Evaluators must complete state-sponsored evaluation training and pass the online credentialing assessment. The Board adopts a list of approved credentialed evaluators chosen from ODE's list.

Effectiveness Rating

Teachers are assigned an effectiveness rating of Accomplished, Proficient, Developing or Ineffective. This rating will be determined based on 50% teacher performance and 50% student growth measures. Student growth will be determined through multiple measures.

Annually, the Board submits to the ODE the number of teachers assigned an effectiveness rating, aggregated by the teacher preparation programs from which, and the years in which, the teachers graduated. The name of, or any personally identifiable information about, any teacher reported in compliance with this provision cannot be required.

Teacher Performance Calculation

Teachers are evaluated via two formal observations and periodic classroom walk-throughs. The 50% teacher performance measure is based on the Ohio Standards for the Teaching Profession.

The Superintendent/designee selects/develops evaluation tools to calculate teacher performance. The Board directs the Superintendent/designee to develop procedures for these evaluation tools.

Student Growth Calculation

For the purpose of this policy, student growth means the change in student achievement for an individual student between two or more points in time. Student growth is evaluated by a combination of (1) value-

added data or an alternative student academic progress measure if adopted under RC 3302.03(C)(1)(e); (2) ODE-approved assessments and/or (3) Board-determined measures. When available, value-added data or an alternative student academic progress measure if adopted under RC 3302.03(C)(1)(e) shall be included in the multiple measures used to evaluate student growth in proportion to the part of the teacher's schedule of courses or subjects for which the value-added progress dimension is applicable.

Until June 30, 2014, if a teacher's schedule is comprised only of courses or subjects for which value-added data is applicable, the majority of the student academic growth factor of the evaluation shall be based on the value-added progress dimension. On or after July 1, 2014, the entire student academic growth factor of the evaluation for such teachers shall be based on the value-added progress dimension.

Students with 60 or more unexcused absences for the school year will not be included in the calculation of student academic growth. Data from Board-determined multiple measures will be converted to a score of (1) Above, (2) Expected or (3) Below student growth levels.

Professional Growth and Improvement Plans

Teachers meeting above-expected levels of student growth must develop professional growth plans and choose their credentialed evaluators from the Board-approved evaluator list.

Teachers meeting expected levels of student growth must develop professional growth plans collaboratively with their credentialed evaluators from the Board-approved evaluator list.

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

Evaluation Time Line

Service Center administrators evaluate teachers annually. Annual evaluations include two formal observations at least 30 minutes each and periodic classroom walk-throughs. Teachers who are on limited or extended limited contracts pursuant to State law and under consideration for nonrenewal receive at least three formal observations during the evaluation cycle.

All teacher evaluations are completed by May 1. Teachers evaluated under this policy are provided with a written copy of their evaluation results by May 10.

Testing for Ineffective Teachers in Core Subjects

Beginning with the 2015-2016 school year, teachers of core subject areas, as defined by State law, who have received a rating of Ineffective for two of the three most recent school years must register for and take all written examinations of content knowledge selected by ODE.

Retention and Promotion

The Board uses evaluation results for retention and promotion decisions. The Board adopts procedures for use by Service Center administrators in making retention and promotion decisions based on evaluation results.

Seniority shall not be the basis for making retention decisions, except when choosing between teachers who have comparable evaluations.

Poorly Performing Teachers

The Board uses evaluation results for removing poorly performing teachers. The Board adopts procedures for removing poorly performing teachers based on evaluation results.

Professional Development

The Board allocates financial resources to support professional development in compliance with State law and the SBOE's evaluation framework.

[Adoption date: June 20, 2013]

LEGAL REFS.: ORC 3319.11; 3319.111; 3319.112; 3319.16; 3319.58

Chapter 4117

OAC 3301-35-05

CROSS REFS.: AF, Commitment to Accomplishment

GBL, Personnel Records

CONTRACT REF.: Teachers' Negotiated Agreement