



12-07-15
15-MED-04-0438
0704-02
K32828

NEGOTIATED AGREEMENT

BETWEEN THE

BOARD OF EDUCATION OF THE
MIAMI TRACE LOCAL SCHOOL DISTRICT

AND THE

MIAMI TRACE
NON-CERTIFIED EMPLOYEES
ASSOCIATION/OEA

JULY 1, 2015 – JUNE 30, 2017

TABLE OF CONTENTS

ARTICLE 1 - RECOGNITION	1
ARTICLE 2 - PROCEDURES FOR CONDUCTING NEGOTIATIONS.....	2
ARTICLE 3 - IMPASSE	3
ARTICLE 4 - GRIEVANCE PROCEDURE	4
ARTICLE 5 - VACANCIES AND POSTINGS.....	6
ARTICLE 5 (A) TRANSPORTATION BIDDING	8
ARTICLE 6 - INVOLUNTARY AND TEMPORARY TRANSFERS	8
ARTICLE 7 - SENIORITY	9
ARTICLE 8 - LAYOFF AND RECALL	10
ARTICLE 9 - PERSONNEL FILE.....	12
ARTICLE 10 - VACATION	13
ARTICLE 11 - SICK LEAVE	14
ARTICLE 12 - PERSONAL LEAVE.....	18
ARTICLE 13 - MILITARY LEAVE.....	19
ARTICLE 14 - JURY DUTY	19
ARTICLE 15 - LEAVE OF ABSENCE.....	20
ARTICLE 16 - LENGTH OF CONTRACTS	21
ARTICLE 17 - PROVISIONS CONTRARY TO LAW	22
ARTICLE 18 - DUES DEDUCTION.....	22
ARTICLE 19 - ASSOCIATION RIGHTS	22
ARTICLE 20 - BUS DRIVERS - EXTRA TRIPS.....	23
ARTICLE 21 - HOLIDAYS.....	25
ARTICLE 22 - FINANCIAL SETTLEMENT	25
ARTICLE 23 - WORKING CONDITIONS.....	29
ARTICLE 24 - PUBLIC COMPLAINT PROCEDURE	32
ARTICLE 25 - MISCELLANEOUS	32
ARTICLE 26 - BUS ASSIGNMENT.....	32
ARTICLE 27 - ESEA	33
ARTICLE 28 - COMPLETE AGREEMENT.....	33

EXHIBIT A – GRIEVANCE PROCEDURE FORM

EXHIBIT B – GRIEVANCE DECISIONS

EXHIBIT C – FY 16 CLASSIFIED UNION SALARY SCHEDULES

EXHIBIT D – FY 17 CLASSIFIED UNION SALARY SCHEDULES

EXHIBIT E—PILOT PROGRAM FOR COVERAGE OF SPECIAL EVENTS

This contract made and entered into this May 26, 2015, by and between the Local Board of Education of the Miami Trace Local School District, hereinafter referred to as the "Board," and the Miami Trace Non-Certified Employees Association (MTNCEA), affiliated with the Ohio Education Association, hereinafter referred to as the "Association."

This contract shall become effective July 1, 2015 and shall expire June 30, 2017.

ARTICLE 1 - RECOGNITION

1. The Local Board of Education of the Miami Trace Local School District hereby recognizes the Miami Trace Non-Certified Employees Association, affiliated with the Ohio Education Association and the National Education Association, as the sole and exclusive bargaining agent for all employees now employed or to be employed in the following described unit.
2. The bargaining unit includes all full-time and regular short hour non-certified employees in the following positions or classifications who are regularly assigned to a work schedule: custodian,; bus driver; bus mechanics; cook; educational aide; secretary; handicapped attendant; and attendance officer.
3. The Association recognizes that the Board is the duly elected body charged by law with the authority and responsibility to establish the educational and other policies of the Miami Trace Local School District, and is further charged by law with the sole authority and responsibility to establish the rules and regulations by which the School District shall be governed. Accordingly, subject only to the limitations specifically set forth in this agreement and those imposed by law, the Association recognizes that the Board retains the sole and exclusive control of the Miami Trace Local School District, including the right to employ, direct, assign, transfer and evaluate employees, and, for just cause, to discharge, suspend, discipline or demote employees; the right to establish and amend from time to time the rules and regulations not inconsistent with the provisions of this agreement which are to be observed by the employees; the right to determine in accordance with the law, the school calendar, the hours of the school day, the beginning and end of the school day and to determine all other rights with respect to the control and administration of the School District which are reposed by law with the Board.
4. All non-certified personnel have the right to join, participate and assist the Association and the right to refrain from such, but membership shall not be a prerequisite for employment or continuation of employment of any employee, any such membership or payment shall not be involuntarily imposed upon any employee.

ARTICLE 2 - PROCEDURES FOR CONDUCTING NEGOTIATIONS

A. Initiating Negotiations

1. All requests for the initiation of negotiations shall be made in writing. The request initiated by the Association shall be directed at the superintendent; the request initiated by the Board shall be directed to the president of the Association. The written request for negotiations shall include:
 - A. Date of letter;
 - B. Statement of matters to be discussed.
2. A written reply shall be sent by the receiving party within five calendar days of receipt of said request. This letter shall include:
 - A. Date of letter;
 - B. Time, place and date of three proposed dates for the initial negotiations sessions.
3. All negotiations shall be in accordance with this contract.

B. Negotiation Sessions

1. The parties shall meet at a time and place as established under Section A of this article for the first negotiations session. A time, place and date for the next session shall be established before concluding the first and each successive negotiations session.
2. The Association and the Board shall give each other their specific proposals at the first meeting.
3. Subsequently, no new proposals shall be presented by either party unless otherwise mutually agreed.

C. Negotiation Teams

1. Each team shall be made up of six (6) people of the party's choice. In addition, legal counsel may be present with 48 hours advance notice. Each team may designate a chairperson.

D. Information

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

E. Caucuses

Either group shall have the right to recess for independent caucus at any time. Each caucus shall be limited to one hour unless otherwise mutually agreed.

F. Item Agreement

As negotiation items receive tentative agreement, they shall be reduced to writing and initialed by each party. Such initialing shall not be considered binding or as a final agreement by the parties and it is expressly understood by the parties that the tentative agreement reached on any items may be withdrawn by either party at any time during the negotiations process.

G. Agreement

When an agreement is reached by the teams, that agreement shall be reduced to writing and signed by the chairperson of each team. Each team will recommend favorably to its members the acceptance of the tentative agreement. The tentative agreement shall be submitted to the Association for possible ratification and the results of the ratification vote by the Association membership shall be communicated to the Board in writing by the president of the Association. Upon receipt of notification that the Association has ratified the agreement, the Board shall meet within 14 days to consider the approval or non-approval of the tentative agreement. Only if the agreement is ratified and approved by both the Association and the Board shall it become part of this contract. No provision of the resulting agreement shall discriminate against any staff member because of membership or non-membership in the Association.

H. Protocol

No action to coerce, censor or penalize any participant in negotiations shall be made or implied by any other negotiator or member of either party so represented. Both sides agree to conduct themselves in a professional and non-personal manner.

ARTICLE 3 - IMPASSE

If an impasse is declared by either party, the party shall jointly contact the Federal Mediation and Conciliation Service and request the assistance of a mediator in an effort to resolve the dispute. In the event that mediation does not produce a settlement, the Association agrees to submit the Board's offer to a vote of its membership.

Every member of the Association shall have the right to vote on the board's offer. The vote on said offer shall be conducted by written, secret ballot. If the offer of the Board is not rejected by at least a 3/5 vote of the total membership of the Association, then the Board's offer shall be binding on the Association.

In the event the Board's offer is rejected as provided above and the contract provisions have expired and the Association has issued its required ten (10) day strike notice, then in that event, the Association has the right to strike on the issues subject to negotiations and ultimate impasse shall be deemed to exist. The impasse procedures set forth in this article shall supersede and replace the impasse procedures contained in Chapter 4117 of the Ohio Revised Code.

ARTICLE 4 - GRIEVANCE PROCEDURE

A. Definition of Grievance

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

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

In the event there is a grievance which involves a number of employees, it may be submitted as a group grievance by the Association and may be instituted, if the Association so elects, at Step Two of the grievance procedure. The employees involved in the grievance will be named on the grievance form. The grievance forms are attached and designated Exhibit "A" and Exhibit "B".

B. Step One

Any person having an issue/concern shall first discuss such issue/concern with his/her immediate supervisor. The person shall indicate to the immediate supervisor that this is Step One of the grievance procedure. If the employee elects to bring a representative to the meeting, the supervisor may have a representative as well. If said issue/concern is not brought to the supervisor's attention within thirty (30) calendar days after the employee knew or should have known of the action giving rise to the issue/concern, it shall be waived.

C. Step Two

If this discussion at Step One does not resolve the grievance to the satisfaction of the employee, such grievant shall have the right to file a written grievance with facility supervisor involved in Step One, with a copy of the written grievance separately provided to the Business Manager. If said grievance is not filed within thirty (30) calendar days after the grievant knew or should have known of the action giving rise to the grievance, said grievance shall be waived. The written grievance shall contain a statement of the alleged facts upon which the grievance is based and a reference to the specific provision of the contract allegedly violated, misinterpreted or misapplied. The grievant shall have the right to request a hearing before the facility supervisor at this level. It shall be at a time mutually agreeable to the grievant and his/her facility supervisor. If the grievant is accompanied by a representative of his/her choice at the hearing, the facility supervisor may likewise have a representative of his/her choice as a witness or observer at said hearing.

The facility supervisor shall take action on the grievance within seven (7) days after receipt of said grievance or if a hearing is requested within seven (7) days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing by the facility supervisor and sent to the grievant.

D. Step Three

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

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

E. Step Four

If the action taken by the superintendent or his/her designee does not resolve the grievance to the satisfaction of the grievant, the grievant may appeal in writing to the Board. The notice of appeal shall be sent to the superintendent or his/her designee and a copy filed with the treasurer of the Board. Failure to file such appeal within seven (7) days of receipt of the written decision of the superintendent his/her designee shall be deemed a waiver of the right to appeal. The treasurer shall place the matter on the agenda for the next regular meeting of the Board in executive session. The grievant and the facility supervisor shall have the right to be represented at such meeting by a representative of their choice.

The Board of Education shall act upon such appeal no later than its next regular meeting. Copies of the written decision of the Board shall be sent to the grievant, superintendent or his/her designee and the facility supervisor.

F. Step Five

If the grievant is not satisfied with the decision of the Board at Step Four, the grievant, with written approval of the Association, may appeal the grievance to arbitration. The notice of appeal to arbitration shall be sent to the American Arbitration Association, the treasurer of the Board and the superintendent. Failure to file such appeal within seven (7) days of receipt of the Board's decision at Step Four shall be deemed a waiver of the right to appeal.

If an appeal is filed, the parties shall jointly request a list of nine names from the American Arbitration Association from which the arbitrator shall be selected by the alternate strike

method. Either party shall be entitled to request a second list. The arbitrator shall have no power to alter, add to or subtract from, any of the terms of the agreement as written.

The arbitrator shall hold the necessary hearing and issue his/her decision within thirty (30) days from the date of hearing unless a different time period is agreed to by the Board and the grievant. The decision shall be in writing and set forth the findings of fact, reasoning and conclusion on the grievance submitted. The decision of the arbitrator shall be advisory only and copies of the decision shall be forwarded to the Board president and the Association president. The costs shall be shared by the parties.

G. Miscellaneous

Grievance conferences shall be conducted at reasonable and mutually agreed to times so as not to hinder or restrict school operations. Such conferences will be set by the appropriate administrator at a time agreeable to the grievant within the time limits of the step involved. Both parties agree that these proceedings will be kept confidential.

Any of the time limits established for this grievance procedure may be waived by mutual agreement of the parties involved.

A grievance may be withdrawn without record.

No reprisals of any kind will be taken by or against any party or participant in the grievance procedure by either party.

Prior to September 1 of each year, the Association shall designate in writing to the superintendent the grievance representatives who will be authorized to attend grievance hearings with the grievant. Any additions or deletions will be communicated to the superintendent 24 hours in advance of any scheduled meeting.

ARTICLE 5 - VACANCIES AND POSTINGS

A. A vacancy shall occur if the Board determines to fill a vacancy caused by:

- (1) An employee's leaving employment as a result of a termination, resignation, retirement or death.
- (2) An employee's transfer to another bargaining unit position.
- (3) An employee's assuming a non-bargaining unit position.
- (4) An employee's unpaid, non-medical leave of absence for more than one calendar year.
- (5) The creation of a new bargaining unit position.
- (6) The reclassification of a position from one pay grade to another.

(7) When a position is increased in time by more than sixty (60) minutes.

(8) Any increase in the hours of a position that would cause a change of benefits, such as vacation accumulation and/or insurance.

B. A vacancy shall be e-mailed to each classified employee.

The position may be filled seven (7) days after posting.

All job openings will be posted in accordance with these procedures prior to any transfers.

C. The content of the vacancy notice shall include the location of the work, rate of pay, and classification. Bargaining unit members interested in the vacancy may contact the Business Manager for a description of any specific skills/experience required to perform the job.

D. Bargaining unit members must notify the Business Manager, in writing, within seven days of the posting date to be considered for the position.

E. If a vacancy occurs between March 1 and the end of the school year, the position may be filled with a substitute employee until the end of the school year at which time it will be posted as provided herein. No vacancy occurring prior to March 1 shall be filled with a substitute unless otherwise provided in this agreement.

F. The employee applying with the most seniority in the job classification of the vacancy shall be awarded the vacant position unless it can be shown that the individual does not have the skills and aptitude necessary to complete the proposed new job assignment.

1. Bargaining unit employees may apply and be considered with all other applicants for any bargaining unit vacancy not within their current classification.

2. If the Business Manager or immediate supervisor determines that an individual does not have the skills and aptitude necessary to complete the proposed new job assignment, he/she must schedule a meeting to discuss his/her findings with the applicant and a representative from MTNCEA. If the applicant waives this right, the applicant will notify MTNCEA.

3. If the applicant is not satisfied with the final decision, within thirty (30) calendar days a grievance may be filed at Step Five, Arbitration, which shall be expedited.

G. Bargaining unit members transferring within a classification shall retain the total years of experience he/she has accumulated in that job classification for the purpose of determining salary placement.

H. Bargaining unit members voluntarily transferring into a different classification shall be placed on the new classification's salary schedule at the step of any prior experience in the classification up to ten years.

- I. This provision does not apply to the transportation classification. The bidding on bus runs and awarding of field trips shall be in accordance with Article 5(A) of this contract.
- J. The Business Manager shall notify the Association President and Association within ten (10) days of any personnel transfers.

ARTICLE 5 (A) TRANSPORTATION BIDDING

The length of the route will be estimated by the transportation supervisor prior to the opening of the school year if possible, but, ultimately, route times are based upon the time clock. In addition, if drivers are available, they will be consulted as to the feasibility of changes for safety and time prior to the issuance of assignments in July. The route time shall be established based on the actual drive time of the route from storage to storage.

Drivers will retain the general route they had the preceding school year subject to the bidding provisions of this article.

In the event a route becomes vacant, the length of the vacant route will be posted for seven (7) days. The position will be awarded to the most senior driver bidding on the posted vacancy. If the Business Manager or immediate supervisor determines that an individual does not have the skills and aptitude necessary to complete the proposed new job assignment, he/she must schedule a meeting to discuss his/her findings with the applicant and a representative from MTNCEA. If the applicant waives this right, the applicant will notify MTNCEA.

Routes will then be adjusted to provide the position to the successful bidder. Adjustments in routes will be made in a manner that will assign driver routes as near the driver's home as can reasonably be accomplished.

Unless the Board determines it necessary to compound the buses, drivers employed prior to July 1, 2013 will be permitted to keep their buses at home during the school year provided they live within the Miami Trace School District and as long as it is beneficial to the district. Employees hired on July 1, 2013 and thereafter may be required to compound their buses.

HANDICAPPED ROUTES

Handicap routes will be separately posted and bid and awarded to the most senior bidder provided the bidder is deemed physically and emotionally able to handle the route.

ARTICLE 6 - INVOLUNTARY AND TEMPORARY TRANSFERS

Involutary Transfers

- A. In the event an employee is involuntarily transferred, upon request, the superintendent or his/her designee will meet with the employee to discuss the reason for the involuntary transfer.
- B. An employee involuntarily transferred shall not suffer a loss of hourly pay as a result of the transfer. Bargaining unit members transferring into a different classification shall be placed

on the new classification's salary schedule either at the closest level of their current salary or at the step of any prior experience in the classification, whichever is higher.

Temporary Transfers

- A. An employee may be temporarily assigned to jobs other than their regular job.
- B. An employee who has been temporarily assigned shall not suffer a loss of hourly pay should the position be at a lower rate of pay.
- C. If the position to which the employee has been temporarily assigned is regularly paid at a higher rate of pay, then the employee shall receive the higher rate of pay after working in the position for five consecutive days.

In the event that there is an involuntary transfer, the Union President will be notified within three (3) days of the transfer.

All involuntary transfers shall be done with reason and for the good of students and the school district. This reason shall be provided to the employee in writing prior to the transfer. No employee may grieve an issue as to whether such involuntary transfer was done with reason and for the good of students.

ARTICLE 7 - SENIORITY

A. Seniority Defined

For the purposes of this contract, seniority shall mean the length of continuous employment with the Board in a job classification described in Article I, Section 2.

Seniority shall accrue for all time an employee is on paid leave status or is receiving worker's compensation benefits, except when the employee is using the sick leave bank.

Time spent on unpaid status shall not contribute to the accrual of seniority but shall not constitute a break in seniority.

Employees must work at least one hundred twenty (120) days per job classification in a school year to earn one (1) year of seniority credit.

B. Seniority Tiebreaking

Ties in classification seniority shall be broken by the following method to determine the most senior employee in the following order:

1. Greatest total years of continuous service with the Board; then
2. The employee with the first work day in the classification (based on the Board's payroll records); then

3. By lottery with the most senior employee being the one whose name is drawn first, etc. This procedure shall be implemented in the presence of the Association president or designated representative.

C. Loss of Seniority

Seniority shall be lost when an employee retires or resigns, is non-renewed, terminated or otherwise leave the employment of the Board.

D. Posting of Seniority List

The seniority list shall be posted annually by the Board not later than January 15, on the designated bulletin board in each building/work site. The names of employees on the seniority list shall appear in seniority rank order within areas of classification, with the name of the most senior employee appearing at the top of the listing and the name of the least senior employee appearing at the bottom of the listing. Beginning dates along with years of service shall be included on the seniority list; if an employee has worked in more than one job classification with the Board, ending dates shall be included as well.

E. Correction of Inaccuracies

Each employee shall have a period of fourteen (14) calendar days after posting of the seniority list in which to advise the superintendent in writing of any inaccuracies which affect his/her seniority. The Board or its agents shall investigate all reported inaccuracies and make such adjustments as may be in order and post the revised list.

Any employee failing to notify the superintendent in writing of inaccuracies within fourteen (14) days of the posting of the original list shall be subject to the final list posted by the Board until the next following January 15 posting.

ARTICLE 8 - LAYOFF AND RECALL

Definition of Layoff

A layoff shall occur when the Board eliminates a bargaining unit position, when there is a lack of funds, and/or there is insufficient and/or a reduction in local, state, or federal funds, or for any other reason allowed under the law.

Notification

- A. If the Board determines a layoff may occur, the Board shall notify the Association President in writing, not less than twenty (20) days prior to the date the layoff is to be implemented. The notification shall include the reason(s) for the layoff; the position(s) to be reduced, eliminated, or not filled; the name(s) of the employees to be affected based on the seniority list, the date of the Board meeting to implement the layoff and the effective date of the layoff.

- B. Within five days of receipt of the notification and if requested by the Association, representatives of the Board and the Association shall meet to review the proposed layoff.
- C. An employee being laid off shall be given fifteen (15) days advanced written notification prior to the implementation of the layoff. The Association shall be sent a copy of said notification at the same time. The notice shall state the reasons for layoff and the effective date.
- D. Members who are to be laid off and who believe they have greater seniority than others not being laid off shall have a period of seven days within which to bring the matter to the attention of the superintendent who shall review the matter with the employee and the president of the Association. Failure to bring any claim of error to the superintendent within the time provided will barr any later claim that the member has been improperly laid off.

Implementation

- A. In determining the position(s) to be eliminated, or not filled, the following sequence shall be used:
 - 1. Position(s) vacated as a result of voluntary resignation, retirement or death will not be filled.
 - 2. If additional reduction is necessary, employee(s) shall be laid off in the affected classification(s) with the least senior employee in the classification being laid off first. For the purpose of this provision, the classifications shall be:

Bus Mechanic	
Bus Driver	Assistant Custodian
Head Cook	Secretary
Assistant Cook	Educational Aide
H.S. Custodian Team Leader	Handicapped Attendant
E.S./M.S. Custodian Team Leader	Attendance Officer

An employee laid off in one job classification shall be able to bump into another job classification in which he/she has worked for the Board provided the employee exercising bumping rights has greater seniority in the classification than another employee working in the classification. Part-time employees shall not be able to bump full-time employees.

- B. The Board shall determine in which classification the layoff shall occur and the number of employees to be laid off. In the classification of layoff, employees on a limited contract shall be laid off before any employee in that classification employed under a continuing contract is laid off.
- C. Layoff shall occur by suspension of contract. The limited contract of an affected employee that expires prior to the effective date of the layoff shall be renewed and then suspended to implement the layoff.

Limitations

- A. No new hire shall be employed in a bargaining unit position until all eligible laid off employees have been offered such position.
- B. No current non-bargaining unit employee shall be assigned to fill a bargaining unit position while an eligible employee remains on layoff status.

Layoff Rights

An employee on layoff shall have the following rights:

1. Time spent on layoff shall not be considered as a break in employment but shall not be considered as time worked for seniority or salary purposes.
2. Employees on the layoff list shall be responsible for notifying the Board of their current mailing address. Such notification shall be updated by the employee as changes occur.
3. An employee giving notice of reemployment in less than an equivalent bargaining unit position need not accept the reemployment to maintain the employee's eligibility on the recall list.

Recall Rights

Employees laid off shall be placed on a reinstatement list in the order of seniority by classification. If a vacancy is not filled after following the process in Article 5, vacancies which occur in the classification of layoff shall be offered to or declined by the employee standing highest on the layoff list in that classification before the next person on the list in the classification may be considered. Any employee who declines reinstatement shall be removed from the reinstatement list except as previously provided herein. An employee shall be deemed to have declined reinstatement if he/she does not accept the position offered within seven days of the mailing of the notice of recall. The employee shall have a minimum of three work days to report after accepting the position offered.

Recalled employees shall not have to re-qualify or test for a previously worked classification.

Employees shall remain on the recall list for a period of 24 months from the first day of layoff.

Article 8 - Layoff and Recall, shall supersede and replace all sections of the Ohio Revised Code with which it is in conflict including, but not limited to, 3319.081 of the Ohio Revised Code.

ARTICLE 9 - PERSONNEL FILE

A personnel file of each member shall be maintained in the office of the superintendent. Access to the personnel file shall be available during regular office hours to the employee and/or his/her representative in the office of the superintendent. The request must be made two (2) business days in advance.

The file may be reviewed in the presence of the superintendent or his/her designee. The member shall have the right to be accompanied by an Association representative. A representative of a member shall be given access to the file of said member upon presentation of written authorization from the member, including the signature of said member.

A member shall have the right at any time to attach a written reply to any material being placed in his/her file and this reply shall be attached to the material in question. Anonymous material shall not be placed in an employee's file nor be a matter of record.

If a member of the public requests to review an employee's personnel file, the employee will be notified of the identity of the person making the request and the items requested for review, when possible. If the name of the person making the request is not known, then as a professional courtesy, the employee will be notified that an anonymous request to review their personnel file has occurred.

Any member shall have the right to obtain a photostatic copy of any item in his/her file.

The provisions of this section of the contract shall not be construed as limiting the rights accorded to a member pursuant to Chapter 1347 of the Ohio Revised Code including the right to challenge the timeliness, accuracy or relevancy of said material pursuant to Chapter 1347 of the Ohio Revised Code.

Employees will be provided with a copy of any evaluations, written reprimands or derogatory information prior to placement in the employee's file. Derogatory information is defined as any document that contains negative, critical or disparaging information.

ARTICLE 10 - VACATION

1. Each regular classified employee serving eleven (11) or more months per year shall be entitled to an annual vacation, with pay, based on length of service in the District.
2. The Board reserves the right to specify the conditions under which vacation time may be taken and will provide written reasons for any denial.

A. Employees with one year but less than ten (10) years of service

Employees with one year but less than ten (10) years of service in the District as of July 1 shall be entitled to an annual vacation of ten (10) days, exclusive of legal holidays.

B. Employees with ten (10) years but less than eighteen (18) years of service

Employees with ten (10) years but less than eighteen (18) years of service in the District as of July 1 shall be entitled to an annual vacation of fifteen (15) days, exclusive of legal holidays.

C. Employees with eighteen (18) or more years of service

Employees with eighteen (18) or more years of service shall be entitled to an annual vacation of twenty (20) days, exclusive of legal holidays.

D. Employees with less than twelve (12) months of service

Regular employees serving in positions requiring eleven (11) or more months of service in a calendar year, but less than twelve (12) months of service as of July 1 next succeeding initial employment shall be entitled to eight (.8) of a day of vacation for each full month of service as of said July 1.

Eligible employees must apply for vacation to the superintendent or designee at least two weeks in advance of the desired start date. Special consideration shall be given to emergencies. All applications are subject to final approval by the superintendent.

Vacations will be granted only at times of the year when they will not interfere with the normal operation of the school.

3. Employees who are laid off, retired or deceased, or are discharged, after earning their vacation, but who have not taken such vacation, shall receive their vacation pay earned.

Unused vacation will be paid in full to the estate of a deceased employee.

Unused vacation days may accumulate to a maximum equal to the amount an employee can earn in two work years.

Payment shall be at the employee's current daily rate of pay .

ARTICLE 11 - SICK LEAVE

Bargaining unit employees shall accumulate fifteen (15) sick leave days annually at the rate of one and one-quarter per month. Unused sick leave shall be accumulative up to two hundred nineteen (219) days. Regular part-time employees shall be entitled to sick leave in proportion to the time actually worked.

The Board shall accept by transfer the accumulated sick leave which any new employee has acquired in another position of public service in Ohio, equal to the maximum accumulation allowed by the Miami Trace School District.

New employees shall be credited with five days sick leave in advance which shall be part of the fifteen (15) days that can be accumulated for the year. This provision is intended to supersede the conflicting provisions of Ohio Revised Code section 3319.141.

Use of Sick Leave

Sick leave may be used for the following purposes and must have the approval of the immediate supervisor or designee:

- A. For absence of the employee due to personal illness, injury, illness or injury due to pregnancy or exposure to a contagious disease which could be communicated to other employees or to students.
- B. For absence of the employee due to illness or injury of someone in the employee's immediate family.

In this section, the employee's immediate family is defined to mean a relative of the employee residing at the home of said employee and shall also include the employee's spouse, children, parents, brother, sister, son, step-child, foster child, son-in-law, daughter-in-law, daughter, grandchildren, grandmother, grandfather, father-in-law, mother-in-law if not residing with the employee and any other individual as approved by the Superintendent.

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

Immediate family is defined as: father, mother, sister, brother, step-child, foster child, son, daughter, husband, wife, grandchildren, grandmother, grandfather, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and any other individual as approved by the superintendent.

The exact number of days granted shall be determined by the family relationship and the circumstances surrounding the death.

- D. An employee requesting more than half of their regularly scheduled work day for a doctor's appointment must provide an explanation to the facility supervisor or their designee on kiosk as to why more than half of their regularly scheduled work day of sick leave is required for a doctor's appointment.
- E. Employees using sick leave must identify the specific reason for using sick leave when entering the request in Kiosk. A failure to do so will result in denial of the sick leave request.

Verification of Sick Leave

A bargaining unit member using sick leave is encouraged to provide a doctor's note whenever the employee sees the doctor as a part of his or her sick leave or proper verification under (C), above. After five (5) days of sick leave use without a doctor's note or verification of leave under (C), above, or if a District Administrator suspects that an employee is using sick leave for unpermitted reasons, an employee may be required to furnish a written signed statement from a physician or other acceptable written verification to justify the use of sick leave. The written statement from a physician shall state that the employee was unable to report to work and perform regularly assigned duties and state any work-related restrictions.

The filing, by an employee, of any false statement concerning the cause or duration of an absence shall be grounds for suspension or dismissal.

Eligibility for Sick Leave

A sick leave of absence shall commence when the employee or agent, if the employee is sufficiently disabled, reports the absence.

A sick leave day, once commenced, may be reinstated as a working day only with the approval of the superintendent or designee.

Whatever the claims of disability, no day of absence shall be considered to be a sick leave day on which the employee has engaged in or prepared for other gainful employment or has participated in a concerted work stoppage.

Record of Sick Leave

The absentee records of this District shall show the absence of each employee, describing the days which the employee was absent. This record shall be maintained in Kiosk.

The absentee record of sick days will contain:

- A. The dates of sick days;
- B. The reason for use of sick leave.

Each staff member will have recorded the number of sick days used for the last pay period, the accumulated sick days used since the beginning of the contract period, and the number of accumulated sick days on the direct deposit notice.

Retirement Pay

The Board shall provide retirement pay to members of the bargaining unit upon their retirement from the District who meet the following conditions;

1. Ten (10) years of service in the Miami Trace Local School District; and
2. Participation in and receipt of benefits from SERS at the time of retirement from the District.

The maximum payment which shall be made shall be 1/4 of the sick leave accumulated and unused sick leave of the retiree; except a retiree who has the maximum sick leave accumulation at the time of retirement shall receive payment for sixty (60) days. Such payment shall be based on the member's daily rate of pay at the time of retirement. Payment of severance pay shall eliminate all sick leave credit accrued by the retiree.

In the event a member dies before retiring as an employee of the Board, and at the time of death met the eligibility requirement for severance pay, the board shall make the severance payment called for by this provision directly to the deceased employee's estate.

Sick Leave Bank

1. Establishment

- a. Each employee may contribute one (1) or two (2) days of his/her accumulated sick leave to the Sick Leave Bank during the enrollment period. Enrollment periods will be the entire month of September of each school year. New employees hired after the school year has commenced will have four (4) weeks to enroll.
- b. All contributions to the Sick Leave Bank must be authorized by the contributing employee in writing, and no contributions will be effective without said written authorization. Except as otherwise provided herein, once donated, day(s) contributed to the Sick Leave Bank are not returnable.
- c. If at least fifteen (15) members are not enrolled by the school year enrollment period deadline, the prospective members will have their donated days credited to their accumulated sick leave account, and the bank will not be established.
- d. No contributions may be made except as provided in this Section.

2. Operational Procedures

- a. Use of days from the Sick Leave Bank will be limited to those employees who have contributed to the bank.
- b. Use of days from the Sick Leave Bank will be limited to catastrophic illness or injury of employee or employee's family. Catastrophic is defined as **unexpected** critical illness/injury or surgery. Family shall be considered a husband, wife, child, step-child, mother, or father. A doctor's statement is required with the application in order to be considered.
- c. Use of days from the Sick Leave Bank will be considered only after the employee has used all of his/her accumulated paid leave days and has used possible advances of sick leave days.
- d. The maximum number of days of sick leave that an employee may (use/withdraw) is twenty percent (20%) of the total days of sick leave in the Bank at the end of the enrollment period. Additional sick leave withdrawals may be granted at the discretion of the Sick Leave Bank Committee. The maximum amount of sick leave a person may draw from the Sick Leave Bank is the equivalent of one school year for that person's work calendar at the time of request. This person will be ineligible to pull from the sick leave bank the following year.

- e. The rate at which the employee drawing from the sick bank leave shall be paid at the rate at step zero (0) of the employee's current classification.

3. Sick Leave Bank Committee

The Bank will be operated on a voluntary basis. A committee shall be formed to administer the Bank. This committee shall be empowered to adopt rules and regulations and 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). The SBC shall be composed of the following persons:

- a. Treasurer of the Miami Trace Schools or his/her designee.
- b. Administrator designated by Superintendent.
- c. The Association President or his/her designee.
- d. Three (3) bargaining unit members. These members are to be appointed by the Association President. Effort should be made with these appointments to provide bargaining unit representation from the elementary, middle and secondary levels.

Should a vacancy occur on the SBC, a replacement for the vacant position shall be appointed by the authority making the original appointment.

One of the three bargaining unit SBC representatives will be selected to act as chairperson of the SBC. The Association President will designate the chairperson prior to the first meeting of the SBC.

The District Treasurer's office shall keep the Sick Leave Bank records.

The SBC will be responsible for developing the forms needed to operate the Bank except for the Application to Use Days form.

Guidelines will be reviewed annually by the Sick Leave Bank Committee.

ARTICLE 12 - PERSONAL LEAVE

Up to three full days of personal leave with pay may be used, if approved by the superintendent, each contract year by full-time employees. Personal leave is not cumulative. All three requested days shall be unrestricted. The purpose of using a personal day must meet the following conditions:

1. Requests shall be submitted in kiosk. Confirmation from supervisor shall be given as soon as possible but no later than three (3) days prior to the leave requested. Days will be given on a first-come first-serve basis. If an emergency request is made, confirmation shall be immediate. Once the request has been approved it cannot later be denied. If denial is absolutely necessary after approval and is within three (3) days of the date requested, the supervisor will immediately contact the Business Manager and Superintendent. The district will make every effort to assure there is no denial. It is understood by both parties that coverage may not be possible in all situations.

2. Requests shall be presented to the facility supervisor at least three school days in advance, except in the event of an emergency.
3. Day(s) shall not be used for outside employment or seeking or interviewing for outside employment.
4. Day(s) shall not be used when a regularly scheduled school meeting or previously announced meeting has been called.
5. Day(s) may be used for an association meeting.
6. The number of persons granted personal leave for any one day may be limited as determined by the superintendent.
7. Areas not stated above must be reviewed with the superintendent.
8. Areas which the superintendent questions may be presented to the Board before approval is granted. The treasurer of the District will maintain records of personal leave.

All unused Personal Leave days shall go to bargaining unit members' sick leave accumulation at the end of the school year, up to the maximum sick leave accumulation allowed in Article 11 – Sick Leave.

ARTICLE 13 - MILITARY LEAVE

Requests for military leave shall be made to the superintendent at least four weeks in advance of impending military service.

Each employee must notify the Board of his/her intention to resume employment within ninety (90) days of his/her release or discharge and no less than thirty (30) days before the beginning of the semester and shall present to the Board evidence of an honorable discharge.

Request for taking leave of absence shall be made to the superintendent at least four weeks in advance of absence. Request may be made by those employees who are members of the Ohio Defense Corporation, Ohio National Guard, Ohio Naval Militia, U.S. Marine Corps Reserve or other organizations affiliated with the reserves or on an order by the Governor of Ohio.

Employees shall make every effort to schedule their period of training during the summer months or when school is not in session. If the period of training occurs during a school session the employee shall provide the superintendent with the name of his/her supervisor in the reserves or the militia so that arrangements may be discussed to alter such service date.

ARTICLE 14 - JURY DUTY

The Board of Education prefers that personnel accept a call to jury duty only when schools are not in session. However, the Board recognizes the responsibility to perform such duty and that

in many instances, an excuse from jury duty may not be granted from the presiding judge. In such cases, the Board will insure against loss of pay.

If an employee is subpoenaed to serve as a witness in a court action he/she shall give his/her immediate supervisor proper notice and the Board will pay the employee his/her regular pay. It is the responsibility of the employee to collect for his/her court services, and turn that amount over to the Board.

When an employee is involved in a court action arising from his/her employment, he/she shall be given the necessary time for court appearances with pay.

Should an employee be called for jury duty, he/she shall report this to the Business Manager.

Personnel who serve will not be penalized in any way for doing so. They will receive full pay, if they endorse the check received from the court or pay the amount shown on their record slip less travel allowance to the treasurer.

While on jury duty, employees are required to report their schedule on a daily basis to their principal or supervisor for the following day.

The time spent on jury duty or in court, pursuant to a subpoena for matters related to employment with the Board, will not be charged against leave and will count as time on the job.

ARTICLE 15 - LEAVE OF ABSENCE

- A. Upon written request of an employee, the Board of Education may grant a leave of absence, without pay, for a period of not more than two consecutive years for educational, professional or other purposes, and shall grant such leave where illness or other disability is the reason for the request.
- B. With his/her request, the employee shall state the purpose for the leave request and if it is for medical reasons, the employee shall supply a statement from a physician specifically stating in terms of months, weeks and/or days, the period of time the employee will be unable to return to work because of illness.

General Provisions

- A. While on leave, the employee shall be entitled to continue on the group insurance plans provided he/she pays the full premiums for said coverage to the treasurer in advance each month.
- B. At the expiration of the leave, the bargaining unit member shall be offered the same or similar position within his/her area of classification. If the employee refuses the position offered, the contract between the Board and the employee will be considered terminated.
- C. This leave of absence shall not extend a limited contract past its term, but the taking of such leave shall not be considered cause for non-renewal.

- D. Time on leave shall not count as time on the job.
- E. If the leave is granted for illness or other disability and if the bargaining unit member wishes to purchase retirement credit for the period of time he/she is on this unpaid leave, he/she shall pay his/her portion of the retirement contribution as well as the Board's portion of the retirement contribution. If the leave is granted for educational, professional or other purposes, as a condition of the granting of leave, the Board may require the bargaining unit member to agree in writing to pay for his/her portion, as well as the board's portion, of the contribution to the retirement system.
- F. The Board shall inquire of the bargaining unit member prior to April 1 whether he/she intends to return to work at the end of the leave. The bargaining unit member shall notify the Board no later than April 15 of the year in which the leave of absence will expire if the bargaining unit member is returning to work and the end of the leave. Failure on the part of the employee to do so shall be deemed a resignation of their employment. The Board may act on that resignation. The Superintendent may extend this notification deadline for extenuating circumstances, e.g., uncertainty regarding health of member or family member.
- G. Time taken for unpaid leave shall not be used for outside employment or seeking or interviewing for outside employment.

Leave of Absence

If an employee takes a Superintendent-approved, unpaid leave of absence, that employee will pay the full cost of the premium for all insurances on the day he/she is on unpaid leave. Such unpaid leave days may be granted up to a total of five (5) days per year. This applies to unpaid leave only with no intent to change another provision in the negotiated contract.

ARTICLE 16 - LENGTH OF CONTRACTS

The order of contracts is as follows:

1. Newly hired, regular employees shall be given not more than a one year limited contract. Such contract shall be written to expire on the succeeding June 30.
2. If the employee's initial contract is less than one year in length, and the employee is renewed, the employee shall be reemployed on a one year contract.
3. After the employee completes a one year contract, if the employee is renewed, the limited contract shall be for a period of two years.
4. At the end of the two year contract, if such contract is renewed, the employee shall be employed on a continuing contract.

The provisions of this section shall supersede any conflicting provision of Ohio Revised Code section 3319.081 regarding the issuance and length of employment contracts for non-teaching employees.

ARTICLE 17 - PROVISIONS CONTRARY TO LAW

This contract supersedes and prevails over all statutes of the state of Ohio which are in conflict with the provisions of this Agreement (except as specifically set forth in Section 4117.10(A) of the Ohio Revised Code or other applicable Ohio Revised Code sections.) However, should any court of competent jurisdiction, determine, after all appeals or times for appeal have been exhausted, that any provision herein is unlawful, such provision shall be automatically terminated but all other provisions of the contract shall remain in full force and effect.

The parties shall meet within ten (10) days after the final determination of unlawfulness to bargain over its impact and to bring the contract into compliance. If the parties fail to reach agreement over the affected provision, the contractual dispute settlement procedures of Articles 2 and 3 of the contract shall be utilized to resolve the dispute.

ARTICLE 18 - DUES DEDUCTION

Upon written request of a non-certified employee received by the treasurer, the treasurer shall deduct Association dues from the paycheck of the employee. Deduction for Association dues shall be continuous during the term of the contract or until the end of the contract year when an employee has requested non-membership for the following year. Deductions shall be made in equal installments beginning with the second pay period in October and continuing over the next 24 pay periods. For those newly hired employees and for those who have joined the Association after October 12, deductions shall be made in each pay period in equal installments, spread out through the August pay periods. Association members are responsible for paying the full balance of their annual dues and any balance due will be deducted from the final pay. If an additional amount is due, the employee is to directly pay the Association.

ARTICLE 19 - ASSOCIATION RIGHTS

1. Duly authorized representatives of the association shall be permitted to transact Association business on school property provided that this shall not interfere with or interrupt the normal work day.
2. The Association shall have the right to use school facilities and equipment including typewriters, copy machines and duplicating equipment at no cost.
3. The Board shall provide a bulletin board in every school building. The Association shall have the right to post notices of its activities and matters of Association concern on such bulletin board.
4. The Association shall be permitted to use the internal mail system of the school during non-work hours, and place Association communications in the mail boxes provided each non-certified employee in the system.
5. Building principals shall be given copies of all items either posted or distributed in their building.

6. An Association representative may be given time during all meetings of the non-certified staff to make routine Association announcements.
7. Upon written request, at no cost, true copies of public documents shall be given to Association representatives.
8. The President of the Association shall be provided with a directory of all current and newly hired non-certified employees of the District.
9. The Association President shall receive notice of any regular or special Board meetings in accordance with the requirements of the "Sunshine Law." Notification shall be on the same basis as it is provided to the news media. A copy of the Board's agenda shall also be provided to the Association President. A copy of the Board's minutes shall be provided to the Association President and Association Secretary.
10. The Association shall be granted up to a collective total of five (5) days of leave with pay to perform Association duties including members of the bargaining unit attending the OEA representative assembly. The bargaining process does not count as any of the five (5) days.
11. Policy. The Board will keep and maintain updated policies on the District website.

ARTICLE 20 - BUS DRIVERS - EXTRA TRIPS

Definition of an "activity" is a seasonal-long event such as football, basketball, softball, etc.

Definition of a "trip" is a one-time student event where the students need transported away from their home school.

Assignment Procedure for Extra Trips

A. Initial Sign Up:

Drivers interested in extra bus trips/activities during the school year shall give written notice to the transportation supervisor at the beginning of the school year orientation meeting.

Drivers hired after the beginning of the school year shall give written notice to the transportation supervisor of their interest in taking extra bus trips. This notice must be given within ten (10) days of their employment.

B. Trip Request

A chart listing the names of drivers signed up for extra trips and dates for trips taken shall be continuously updated and posted on the bus garage's lounge wall documenting all trips assigned to drivers throughout the year.

C. Trip Assignments

Trip assignments will be awarded utilizing the following criteria in the following order:

1. Request of a Bus Driver by Teachers or Coaches

- First: Drivers requested in writing by teachers or coaches for trips or an activity will not be eligible for any other trips/activities until that activity is over unless no other full-time driver signs up for the trip. In that instance, the requested driver shall be able to take the trip. Drivers shall be limited to one activity or five (5) requested trips per year, but not both.
- Second: A tally shall be taken from the chart to determine which driver who signed up for a particular trip has the least cumulative trips for that school year. The driver with the least number of trips on that assignment date shall get the trip.
- Third: At the time of the assignment date, if more than one driver has the same number of cumulative trips for that school year, seniority will be the tie-breaker.

Assignment date shall be defined as the day in which the bus garage supervisor tallies the chart and assigns the trips.

New drivers that start work after school has started, who are interested in extra bus trips will be averaged out on the chart. The average will be calculated by totaling the number of trips to-date divided by the number of drivers listed on the chart.

2. Assignment of Weekly Extra Trips

Trips for the next week shall be posted in the bus garage. All known trips shall be posted at least three work days preceding the first work day of the following week. Interested drivers shall sign-up for all trips they are interested in no later than the end of second day of postings. Trips will be awarded before the start of first route on the third work day of the posting.

3. Assignment of Trips with Less than 48 Hour Notice

Trips which become known with less than 48 hours' notice will be posted and broadcasted over the two-way radio. After doing so, the transportation supervisor may fill the trip with the first driver who responds within the time limit set for response back to the transportation supervisor.

4. Summer Trips

Drivers interested in driving routes during the summer break shall file a written notification with the transportation supervisor. A driver will not be assigned an extra trip until their name has been on the summer break driving list for one full week.

Trips shall be assigned on a rotational basis with the transportation supervisor or designee contacting each driver on the summer break extra trip list.

5. Substitute Bus Drivers

All trips which remain unfilled after applying the above procedures or after the response time of a radio broadcasted trip has expired, the transportation supervisor may authorize a substitute bus driver or a properly licensed employee of the Board to take the trip.

D. Cancellation of a Trip/Activity

If a trip is cancelled and the driver assigned the trip is not notified of the cancellation prior to arriving at the pick-up point, the driver shall receive a minimum of two (2) hours pay.

If a trip is canceled and the driver did not run their regular route due to the scheduling of the trip, the driver shall receive the greater of pay equal to their regular route or the minimum two hours cancellation pay.

E. Wait time rate

Drivers shall be paid their regular rate of pay up to Step 6 for all time not driving on field trips if the driver is expected to be on site during the non-drive time.

ARTICLE 21 - HOLIDAYS

The Board authorizes the following paid holidays for all non-certified employees who are under employment contract to this District on the date of said holiday(s).

Independence Day	Christmas Day
Labor Day New Year's Day	Memorial Day
Thanksgiving Day	Martin Luther King Day

Employees contracted for 11 months or 12 months will receive an additional paid holiday of July 4.

All non-teaching employees shall be paid in full for approved holidays if such employees have accrued earnings on their next preceding and next following scheduled work days before and after a holiday or were properly excused from attendance at work on either or both of those days.

ARTICLE 22 - FINANCIAL SETTLEMENT

A. Effective July 1, 2015, the Board will offer two health insurance options which will include a comprehensive major medical plan with the following specifics:

	PPO Plan		HSA Embedded	
	Network	Non-Network	Network	Non-Network
Deductible	\$500/\$1,000	\$1,000/\$2,000	\$1,300/\$2,600	\$2,400/\$4,800
Out of Pocket	\$1,000/\$2,000	\$2,000/\$4,000		\$1,000/\$2,000
Max. Out of Pocket	\$1,500/\$3,000	\$3,000/\$6,000	\$1,300/\$2,600	\$3,400/\$6,800
Co-Insurance	80/20%	60/40%	100%	80/20%
OV/Specialist	\$25/\$50	60/40%	100%	80/20%
Urgent Care	\$50	60/40%	100%	80/20%
ER	80/20%	60/40%	100%	80/20%
Retail Drug	80/20%	80/20%	100%	80/20%
Mail Order	\$20.00		100%	80/20%

Annual Contribution Limits to Health Savings Account

Single	\$3,350
Family	\$6,650

Catch up for those individuals 55 years of age \$1,000

The Association President and all employees enrolled in the plan shall receive a Summary Plan Description booklet when received by the Board of Education.

All members working twenty-five (25) hours per week shall be eligible to participate in the health insurance plan with the Board paying 100% of the single and family premiums provided said employee was employed by the Board prior to September 1, 1992. In addition, any employee working less than five hours per day and hired prior to the start of the 1984-85 school year shall continue to receive health insurance coverage with the Board paying 100% of the premium if they work at least half time or more in their job classification.

In addition, employees newly hired by the Board between September 1, 1992 and prior to July 1, 2013, and who are regularly scheduled to work at least twenty-five (25) hours per week shall be eligible to participate in the Board health insurance program provided the employee pays 15% of the health insurance premium for the coverage selected by the employee.

Employees newly hired by the Board July 1, 2013 and thereafter, and who are regularly scheduled to work at least thirty (30) hours per week, shall be eligible to participate in the Board health insurance program provided the employee pays 15% of the health insurance premium for the coverage selected by the employee.

Health insurance will be discussed on an annual basis with the district insurance committee. Recommendations of the committee will be presented to the Board of Education.

The insurance coverage excludes illness or injury that would entitle the covered person to any benefits under a Workers' Compensation Act or similar legislation, or related to any work for wages or profit if Workers' Compensation coverage, if it was available but not purchased.

Notwithstanding the above, the Board shall comply with the Patient Protection and Affordable Care Act (PPACA), effective January 1, 2014. The Board plan shall only be available to full-time employees as defined in the PPACA, determined through the Board-designated "look-back" period, in accordance with the PPACA and Treasury regulations. The parties acknowledge that those regulations have not been fully finalized, and the parties agree that the Board in its sole discretion may adjust its enrollment, administrative period, look-back period and similar rules/provisions in light of changes in the Treasury regulations and experience.

- B. The current dental plan or its equivalent will be provided with the Board paying an amount equal to 100% of the single premium rate for all employees working at least twenty-five (25) hours per week or more.
- C. Life insurance in the amount of \$40,000.00 per person for all employees working at least fifteen (15) hours per week in their classification and are assigned a work calendar will be paid by the Board. All employees who make a request in writing to the Treasurer shall receive a copy of the group life insurance policy. If copies of the policy are not available to the Treasurer, the employee will be notified of such and approximately when a copy will be available.
- D. Married couples who are both employed by the School District are entitled to either one family plan or two single plans.
- E. Non-certified employees will participate in the State Employees Retirement System (SERS) pick-up.
- F. Salary Schedule
 - 1. Employees shall be paid in accordance with the salary schedule attached and designated as Exhibit "C" and "D." Effective with the 2015-2016 school year, employees will be granted a 3% increase on the base salaries and advanced one step as compared to their step as of the 2014-2015 school year, and will granted a 3% increase on the base salaries and be advanced one step effective with the 2016-2017 school year, per paragraph 2 below.
 - 2. An employee must be on paid status, in the same position, for at least one hundred and twenty days in order to move a step on the salary schedule.
 - 3. New employees hired into bargaining unit positions may be given up to ten (10) years' service credit on the salary schedule for prior work experience at the discretion of the Board. New hires who have substitute experience with the District shall be given one (1) year of experience credit on the salary schedule for each one hundred twenty (120) days of substitute experience in the classification in which the substitute is being hired for regular employment.

- G. Employees will be eligible to participate in a Plan provided by the Board operating within the guidelines of the Internal Revenue Service 125 Plan. Tax-free reimbursement for qualified expenses related to employee premiums for medical, dental, cancer and supplemental insurance shall be included in the Plan.

The Board shall retain the services of a third party administrator to oversee and administer the Plan. The Board shall initiate this Plan as soon as the third party administrator can properly set up and begin to implement the Plan. This Plan will be available to employees as long as it is made available by the IRS or until such time as it is negotiated to be removed from the agreement.

All employees will be given the opportunity to participate in the Plan during open enrollment, or at the time of their initial employment.

- H. The Insurance Review Committee will be recognized by the Board and the MTNCEA. Its primary function will be to study, investigate, and monitor the administration of the group policies offered to employees by the Board. The major areas of responsibility will be claims analysis and monitoring, benefit plan design, and general welfare and protection of all staff members covered by the program.

The Board shall appoint six (6) members and the MTNCEA and the MTEA shall each appoint up to three (3) representatives to serve on the Committee. The term of each member will be at the pleasure of each appointing group.

Whenever the Board considers changing insurance plans or the Committee recommends a change to the Board, the Committee will screen the different plans, and make recommendations to the Board.

I. SUPER SEVERANCE

In the event an employee resigns his/her employment with the Board for retirement purposes effective the end of the work year he/she first becomes eligible to retire through SERS with reduced benefits until the first time he/she is eligible to retire with unreduced benefits, which includes total years of service from any other public retirement system, he/she will receive a lump sum payment of \$2,000, so long as that employee has been an employee of Miami Trace Local School District for the prior ten (10) years, plus severance pay as provided in the contract. The last time an employee is eligible to receive the super severance is the first year he/she becomes eligible for unreduced benefits.

Eligibility to retire shall be determined as defined by SERS rules and guidelines.

Payment pursuant to this provision shall be made in two (2) equal installments as follows:

1. The first payment shall be made on the first pay date after the retirement date.
2. The second payment shall be made the following January.

In order to receive super severance, an eligible employee must submit his/her resignation of employment for retirement purposes by March 15 of the school year he/she is first eligible to retire and retire through SERS at the end of that school year.

J. Conferences and Seminars

An employee wishing to attend a conference or seminar related to his/her job responsibilities may file an e-mail written request to attend the conference or seminar with the superintendent or designee. The written request should contain the cost of the seminar or conference and if approved, the employee shall be permitted to attend, without loss of wages, the conference or seminar and the board shall pay the cost of the seminar, lodging, food and mileage in accordance with Board Policy.

ARTICLE 23 - WORKING CONDITIONS

- A. Personnel actually working more than forty (40) hours per week will be paid time and one-half. The work period will begin on Sunday and end on Saturday.
- B. When an employee is called into work at times other than immediately before or after their shift assignment, the employee will receive a minimum of two hours pay at the employee's current rate.
- C. Non-certified employees, upon written request, shall receive one (1) courtesy card to all Miami Trace home events.
- D. All employees will be required to use direct deposit for their paycheck.
- E. Cooks
 - 1. In the event of banquets or dinners or special events, the supervisor shall seek volunteers by seniority. Cooks working banquets will receive an additional \$1.00 per hour for straight time. If overtime for that week is incurred, the overtime portion shall be calculated using only the employees regular hourly rate times the appropriate overtime rate.
 - 2. When a cook is absent, other cooks at that building will move up and the substitute will get the least amount of hours for that day. In the absence of the head cook, her replacement will be predetermined by the head cook and building principal. Class III cooks substituting for Class I cooks will receive an additional \$.50 per hour.
 - 3. See Exhibit "E" regarding pilot program for special event coverage.
- F. Secretaries, Educational Aides and Handicapped Attendants
 - 1. Aides and secretaries working seven hours or more on any given day shall be afforded a paid thirty (30) minute, duty free, lunch period. Any employee covering instructional classes for certificated staff shall be paid \$1.00 more per hour for the duration of time

filling in for a certificated staff member.

2. Any secretarial position hired for the 2012-2013 school year or prior thereto shall have an eight (8) hour work day, which includes the 189 day secretary at Miami Trace High School. The Board may create part-time secretarial positions.
3. Salary schedule adjustments for obtaining an associate's degree related to your position shall be limited to the start of the school year and the first half of February.

An official transcript showing successful completion of the courses shall be filed with the Business Manager by September 15 with payment received effective with the start of the school year and/or by February 15 with payment effective February 1.

G. Custodians

1. Custodians whose assigned workday begins on or after 3:00 p.m. will receive \$0.25 an hour above their normal rate. Custodians filling in for head custodians shall receive \$0.50 an hour above the normal rate for the duration of time of filling in for a head custodian and be offered the head custodian's hours.
2. If a custodian is absent from work, the substitute custodian taking his/her place would be offered the job with the least amount of hours attached to it for the duration of the absence.
3. See Exhibit "E" regarding pilot program for special event coverage.

H. Bus Drivers

1. Immediate supervisor for bus drivers shall be the Transportation Supervisor.
2. The cost of driving abstracts required by the Board shall be paid by the Board.
3. The Board will pay the full cost of the Bureau of Motor Vehicle fee for the renewal of a driver's commercial driver's license. This payment will not be made if the CDL test is being taken because of a driver's poor driving record. This does not include any cost associated with fingerprinting or background checks.

I. Bus Mechanics

Bus Mechanics shall receive an annual tool allowance of five hundred dollars (\$500) for the purchase of new or replacement tools to carry out their job responsibilities.

The allowance will be paid upon presentation with receipts documenting the purchase of the tools. Any balance left over at the end of the fiscal year will be rolled over into the next year's allowance to a maximum of \$600.

J. Calamity Days

Calamity days shall be defined as regularly scheduled operational day that is cancelled due to weather or other calamity determined by the superintendent.

When an employee is assigned to report to work on a calamity day to perform duties when other bargaining unit employees are not called to work, said employee shall receive compensatory hours equal to one-half the hours worked performing the duties during the calamity day. This only applies to all regularly-scheduled hours the district does not make up.

These compensatory hours shall be taken at a time agreeable to the employee and the supervisor, but no later than June 30 of that school year.

During a Level 3 snow warning, the employee will not have any adverse action taken against them or shall not have their accumulated leave deducted for not reporting to work.

On days in which the start of school is delayed, or on days when school is released early (except for emergencies), employees shall be paid only for time worked.

The parties agree and understand that the school day may be extended for calamity days in accordance with Ohio Revised Code 3313.482.

K. Temporary Assignment While Working

All employees working for the district in two different classifications or more will have designated hours of work for each classification. In some cases, it may be necessary to temporarily reassign employees in order to protect students, staff, District assets or complete unexpected tasks.

Employees may be paid at the rate that reflects the classification of work they are performing during the temporary reassignment if the temporary assignment is thirty (30) minutes or more in length and the rate of pay is higher than the pay of the classification in which they were originally scheduled to work.

- L. Supervisors (Building Principals) shall make reasonable efforts to afford employees working seven (7) hours or more a day up to thirty (30) minutes per shift as a meal and/or break period, subject to the needs and/or requirements of the department or job. The time need not be consecutive and the employee may be required to stop the break and perform duties if need arises during the break period.

M. Employee Training

Training will be conducted during the regular day. If training occurred outside of the regular day, employees will be paid their regular hourly rate for attending this session.

In the event an employee has a good reason for being unable to attend the training session scheduled outside of a regular workday, the employee shall promptly notify their supervisor and alternative arrangements for the training shall be made.

- N. The parties agree that the Board may adopt an attendance policy regarding bargaining unit members.
- O. Delay and Early Dismissal Days Due to Calamity. On delay and early dismissal days due to calamity, an employee not assigned to report to work at that time has the following options:
 - 1. Complete full shift that day;
 - 2. Flex the schedule to make up loss of time by the end of the same work week;
 - 3. Obtain prior approval of supervisor through Kiosk to use vacation or personal leave; or
 - 4. If the employee does not have any vacation or personal leave left, the employee may use unpaid leave with prior approval of both the supervisor and superintendent or designee through Kiosk.

ARTICLE 24 - PUBLIC COMPLAINT PROCEDURE

Action concerning a complaint by members of the community other than a student, will be governed by the procedure set forth in Board policy.

ARTICLE 25 - MISCELLANEOUS

If the Board elects to seek an exemption from the provisions of ORC 4167, at the request of the Union, the Board shall bargain with the Union over the effects of this decision.

ARTICLE 26 - BUS ASSIGNMENT

The criteria for assigning buses brand new to the District shall be as follows:

- 1. Seniority of the drivers.
- 2. If a driver has received a new bus pursuant to this assignment policy within the last five (5) years, he/she shall not be eligible for a new bus until five (5) years have passed since the last assignment of a new bus to that particular driver.
- 3. If a driver has any written reprimands related to the care and maintenance of his/her bus during the last two (2) years or for any violations of District policies or procedures, he/she may not be considered for a new bus.

This procedure of assigning new and used buses may be altered if the situation warrants a certain size/capacity bus and/or special needs bus for any route.

If a driver fails to properly care for a bus after it has been awarded to that driver, the driver shall be issued a written warning directing specific steps of corrective action. If the driver fails to properly care for the bus after receiving a written warning and sufficient time to make corrective actions, the bus may be reassigned to a different driver.

ARTICLE 27 – ESEA

If mandatory requirements of ESEA (No Child Left Behind Act) causes changes in conditions of employment for members of the bargaining unit, at the request of either party, negotiations shall reopen on this issue. Negotiations shall be conducted in accordance with Article 2 of this Agreement.

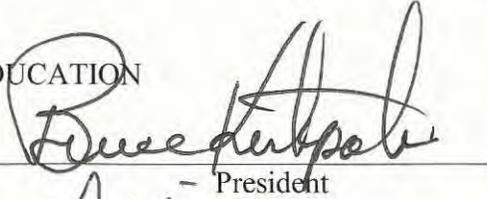
ARTICLE 28 – COMPLETE AGREEMENT

This Agreement constitutes the sole and complete agreement between the parties hereto and supersedes and controls over all prior agreements, written or oral, between the parties. The parties acknowledge that during the negotiations which resulted in this Agreement, each of them had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter referred to or covered in this Agreement, including any subject or matter which could have been collectively bargained but which was either not discussed in negotiations or which, if discussed, was not included in this Agreement.

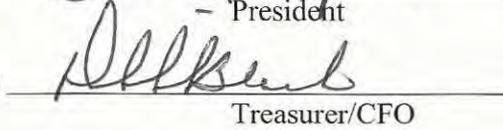
This contract is executed by the duly authorized representatives of the Miami Trace Local Board of Education and the Miami Trace Non-Certified Employees Association on the 26th day of May, 2015.

MIAMI TRACE LOCAL BOARD OF EDUCATION

By:

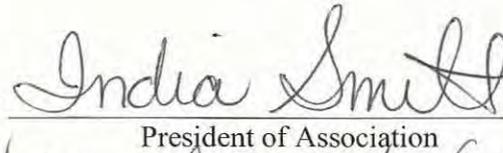

- President

By:


Treasurer/CFO

MIAMI TRACE NON-CERTIFIED
EMPLOYEES ASSOCIATION/OEA

By:


President of Association

By:

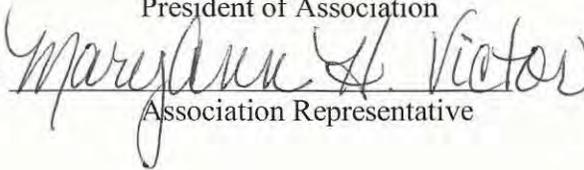

Association Representative

EXHIBIT A -GRIEVANCE PROCEDURE FORM

Aggrieved Person, Persons, and/or Association _____

Address _____ Phone _____

School _____ Principal _____

Date Grievance Occurred _____ Date of Formal Filing _____

Person or Persons to Whom Grievance is Directed _____

Initiated on Level _____

State of Grievance:

What part of the definition of the grievance is violated? See forth the language and source violated. (Section A, Item 2)

Action Requested: _____

Have you discussed this with your immediate supervisor?

_____ Yes _____ No

Grievant

EXHIBIT B - GRIEVANCE DECISIONS

LEVEL ONE (Formal) Decision (Supervisor)_____

Date_____ Signature_____

Administrative Representative

Signature_____

Aggrieved and/or MTNCEA Representative*

LEVEL TWO (Formal) Decision_____

Date_____ Signature_____

Administrative Representative

Signature_____

Aggrieved and/or MTNCEA Representative*

LEVEL THREE (Formal) Decision_____

Date_____ Signature_____

Administrative Representative

Signature_____

Aggrieved and/or MTNCEA Representative*

WHERE DECISION REQUIRES ADDITIONAL SPACE, ATTACH PAGES AS NECESSARY.

*Signatures of the aggrieved and/or MTNCEA Representative indicates only receipt and not necessarily agreement with the decision.

2015-2016 CLASSIFIED UNION SALARY SCHEDULES														EXHIBIT C
Classified		Bus	Bus	Head	Assistant	H.S. Custodian	E.S./M.S. Custodian	Assistant	Secretary	Attendance	Educational	Handicapped	Associate Degree	
Index		Mechanic	Driver	Cook	Cook	Team Leader	Team Leader	Custodian		Officer	Aides	Attendants	Educational Aides	
													Handicapped Attendants	
	0.01750	\$ 18.55	\$ 15.52	\$ 13.46	\$ 11.58	\$ 15.06	\$ 13.88	\$ 12.11	\$ 13.72	\$ 17.39	\$ 13.24	\$ 13.24	\$ 14.56	
Step														
0	1.0000	\$ 18.55	\$ 15.52	\$ 13.46	\$ 11.58	\$ 15.06	\$ 13.88	\$ 12.11	\$ 13.72	\$ 17.39	\$ 13.24	\$ 13.24	\$ 14.56	
1	1.01750	\$ 18.87	\$ 15.79	\$ 13.70	\$ 11.78	\$ 15.32	\$ 14.12	\$ 12.32	\$ 13.96	\$ 17.69	\$ 13.47	\$ 13.47	\$ 14.81	
2	1.03500	\$ 19.20	\$ 16.06	\$ 13.93	\$ 11.99	\$ 15.59	\$ 14.37	\$ 12.53	\$ 14.20	\$ 18.00	\$ 13.70	\$ 13.70	\$ 15.07	
3	1.05250	\$ 19.52	\$ 16.33	\$ 14.17	\$ 12.19	\$ 15.85	\$ 14.61	\$ 12.75	\$ 14.44	\$ 18.30	\$ 13.94	\$ 13.94	\$ 15.32	
4	1.07000	\$ 19.85	\$ 16.61	\$ 14.40	\$ 12.39	\$ 16.11	\$ 14.85	\$ 12.96	\$ 14.68	\$ 18.61	\$ 14.17	\$ 14.17	\$ 15.58	
5	1.08750	\$ 20.17	\$ 16.88	\$ 14.64	\$ 12.59	\$ 16.38	\$ 15.09	\$ 13.17	\$ 14.92	\$ 18.91	\$ 14.40	\$ 14.40	\$ 15.83	
6	1.10500	\$ 20.50	\$ 17.15	\$ 14.87	\$ 12.80	\$ 16.64	\$ 15.34	\$ 13.38	\$ 15.16	\$ 19.22	\$ 14.63	\$ 14.63	\$ 16.09	
7	1.12250	\$ 20.82	\$ 17.42	\$ 15.11	\$ 13.00	\$ 16.90	\$ 15.58	\$ 13.59	\$ 15.40	\$ 19.52	\$ 14.86	\$ 14.86	\$ 16.34	
8	1.14000	\$ 21.15	\$ 17.69	\$ 15.34	\$ 13.20	\$ 17.17	\$ 15.82	\$ 13.81	\$ 15.64	\$ 19.82	\$ 15.09	\$ 15.09	\$ 16.60	
9	1.15750	\$ 21.47	\$ 17.96	\$ 15.58	\$ 13.40	\$ 17.43	\$ 16.07	\$ 14.02	\$ 15.88	\$ 20.13	\$ 15.33	\$ 15.33	\$ 16.85	
10	1.17500	\$ 21.80	\$ 18.24	\$ 15.82	\$ 13.61	\$ 17.70	\$ 16.31	\$ 14.23	\$ 16.12	\$ 20.43	\$ 15.56	\$ 15.56	\$ 17.11	
11	1.19250	\$ 22.12	\$ 18.51	\$ 16.05	\$ 13.81	\$ 17.96	\$ 16.55	\$ 14.44	\$ 16.36	\$ 20.74	\$ 15.79	\$ 15.79	\$ 17.36	
12	1.21000	\$ 22.45	\$ 18.78	\$ 16.29	\$ 14.01	\$ 18.22	\$ 16.79	\$ 14.65	\$ 16.60	\$ 21.04	\$ 16.02	\$ 16.02	\$ 17.62	
13	1.22750	\$ 22.77	\$ 19.05	\$ 16.52	\$ 14.21	\$ 18.49	\$ 17.04	\$ 14.87	\$ 16.84	\$ 21.35	\$ 16.25	\$ 16.25	\$ 17.87	
14	1.24500	\$ 23.09	\$ 19.32	\$ 16.76	\$ 14.42	\$ 18.75	\$ 17.28	\$ 15.08	\$ 17.08	\$ 21.65	\$ 16.48	\$ 16.48	\$ 18.13	
15	1.26250	\$ 23.42	\$ 19.59	\$ 16.99	\$ 14.62	\$ 19.01	\$ 17.52	\$ 15.29	\$ 17.32	\$ 21.95	\$ 16.72	\$ 16.72	\$ 18.38	
16	1.28000	\$ 23.74	\$ 19.87	\$ 17.23	\$ 14.82	\$ 19.28	\$ 17.77	\$ 15.50	\$ 17.56	\$ 22.26	\$ 16.95	\$ 16.95	\$ 18.64	
17	1.29750	\$ 24.07	\$ 20.14	\$ 17.46	\$ 15.03	\$ 19.54	\$ 18.01	\$ 15.71	\$ 17.80	\$ 22.56	\$ 17.18	\$ 17.18	\$ 18.89	
18	1.31500	\$ 24.39	\$ 20.41	\$ 17.70	\$ 15.23	\$ 19.80	\$ 18.25	\$ 15.92	\$ 18.04	\$ 22.87	\$ 17.41	\$ 17.41	\$ 19.15	
19	1.33250	\$ 24.72	\$ 20.68	\$ 17.94	\$ 15.43	\$ 20.07	\$ 18.50	\$ 16.14	\$ 18.28	\$ 23.17	\$ 17.64	\$ 17.64	\$ 19.40	
20	1.35000	\$ 25.04	\$ 20.95	\$ 18.17	\$ 15.63	\$ 20.33	\$ 18.74	\$ 16.35	\$ 18.52	\$ 23.48	\$ 17.87	\$ 17.87	\$ 19.66	
21	1.36750	\$ 25.37	\$ 21.22	\$ 18.41	\$ 15.84	\$ 20.59	\$ 18.98	\$ 16.56	\$ 18.76	\$ 23.78	\$ 18.11	\$ 18.11	\$ 19.91	
22	1.38500	\$ 25.69	\$ 21.50	\$ 18.64	\$ 16.04	\$ 20.86	\$ 19.22	\$ 16.77	\$ 19.00	\$ 24.09	\$ 18.34	\$ 18.34	\$ 20.17	
23	1.40250	\$ 26.02	\$ 21.77	\$ 18.88	\$ 16.24	\$ 21.12	\$ 19.47	\$ 16.98	\$ 19.24	\$ 24.39	\$ 18.57	\$ 18.57	\$ 20.42	
24	1.42000	\$ 26.34	\$ 22.04	\$ 19.11	\$ 16.44	\$ 21.39	\$ 19.71	\$ 17.20	\$ 19.48	\$ 24.69	\$ 18.80	\$ 18.80	\$ 20.68	
25	1.43750	\$ 26.67	\$ 22.31	\$ 19.35	\$ 16.65	\$ 21.65	\$ 19.95	\$ 17.41	\$ 19.72	\$ 25.00	\$ 19.03	\$ 19.03	\$ 20.93	
26	1.45500	\$ 26.99	\$ 22.58	\$ 19.58	\$ 16.85	\$ 21.91	\$ 20.20	\$ 17.62	\$ 19.96	\$ 25.30	\$ 19.26	\$ 19.26	\$ 21.18	
27	1.47250	\$ 27.31	\$ 22.85	\$ 19.82	\$ 17.05	\$ 22.18	\$ 20.44	\$ 17.83	\$ 20.20	\$ 25.61	\$ 19.50	\$ 19.50	\$ 21.44	
28	1.49000	\$ 27.64	\$ 23.12	\$ 20.06	\$ 17.25	\$ 22.44	\$ 20.68	\$ 18.04	\$ 20.44	\$ 25.91	\$ 19.73	\$ 19.73	\$ 21.69	
29	1.50750	\$ 27.96	\$ 23.40	\$ 20.29	\$ 17.46	\$ 22.70	\$ 20.92	\$ 18.26	\$ 20.68	\$ 26.22	\$ 19.96	\$ 19.96	\$ 21.95	
30	1.52500	\$ 28.29	\$ 23.67	\$ 20.53	\$ 17.66	\$ 22.97	\$ 21.17	\$ 18.47	\$ 20.92	\$ 26.52	\$ 20.19	\$ 20.19	\$ 22.20	

2016-2017 CLASSIFIED UNION SALARY SCHEDULES														EXHIBIT D
Classified		Bus	Bus	Head	Assistant	H.S. Custodian	E.S./M.S. Custodian	Assistant	Secretary	Attendance	Educational	Handicapped	Associate Degree	
Index		Mechanic	Driver	Cook	Cook	Team Leader	Team Leader	Custodian		Officer	Aides	Attendants	Educational Aides	
													Handicapped Attendants	
	0.01750	\$ 19.11	\$ 15.99	\$ 13.86	\$ 11.93	\$ 15.51	\$ 14.30	\$ 12.47	\$ 14.13	\$ 17.91	\$ 13.64	\$ 13.64	\$ 15.00	
Step														
0	1.0000	\$ 19.11	\$ 15.99	\$ 13.86	\$ 11.93	\$ 15.51	\$ 14.30	\$ 12.47	\$ 14.13	\$ 17.91	\$ 13.64	\$ 13.64	\$ 15.00	
1	1.01750	\$ 19.44	\$ 16.27	\$ 14.10	\$ 12.14	\$ 15.78	\$ 14.55	\$ 12.69	\$ 14.38	\$ 18.22	\$ 13.88	\$ 13.88	\$ 15.26	
2	1.03500	\$ 19.78	\$ 16.55	\$ 14.35	\$ 12.35	\$ 16.05	\$ 14.80	\$ 12.91	\$ 14.62	\$ 18.54	\$ 14.12	\$ 14.12	\$ 15.53	
3	1.05250	\$ 20.11	\$ 16.83	\$ 14.59	\$ 12.56	\$ 16.32	\$ 15.05	\$ 13.12	\$ 14.87	\$ 18.85	\$ 14.36	\$ 14.36	\$ 15.79	
4	1.07000	\$ 20.45	\$ 17.11	\$ 14.83	\$ 12.77	\$ 16.60	\$ 15.30	\$ 13.34	\$ 15.12	\$ 19.16	\$ 14.59	\$ 14.59	\$ 16.05	
5	1.08750	\$ 20.78	\$ 17.39	\$ 15.07	\$ 12.97	\$ 16.87	\$ 15.55	\$ 13.56	\$ 15.37	\$ 19.48	\$ 14.83	\$ 14.83	\$ 16.31	
6	1.10500	\$ 21.12	\$ 17.67	\$ 15.32	\$ 13.18	\$ 17.14	\$ 15.80	\$ 13.78	\$ 15.61	\$ 19.79	\$ 15.07	\$ 15.07	\$ 16.58	
7	1.12250	\$ 21.45	\$ 17.95	\$ 15.56	\$ 13.39	\$ 17.41	\$ 16.05	\$ 14.00	\$ 15.86	\$ 20.10	\$ 15.31	\$ 15.31	\$ 16.84	
8	1.14000	\$ 21.79	\$ 18.23	\$ 15.80	\$ 13.60	\$ 17.68	\$ 16.30	\$ 14.22	\$ 16.11	\$ 20.42	\$ 15.55	\$ 15.55	\$ 17.10	
9	1.15750	\$ 22.12	\$ 18.51	\$ 16.04	\$ 13.81	\$ 17.95	\$ 16.55	\$ 14.43	\$ 16.36	\$ 20.73	\$ 15.79	\$ 15.79	\$ 17.36	
10	1.17500	\$ 22.45	\$ 18.79	\$ 16.29	\$ 14.02	\$ 18.22	\$ 16.80	\$ 14.65	\$ 16.60	\$ 21.04	\$ 16.03	\$ 16.03	\$ 17.63	
11	1.19250	\$ 22.79	\$ 19.07	\$ 16.53	\$ 14.23	\$ 18.50	\$ 17.05	\$ 14.87	\$ 16.85	\$ 21.36	\$ 16.27	\$ 16.27	\$ 17.89	
12	1.21000	\$ 23.12	\$ 19.35	\$ 16.77	\$ 14.44	\$ 18.77	\$ 17.30	\$ 15.09	\$ 17.10	\$ 21.67	\$ 16.50	\$ 16.50	\$ 18.15	
13	1.22750	\$ 23.46	\$ 19.63	\$ 17.01	\$ 14.64	\$ 19.04	\$ 17.55	\$ 15.31	\$ 17.34	\$ 21.98	\$ 16.74	\$ 16.74	\$ 18.41	
14	1.24500	\$ 23.79	\$ 19.91	\$ 17.26	\$ 14.85	\$ 19.31	\$ 17.80	\$ 15.53	\$ 17.59	\$ 22.30	\$ 16.98	\$ 16.98	\$ 18.68	
15	1.26250	\$ 24.13	\$ 20.19	\$ 17.50	\$ 15.06	\$ 19.58	\$ 18.05	\$ 15.74	\$ 17.84	\$ 22.61	\$ 17.22	\$ 17.22	\$ 18.94	
16	1.28000	\$ 24.46	\$ 20.47	\$ 17.74	\$ 15.27	\$ 19.85	\$ 18.30	\$ 15.96	\$ 18.09	\$ 22.92	\$ 17.46	\$ 17.46	\$ 19.20	
17	1.29750	\$ 24.80	\$ 20.75	\$ 17.98	\$ 15.48	\$ 20.12	\$ 18.55	\$ 16.18	\$ 18.33	\$ 23.24	\$ 17.70	\$ 17.70	\$ 19.46	
18	1.31500	\$ 25.13	\$ 21.03	\$ 18.23	\$ 15.69	\$ 20.40	\$ 18.80	\$ 16.40	\$ 18.58	\$ 23.55	\$ 17.94	\$ 17.94	\$ 19.73	
19	1.33250	\$ 25.46	\$ 21.31	\$ 18.47	\$ 15.90	\$ 20.67	\$ 19.05	\$ 16.62	\$ 18.83	\$ 23.87	\$ 18.18	\$ 18.18	\$ 19.99	
20	1.35000	\$ 25.80	\$ 21.59	\$ 18.71	\$ 16.11	\$ 20.94	\$ 19.31	\$ 16.83	\$ 19.08	\$ 24.18	\$ 18.41	\$ 18.41	\$ 20.25	
21	1.36750	\$ 26.13	\$ 21.87	\$ 18.95	\$ 16.31	\$ 21.21	\$ 19.56	\$ 17.05	\$ 19.32	\$ 24.49	\$ 18.65	\$ 18.65	\$ 20.51	
22	1.38500	\$ 26.47	\$ 22.15	\$ 19.20	\$ 16.52	\$ 21.48	\$ 19.81	\$ 17.27	\$ 19.57	\$ 24.81	\$ 18.89	\$ 18.89	\$ 20.78	
23	1.40250	\$ 26.80	\$ 22.43	\$ 19.44	\$ 16.73	\$ 21.75	\$ 20.06	\$ 17.49	\$ 19.82	\$ 25.12	\$ 19.13	\$ 19.13	\$ 21.04	
24	1.42000	\$ 27.14	\$ 22.71	\$ 19.68	\$ 16.94	\$ 22.02	\$ 20.31	\$ 17.71	\$ 20.06	\$ 25.43	\$ 19.37	\$ 19.37	\$ 21.30	
25	1.43750	\$ 27.47	\$ 22.99	\$ 19.92	\$ 17.15	\$ 22.30	\$ 20.56	\$ 17.93	\$ 20.31	\$ 25.75	\$ 19.61	\$ 19.61	\$ 21.56	
26	1.45500	\$ 27.81	\$ 23.27	\$ 20.17	\$ 17.36	\$ 22.57	\$ 20.81	\$ 18.14	\$ 20.56	\$ 26.06	\$ 19.85	\$ 19.85	\$ 21.83	
27	1.47250	\$ 28.14	\$ 23.55	\$ 20.41	\$ 17.57	\$ 22.84	\$ 21.06	\$ 18.36	\$ 20.81	\$ 26.37	\$ 20.08	\$ 20.08	\$ 22.09	
28	1.49000	\$ 28.47	\$ 23.83	\$ 20.65	\$ 17.78	\$ 23.11	\$ 21.31	\$ 18.58	\$ 21.05	\$ 26.69	\$ 20.32	\$ 20.32	\$ 22.35	
29	1.50750	\$ 28.81	\$ 24.10	\$ 20.89	\$ 17.98	\$ 23.38	\$ 21.56	\$ 18.80	\$ 21.30	\$ 27.00	\$ 20.56	\$ 20.56	\$ 22.61	
30	1.52500	\$ 29.14	\$ 24.38	\$ 21.14	\$ 18.19	\$ 23.65	\$ 21.81	\$ 19.02	\$ 21.55	\$ 27.31	\$ 20.80	\$ 20.80	\$ 22.88	

EXHIBIT E—PILOT PROGRAM FOR COVERAGE OF SPECIAL EVENTS

The district will implement a pilot program for coverage of special events for a period of one (1) year from the effective date of this contract per email from Business Manager 5/21/2015.