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AGREEMENT BETWEEN

SHADYSIDE LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

AND

SHADYSIDE EDUCATION ASSOCIATION

2016-2019

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ARTICLE I
AGREEMENT

Section 1 – Recognition

The Shadyside Local School District Board of Education, hereinafter referred to as the Board, recognizes the Shadyside Education Association, as affiliated with the Ohio Education Association and National Education Association, hereinafter referred to as the Association, as the sole and exclusive agent representing the bargaining unit. The bargaining unit shall be defined as all certificated/licensed employees who are under contract with the Board to work a portion of each day of the regular school year, excluding all substitute teachers, principals, and full-time administrative staff and/or supervisory employees who have the administrative authority to employ, evaluate, transfer, assign, discipline, or discharge members of this bargaining unit or have the responsibility to make recommendations thereon.

Section 2 – Board of Education Rights

A. The Board hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Ohio and of the United States, including without limiting the generality of the foregoing, all of the rights identified in Section 4117.08 of the Ohio Revised Code. These include:

1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Board, standards of school services, its overall budget, utilization of technology, and the School District organizational structure.
2. Direct, supervise, evaluate or hire employees.
3. Maintain and improve the efficiency and effectiveness of Board operations.
4. Determine the overall methods, process, means, or personnel by which school district operations are to be conducted.
5. Suspend, discipline, demote or terminate for just cause, or lay-off, recall, transfer, assign, schedule, promote, or retain employees.
6. Determine the adequacy of the work force.
7. Determine the overall mission of the school district.
8. Effectively manage the work force in all aspects.
9. Take action to carry out the mission of the school district.

B. The Board is not required to bargain on subjects reserved to its management and discretion, except as provided in this agreement. A school employee or the Association may raise a legitimate complaint or file a grievance based on the collective bargaining agreement.

Section 3 – Definitions

A. Day means calendar day unless otherwise indicated.

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

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

Section 4 – Negotiation Procedure

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 at 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 (5) calendar days of receipt of said request. This letter shall include:
   a. Date of letter
   b. Time, place and date of three (3) proposed dates for the initial negotiation session.

3. All negotiations shall be in accordance with the re-opener provisions of this contract.

B. Negotiations Sessions

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

2. The Association and the Board shall exchange simultaneously its specific proposals in writing at the first meeting. 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 five (5) people of the party's choice. Each team shall designate a chairperson.
2. Each party may have no more than two (2) people to act as observers. The observers shall not participate in the negotiation discussions unless otherwise mutually agreed.

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 (1) hour unless otherwise mutually agreed.

F. Item Agreement

As negotiation teams 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 submitted to the Association and Board for possible ratification by each party within fourteen (14) days.

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.

Section 5 – Impasse

In the event that agreement cannot be obtained on all issues being negotiated within sixty (60) days of the first negotiation session, either party may declare impasse on issues being negotiated.

If an impasse is reached, the matter shall be submitted to Federal Mediation and Conciliation Service (FMCS) for mediation in accordance with their rules and procedures. In the event that mediation does not resolve the dispute or if the parties cannot reach a final agreement then the Association shall have the right to proceed in accordance with Section 4117.14 (D) (2) and Section 4117.18 (C) of the Ohio Revised Code.

Section 6 – Negotiations Provisions

Between April 15 and April 30 of the year the contract will expire, negotiations may be initiated at the request of either party. For this contract only, the parties agree to waive the above provision. The date to initiate negotiations by either party will be March 1.

Section 7 – Provisions Contrary to Law

If any provision(s) of this contract is determined to be contrary to law, that provision shall be deemed null and void to the limits prescribed by law, with the remaining provisions to stay in effect.

ARTICLE II
GRIEVANCE PROCEDURE

The purpose of this procedure is to provide a way for the Shadyside Board of Education and its certified/licensed employees to reach equitable solution to problems, large or small, at the lowest level possible. Therefore, if the grievant is awarded a favorable judgment at the Superintendent's level, the grievance shall be settled and shall end there. These proceedings shall be kept as confidential as may be appropriate at each level of the procedure.

Nothing herein shall be construed as to preclude or supersede the right of any employee to consult or confer with his immediate supervisor or subordinates in order to shed light on a situation; or to hold meetings, form committees, discussion groups, etc., between the administration and any employee groups.

The failure of an aggrieved person to proceed to the next step within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeals concerning the particular grievance. When a decision is not rendered within the time limits, at level two (superintendent or designee) only, the grievance shall be considered resolved in favor of the grievant and the requested remedy shall be granted so long as it may be lawfully provided.

Section 1 – Definitions

A. Grievance – A complaint involving the alleged violation, misinterpretation or misapplication of the written agreement entered into between the Board of Education and the Association.

B. Grievant – A person or group alleging that some violation, misinterpretation or misapplication of the aforementioned agreement has actually occurred. A grievance alleged to be a "group" grievance shall have arisen out of identical circumstances affecting each member of said group.

C. Days – Days shall mean calendar days.

D. Immediate Supervisor – Immediate Supervisor is that employee possessing that degree of administrative authority next in rank above any grievant. For special teachers with responsibility in more than one building, the immediate supervisor will be the principal in each building in which the individual will be working.

E. Parties of Interest – Any person(s) involved in the processing of the grievance.

Section II – Grievance Procedure

A. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum, and every effort should be made to expedite the process. The time limit specified may, however, be extended by mutual agreement of both the grievant and employer, stated in writing.

B. In the process stated below, an employee may have a person of his/her choosing accompany him/her (except at Level One – Part A), in the preparation of this grievance. Such person may be present at any step of the procedure (except at Level One Part A), but only if the grievant requests his/her attendance.

C. No reprisals of any kind shall be taken by the Board of Education or by any member of the Administration against any grievant, any representative, or any other participant in the grievance procedure by reason of such participation.

D. All grievances and decisions rendered at all levels of the grievance procedure shall be in writing setting forth the grievance, decision, and the reason therefore, and shall be transmitted promptly to all parties in interest, except at the informal discussion state of Level One – Part A.

E. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and all other necessary documents shall be made available to all employees upon request at each administrative office so as to facilitate operations of the grievance procedure.

F. All meetings and hearings under this procedure shall be conducted in private and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this policy.

G. Grievances should be processed in a manner in which does not interfere with the employee's work and the normal operation of the school.

H. The grievant will always retain the right to withdraw his/her grievance at any time or level if he/she so desires, requesting same in writing.

Section III – Grievance Levels

Level One

A. The "grievance" must first be discussed informally by the grievant with the immediate supervisor, and no representation is needed or allowed at this point. The grievant shall state to the administrator that this is Part A. In the event the complaint is not resolved at this point, a formal grievance must be lodged by the employee with the employee's immediate supervisor, in writing on the prescribed form.

B. The grievant shall, on the prescribed form, specify that which is claimed to have been violated; the circumstances of such alleged violation; and the specific provision of this agreement which is alleged to have been violated, misapplied or misinterpreted. Such grievance shall be so lodged within 28 days of the occurrence of the event upon which it is based. Failure to file within the 28 day period shall constitute a waiver of the right to file a grievance on the matter.

Within 7 days after the grievance is lodged, unless extended by mutual agreement of the supervisor and the grievant, in writing, the supervisor shall state his decision in writing to the appropriate parties.

Level Two

Within 7 days of receiving the decision of the supervisor, the grievant may appeal this decision to the Superintendent of Schools. The Superintendent shall review all written decisions and transcripts of previous meetings and issue a written decision within 7 days to all parties. The Superintendent will issue a decision to all parties within 7 days of such a meeting.

Level Three

Within 7 days of receiving the decision of the Superintendent, the employee(s) may appeal the decision in writing to the Board of Education through the Treasurer of the Board who shall present same to the Board. The Board of Education shall, at its next regular or special meeting, review all written decisions and transcripts of previous meetings and issue a decision to all parties,

and/or

Conduct a hearing itself with all parties in interest and issue a decision to all parties concerned within 14 days of such hearing.

Level Four

Within seven (7) days of receiving the decision of the Superintendent, the employee(s) may request that the grievance be advanced to mediation prior to proceeding to Level 5 (arbitration). The grievance shall be submitted using the procedure for grievance mediation set forth by the Federal Mediation and Conciliation Service (FMCS). A grievance mediation hearing shall then be scheduled in an effort to resolve the grievance before the arbitration level.

Level Five

Within seven (7) days following the mediation hearing, if the mediation proceedings did not resolve the grievance, the employee(s) may then proceed to arbitration on the grievance. The arbitrator shall be selected from a list or lists provided by the American Arbitration Association. The decision of the arbitrator shall be binding on both parties. The cost of arbitration will be shared equally by the Board of Education and the Association.

GRIEVANCE PROCEDURES

Each grievance submitted shall follow the following steps:

Level One.....Building Principal
Level Two.....Superintendent of Schools
Level Three.....Board of Education
Level Four.....Mediation
Level Five.....Arbitration

ARTICLE III
PARENTAL COMPLAINT PROCEDURE

Should a complaint be made by a student's parents, or any other member of the public, to an administrator regarding a teacher assigned to his building concerning the teacher's professional performance, the administrator shall immediately inform the teacher that a complaint has been made prior to the establishment of the conference with the involved parties.

No parent complaints will be placed in the personnel file of the teacher unless all of the following are fulfilled:

1. The allegation is in writing and is signed by the parents.

2. A conference was held including the parent, teacher, and the building principal. If the parent will not attend, then a conference will be held without the parent.

3. The results or findings of the conference have been reduced to writing by the building principal and signed by the teacher. Said results shall be attached to the complaint. No anonymous letters or material will be placed in the files.

4. If a complaint is lodged with the Board about a teacher, the complaint will be heard in executive session. If the complainant appears without notice at a Board of Education meeting, the Board will defer discussion of the matter and schedule a new meeting in order to give the teacher an opportunity to be present.

ARTICLE IV
REDUCTION IN FORCE

The Board of Education may implement a reduction of staff for any reason(s) authorized by Section 3319.17 of Ohio Revised Code or financial reasons. In doing so, the Board shall make a reasonable reduction by suspending contracts of teachers in accordance with the provisions of this procedure. Financial reasons are defined as any serious loss of revenue that affects the operation of the school district. The effective date of RIF shall be determined by the Board. In making any such reduction, any city, exempted village, or joint vocational school board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent of Schools who shall, within each teaching field affected, give preference to teachers on continuing contracts. The Board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations.

Section 1 - Attrition and Suspension

A. The number of persons affected by a layoff will be kept to a minimum by not employing replacements for employees who die, retire, or resign. A RIF shall be accomplished by the suspension of contracts as outlined under Chapter 3319.17 or for financial reasons. The Board shall not be required to fill any vacancy.

B. Layoffs which cannot be achieved through attrition shall be made by suspension of contracts. Suspension shall mean that a teacher shall be placed in an inactive state of employment from an active state of employment.

Section 2 - Seniority

A. All members of the bargaining unit will be placed on a seniority list for each teaching field for which they are properly certificated/licensed. Teachers serving under continuing contracts will be placed at the top of the list in descending order of seniority. Teachers serving under limited contracts will be placed on the list under continuing contract teachers, also in descending order of seniority. The Association shall receive a copy of the seniority list prior to November 1 of each school year.

B. Seniority will be defined as the length of continuous service as a certificated/licensed employee under contract in this area.

1. Board-approved leaves of absence will not interrupt seniority, but time spent on such leave will not count toward annual salary increments.

2. If two or more teachers have the same length of continuous service, seniority will be determined by the date of the Board meeting at which the teacher was hired and then by a lottery system at the date of hire.

3. Recommended reductions in a teaching field will be made by selecting the lowest person on the seniority list for that area of certification who is currently assigned to a position in that teaching field. A teacher so affected who holds a certificate in another area may elect to displace a teacher who holds a lower position on a seniority list for the other area of certification. Any such election must be made at the time the teacher is notified he/she will be affected.

C. Seniority Status for Non-Bargaining Unit Members Entering or Returning to the Bargaining Unit - A non-bargaining unit member who is serving as an administrator in the District and who enters the bargaining unit, for whatever reason, shall be credited with full seniority for their prior service in this district's bargaining unit and no seniority for service outside this district's bargaining unit.

Section 3 – Recall and Substitution List

In the recall of any bargaining unit member whose contract was suspended in a reduction in force, any city, exempted village, or joint vocational school board shall proceed to recall contracts in accordance with the recommendation of the Superintendent of Schools who shall, within each teaching filed affected, give preference to teachers on continuing contracts. The Board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations.

Teachers on the recall list will have the following rights:

- The names of teachers whose contracts are suspended in a reduction in force will be placed on a recall list for up to three (3) school years after the effective date of the reduction.
- No new teachers will be employed by the Board while there are teachers on the recall list who are certificated/licensed for the vacancy.
- Teachers on the recall list will be recalled in reverse order of suspension for vacancies in areas for which they are certificated/licensed.
- Teachers on the recall list will, at their request, be put on the substitute list, be the first called every day for substitute teaching positions throughout the Shadyside Local School District, regardless of certificated/licensed area, unless the absence is known to extend at least twenty (20) or more days. If more than twenty (20) days, the recalled teacher may be replaced with a teacher fully certified/licensed in the area of assignment, at the superintendent's discretion.

Section 4 - Availability for Recall

If a vacancy occurs, the Board will send an announcement by certified mail to the last known address of all teachers on the recall list who are qualified according to these provisions. It is the teacher's responsibility to keep the Board informed of his current address. All teachers are required to respond in writing to the district office within seven (7) calendar days of receipt of the announcement. The most senior of those responding will be given the vacant position. Any teacher who fails to respond within seven (7) calendar days, or who declines to accept the position, will forfeit all recall rights.

A teacher on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment accruing seniority, but not advancing on the salary schedule or accumulating sick leave for the time of the layoff.

ARTICLE V
TEACHING CONTRACTS/EVALUATIONS

Please see Board Policy.

ARTICLE VI
PROCEDURE FOR THE FILLING OF VACANT
OR NEWLY CREATED POSITIONS

The following points are based on system-wide seniority:

Section 1 – Posting Procedure

A. Vacancies are to be advertised throughout the system by notices which are to be posted in each school department office. Each such notice shall be posted five (5) days for an interested individual to make application for the listed opening(s).

B. Should a vacancy or newly created position occur during the summer months, notices will be mailed with payroll checks to those teachers who receive their summer checks by mail, and given to those individuals who pick up their checks in the Treasurer's office. Should the vacancies or newly created positions occur between pay checks, the deadline for application shall be extended to the Monday following mailing of checks.

Section 2 – Screening Procedure

A. All applications received are reviewed by the Superintendent and the Principal in whose area the vacancy is to be filled, thus screening for qualifications will enhance the probability of successful performance on the job in question.

B. Those considered to be reasonably qualified for the vacancy are then personally interviewed by the Principal and on occasion by the Superintendent.

C. In the event that two or more individuals are basically equal in job performance, in the opinion of the Superintendent, after reviewing the recommendations of the Principal, the employee's length of time employed in the system will be given consideration for any vacancy or new position with the job classification.

D. If none of the applicants from within the system are acceptable to fill the opening, in the opinion of the Superintendent, after reviewing the Principal's recommendations, applicants may then be sought from outside of the school system. It is our desire to promote from within whenever possible. This offers the staff of the district the opportunity to improve themselves in position or job location, if possible, and aids in creating better morale among all employees of the school system.

ARTICLE VII
LEAVE PROVISIONS

Section 1 – Assault Leave – Protection of Teachers

Preamble

An area of common concern to teachers, administrators, and the Board of Education is the maintenance of orderly conduct within the schools in order that the education program can accomplish its goals.

The Board will put forth its full support behind the disciplinary procedures and policies hereinafter adopted by the Board for such maintenance of orderly conduct within the schools. The administration and the teachers recognize a mutual responsibility for the enforcement of such policies. It is also agreed that such policies will be enforced fairly and consistently without favoritism to race, creed, color, or sex. It is recognized and agreed that there is a continuing need to revise disciplinary policies and procedures.

Section 1 - Procedure in Event of Assault

A. In accordance with the Ohio Revised Code, Section 3319.41, when an assault occurs on school premises, the teacher has the right to defend himself/herself or obtain assistance. The Principal should be immediately notified to call the police, parents and Superintendent. If the Principal is not available, a teacher may call the police and the Superintendent.

Within three (3) calendar days after the occurrence, a teacher will report in writing to the school Principal and the Superintendent all cases of assault suffered by him/her in the course of his/her employment.

If a teacher employed by the Board is a victim of an assault by a student, and if the pupil's presence, in the opinion of the Superintendent, a Principal or Assistant Principal, poses a continuing danger to persons or property, or an on-going threat of disrupting the academic process is taking place, either within a classroom or elsewhere on the school premises, the pupil will be removed from curricular or extra-curricular activities or from the school premises.

Under the same conditions, a teacher may remove a pupil from curricular or extra-curricular activities under his supervision. As soon as practicable, after making such removal, the teacher shall submit in writing to his Principal the reasons for such removal.

Following any such removal, the provisions of Ohio Revised Code Section, 3313.66 and the policies adopted by the Board regarding such removal shall apply.

B. Any service-connected case of physical assault on a member of the bargaining unit, causing physical injuries to said member, occurring while the member is performing his/her contractual duties, shall entitle the member to use of assault leave if he/she is medically unable to perform his/her duties as a result of the assault. When an assault results in the absence from duty for medical reasons, such absence shall be at no loss in pay and shall not be chargeable to sick leave to a maximum of thirty (30) days per member each work year. Assault leave is not accumulative. Medical verification shall be furnished to the Director of Personnel for all

absences requiring more than three (3) days leave. The Board shall have the right to require a medical examination by a physician of its choice after the member has been absent for three (3) days per occurrence. In such event, the Board shall pay the full cost of the examination.

Section 2 – Family & Medical Leave

A. In accordance with Federal law, the Board of Education shall provide up to twelve (12) work weeks of unpaid leave to all professional staff members if they have been employed for at least one (1) year and worked 1250 hours or more during the previous contract year for one of the following reasons:

1. The birth or care of a child.
2. The adoption or foster care of a child.
3. The care of a spouse, son, daughter, or parent, if such individual has a serious health condition.
4. A serious health condition of the staff member which disables him/her from performing the functions of his/her position. Such a condition may be an illness, injury, impairment, or physical or mental condition that involves in-patient care in a hospital, hospice, or residential medical facility or requires continuing treatment by a health-care provider (M.D. or D.O.).

If the Superintendent and the staff member agree, such leave may be taken intermittently or on a reduced-leave schedule in the event of the birth, adoption, or foster care of a child. A staff member has the right, however, to take intermittent or reduced-leave schedule (half-days) when medically necessary to care for a spouse, child, or parent who has a serious health condition, or if the staff member has a serious health condition. In both cases, the taking of such leave results in the total reduction of the twelve (12) weeks only by the amount of leave actually taken.

The Superintendent may require the staff member to transfer temporarily to an alternative position at the same compensation when the intermittent or reduced-schedule leave is foreseeable and the transfer better accommodates recurring periods of leave, if the leave periods exceed twenty percent (20%) of the total number of workdays encompassing the period of anticipated leave.

Whenever the leave is necessitated by the serious health condition of the staff member ~~of~~ **or** his/her family member, and is foreseeable based on planned medical treatment, the staff member shall provide the Superintendent with thirty (30) days notice. If there is insufficient time to provide such notice because of the need for treatment, the staff member shall make reasonable efforts to schedule treatments so as not to unduly disrupt the regular operation of the district.

The staff member may request that all accrued paid vacation leave, medical or sick leave, or personal leave, be used to substitute for the family leave described in this article, except for the limits established in the sick leave article.

B. In the case of a health condition of a family member, the Superintendent is required to obtain medical certification from the physician of the staff member or his/her family member, including:

1. The date the serious health condition began.
2. The probable duration.
3. Appropriate medical acts regarding the condition.
4. A statement that the staff member is needed to care for the family member.
5. An estimate of the amount of time needed for such care.

C. In the event of the staff member's own health condition, a statement from his/her physician will be required which states that the staff member is unable to perform the functions of his/her position. Any leave or return from leave during the last five (5) weeks of an academic term shall be reviewed individually by the Superintendent and Principal to ensure minimal disruption to the students' program.

1. The Board reserves the right to obtain, at its expense, the opinion of a second health provider, and in the event of conflict, the opinion of a third health provider whose decision shall be binding and final.

2. The staff member shall provide the district with a statement from his/her physician that s/he is able to assume full-time responsibilities for his/her position.

D. At the end of any leave described in this article, the Board shall restore the staff member to his/her former position or to one that is equivalent in responsibility and compensation. During a family leave, the Board shall maintain the staff member's current coverage under the district's health insurance program, but the staff member shall not accrue any sick leave, vacation, or other benefits during the leave period.

Should the staff member elect not to return to work at the end of the leave for reasons other than the continuation, recurrence, or onset of the health condition that gave rise to the leave or for circumstances beyond the control of the staff member, the staff member shall reimburse the district for the health insurance premiums paid by the district during the leave period. This article shall not supersede any other article in the present contract.

Section 3 – Sick Leave

A. Each full-time teacher of the Board of Education shall be authorized sick leave consistent with the provisions of the Ohio Revised Code. Each full-time teacher shall be entitled to sick leave credit of one and one-quarter days with pay for each completed month of service, for a maximum of fifteen (15) days per year. Accumulation shall be limited to:

All employees hired prior to July 31, 2012 will be grandfathered at the current contract leave accumulation of TWO HUNDRED SEVENTY DAYS (270 days). New employees hired after August 1, 2012 sick leave accumulation will be TWO HUNDRED FORTY DAYS (240 days) maximum.

B. Each full-time teacher shall be entitled to five (5) days of sick leave at the beginning of a school year, regardless of whether that amount has been accumulated. However, these five (5) days shall constitute part of the total sick leave days for which such teacher is eligible during the year. If a full-time employee terminates employment prior to earning such five (5) days advance sick leave, the Treasurer is authorized to deduct from the final salary of said employee an amount equal to the number of days paid in excess of sick leave actually earned at date of termination of services.

C. Any full-time teacher who transfers from one public agency within the State of Ohio to full-time employment within the Shadyside School District shall be credited with the unused balance of his sick leave from the proper agency up to a maximum allowed herein, upon verification of such accumulation.

D. When a full-time teacher is separated from employment with the Board, except in case of retirement, he will forfeit all unused sick leave, but such sick leave will be restored if the teacher subsequently re-enters full-time employment with the Board within ten (10) years of such separation. If a teacher retires from full-time employment with the Board of Education, he shall forfeit all unused sick leave accumulated to the date of his retirement to the extent that the same is used as a basis for payment under the Ohio Revised Code, Section 124.391. A teacher who has been granted a leave of absence shall retain his unused sick leave when he returns to the employment of the Board. Sick leave shall be granted for the following reasons:

1. Personal illness
2. Personal injuries
3. Pregnancy (Pregnancy leave for the birth of a member's child or grandchild will be two (2) days if the birth is local, and three (3) days if the birth is greater than 100 miles away.)
4. Exposure to contagious disease which could be communicated to others.
5. Illness or injury to a member of the immediate family.
6. Death in the immediate family (AFTER BEREAVEMENT LEAVE HAS BEEN USED).
7. Death of a personal friend.

E. Immediate family shall mean any of the following: spouse, children, father, mother, brother, sister, aunt, uncle, niece, nephew, grandfather, grandmother, brother-in-law, sister-in-law, or grandchildren of the employee or his/her spouse, or other persons who have assumed a similar legal relationship to the employee or his/her spouse.

F. For a death in the immediate family, three (3) days are allowed if local, which shall be defined as a 150 mile radius; five (5) days if out of the area. One (1) day is allowed for a personal friend. More days can be had at the discretion of the Superintendent provided arrangements are made personally with the Superintendent.

G. Teachers shall receive a statement of the number of days accrued at least once a month on the paycheck stub. When sick leave allowance has been exhausted, deductions will be arranged between the employee and the Treasurer. The Treasurer is authorized to withhold payment for sick leave until requirements for entitlement under the laws of the State of Ohio and this policy are met.

H. In relation to the FMLA Article only, an employee may take sick leave to a maximum of thirty (30) days. After the thirty (30) days, the employee shall be covered by the FMLA. For the subject thirty (30) days of sick leave, the same requirements as set forth in the FMLA article shall be followed if the employee accumulates more than ten (10) days of sick leave. These ten days are not party of the thirty (30) days stipulated above. This section shall not supersede any other language in this article or any other article in the present contract.

Section 4 – Bereavement Leave

A. Upon the death of a member of the employee's immediate family, an employee shall be granted a three (3) day bereavement leave. Such leave shall not be deducted from the employee's sick leave accumulation. Should the employee require additional time, such additional time shall be deducted from the employee's sick leave accumulation.

B. Immediate family shall mean any of the following: spouse, children, father, mother, brother, sister, aunt, uncle, niece, nephew, grandfather, grandmother, brother-in-law, sister-in-law or grandchildren of the employee or his/her spouse, or other persons who have assumed a similar legal relationship to the employee or his/her spouse.

Section 5 – Professional Leave

A. Professional leave may be granted teachers upon approval of the Superintendent for attending meetings, conferences, or curriculum visitations that can benefit the teacher's professional abilities and/or benefit the district.

B. Written request for leave shall be made in advance to the Superintendent. It shall include the date(s), purpose, and estimated expenses.

C. Applications for such leave shall include what expenses will be Board paid, if any. If such leave is denied, the teacher shall be given written reason why it was denied.

D. Expense reimbursement shall be on the following basis:

1. Registration fee – The registration fee will be reimbursed based on available funds (receipt required).
2. Lodging – Actual costs, maximum of 3 nights, standard single or double accommodations (receipt required).
3. Meals – Actual costs, maximum of $40.00 per day as provided below (receipt required):

Breakfast	$10.00
Lunch	$10.00
Dinner	$20.00

4. Travel – Mileage will be paid at the current IRS rate per mile for personal car. This amount also applies to travel between buildings. Actual cost if public carrier. Advanced approval of type of carrier required (receipts required).

Section 6 – Personal Leave

A. Each teacher shall be allowed three (3) days of absence during each school year without loss of salary. These days shall be unrestricted except for the limitation that no more than five percent (5%) of the teachers may be absent on any one day for personal leave reasons.

B. Employees wishing to take days of personal leave shall notify their immediate supervisors at least three (3) days prior to the date of the leave.

C. An applicant for a personal leave day shall not be required to state the reason on the application form. If three (3) days notice is not given, the immediate supervisor shall deny such leave, unless in his sole discretion, reason for failure to timely notify were beyond the control of the applicant.

D. Any personal leave not used during a school year shall be credited to the employee's unused sick leave.

Section 7 – Jury Duty/Legal Proceedings

A. When it becomes necessary for a teacher to accept jury duty, the teacher shall be paid the difference between his jury pay and his regular salary for the number of days involved. Such leave shall not be deducted from any other type of leave.

B. When a teacher is ordered to appear in any type of school related proceedings due to a court summons or subpoena, leave shall be granted upon presentation to the Superintendent of a copy of the legal order. Such leave shall not be deducted from any other type of leave.

C. In any situations that are legal proceedings of a strictly personal nature, the teacher shall be required to use personal leave. Once personal leave days are exhausted, any additional days will be taken from accrued sick leave.

D. When granted such leave, the teacher shall be replaced by a qualified substitute according to Board adopted policy.

Section 8 – Medical Leave

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

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

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

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

Section 9 – Military Leave

A. Any member of the bargaining unit who has left, or leaves a district teaching position, by resignation or otherwise, and within forty (40) school days thereafter entered, or enters the armed services of the United States, or the auxiliaries thereof, or such other services as are specified in Section 124.29 of the Revised Code, and who has returned, or returns from such service with a discharge other than dishonorable, shall be re-employed by the Board under the same type of contract as that which he/she last held in the district, if such member shall, within ninety (90) days after such discharge, apply to the Board for re-employment. Upon such application, such member shall be re-employed at the first of the next school semester, except if such application is made not less than thirty (30) days prior to the first of such next semester, in which case such member shall be re-employed the first of the following school semester, unless the Board waives the requirement of such thirty (30) day period.

B. Each member returning from military leave shall be returned to a position within his/her area(s) of certification. For the purposes of seniority and placement on the salary schedule, years of absence in the service of the armed services of the United States or the auxiliaries thereof shall be counted as though teaching service had been performed during such time.

C. The Board may suspend the contract of the member whose services become unnecessary by reason of the return of a member from service in the armed services or auxiliaries thereof, in accordance with section 3319.17 of the Revised Code.

Section 10 – Sabbatical Leave

A. Any member who has completed at least five (5) years of service with the district may be granted a sabbatical leave of absence without pay for professional study and/or research and/or professional improvement for one (1) or two (2) semesters.

B. A member shall submit his/her application for sabbatical leave at least sixty (60) calendar days prior to the beginning of said leave. The application for sabbatical leave shall include an outline of the program of study or research to be pursued, or the proposal for professional improvement. Applications shall be filed with the Superintendent or his designee for approval. Each applicant shall be notified by the Board of its disposition of his/her request within thirty (30) calendar days of the Superintendent's receipt of said request.

C. No more than five percent (5%) of the bargaining unit may be granted sabbatical leaves at any one time. No member shall be granted sabbatical leave more often than once for each five (5) years of service. Each member returning from sabbatical leave shall be returned to a position within his/her area of certification. The member returning from sabbatical leave shall not gain, nor suffer, any loss of seniority or longevity.

Section 11 – Child Care Leave

A. Child care leave for a newly born or adopted child shall be granted to a teacher for up to twelve consecutive months or until the termination of a limited contract, whichever occurs first. This leave shall be without pay. All employees shall submit a written notice to the Superintendent no later than ninety (90) days prior to the employee's last work day advising the Superintendent of the date that this leave is to begin.

B. The teacher's return date from this leave shall be at the start of a semester or school year only.

C. The term of an employee's contract shall not be extended by child care leave, and in the event that an employee's limited contract expires while on child care leave, the employee's contract will be renewable or non-renewable in accordance with Sections 3319.08 and 3319.111 of the Ohio Revised Code.

ARTICLE VIII
WORKING CONDITIONS

Section 1 – Contract Year

A. The regular contract year shall be no more than 1,365 hours.

B. The regular work day for teachers shall not exceed seven (7) hours and twenty-three (23) minutes except that teachers on the rotating duty roster shall report fifteen (15) minutes before the start of the student day and leave no sooner than fifteen (15) minutes after the student day. A schedule shall be worked out at the beginning of each school year, by teachers and administrators of each building to provide a rotating non-teaching duty roster. Nothing contained herein shall restrict the right of administration to call a staff meeting after school.

C. Required teacher travel time between buildings shall not be a part of the thirty (30) minute lunch period or scheduled preparation time.

D. Teachers required to use their own car and perform duties in more than one building shall be compensated at current IRS allowance (see PROFESSIONAL LEAVE Article).

E. Teachers shall not be responsible for providing regular construction equipment or student supplies.

F. Teachers shall be provided reasonable access to existing facilities in the elementary and high school buildings (with the exception of the Superintendent's Office), and equipment to assist them in performing their duties, such as duplicating machines, telephones and lounge areas, provided there is no interruption to the normal operation of the school system.

G. Teachers assigned instructional aides shall be provided clear directions regarding times aides are to assist the teacher and the responsibilities of the teacher as regarding assignment of aides duties. Clerical assistance available to teachers shall be clearly defined by the administration.

H. The administration shall make a reasonable effort to obtain substitute teachers. Both parties recognize that this will be difficult or impossible in some situations. Should a teacher provide substitute services, they shall be compensated at the rate of fifteen dollars ($15.00) per class period covered. Any such compensation shall be paid at the end of the school year by separate check.

I. The rate of pay for detention/Saturday school supervisors shall be fifteen dollars ($15.00) per hour.

J. The rate of pay for tutors and homebound instructors shall be fifteen dollars ($15.00) per hour.

Section 2 – Duty Free Lunch

Each member of the bargaining unit shall be granted thirty (30) consecutive duty-free minutes for lunch each work day.

Section 3 – Personnel File

A. A personnel file of each member shall be maintained in the office of the Superintendent. This shall be considered a confidential file, except for that information which is "directory information." Upon advance request, a member shall be able to review his/her personnel file in the office of the Superintendent. 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. B. In addition to the member, the individual members of the Board of Education, Superintendent, Assistant Superintendent, building principals, and any other administrator who has a legitimate district-related reason for reviewing the file shall have access to same.

C. No anonymous (unsigned, undated) material may be placed in the personnel files of any teacher.

D. A member shall have the right, at any time, to write a reply to any material being placed in his/her file and this reply shall be attached to the material in question. No disciplinary materials or complaints shall be placed in the file unless the same has been reviewed with the member by the Superintendent.

E. Any member shall have the right to obtain a photostatic copy of any item in his/her file upon the payment of the reasonable cost of photocopying said material. 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.

ARTICLE IX
ASSOCIATION RIGHTS

Section 1 – Use of Buildings

A. The Association shall have the right, with the permission of the Superintendent, to use school buildings without charge for SEA meetings, at times a custodian is normally on duty. If the Association is given permission to hold a meeting at times when a custodian is not present, the building principal will determine what charges will be made for custodial time or other services, and will provide the Association with an estimate of these charges prior to the meeting.

B. Association meetings shall not interfere with instructional programs or extra-curricular activities. In each building, the principal will develop an informal method by which the Association must provide advance written notice of a request to use a building for a meeting.

Section 2 – Payroll Deduction

A. Payroll deduction of dues for the Association and its affiliates shall be authorized.

B. Written authorization for payroll deduction must be provided by the teacher. The Association Treasurer shall submit all authorizations to the Treasurer prior to a time mutually agreed to by the Treasurer and the President of the Association.

C. Authorization will continue in succeeding years unless a written withdrawal is given to the Treasurer prior to September 10th annually. Within five (5) days of receipt of such request, the Treasurer will notify the Association President of the name(s) of said teacher(s).

D. Deductions will be made in twenty (20) equal semi-monthly installments beginning the first pay in September. These deductions shall be distributed as agreed to between the President of the Association and the Treasurer of the Board.

E. The Association will indemnify and hold harmless the Board and the Treasurer for all deductions made under these provisions.

Section 3 – Right to Fair Share Fee

A. Payroll Deduction of Fair Share Fee

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

B. Notification of the Amount of Fair Share Fee

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

C. Schedule of Fair Share Fee Deductions

1. All Fair Share Fee Payors

Payroll deduction of such fair share fees shall begin no earlier than January 15, except that no fair share fee deductions shall be made for newly-employed bargaining unit member until their second paycheck, which period shall be the required probationary period of newly-employed bargaining unit members.

2. Upon Termination of Membership During the Membership Year

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

D. Transmittal of Deductions

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

E. Procedure for Rebate

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

F. Entitlement to Rebate

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

G. Indemnification of Employer

The Association, on behalf of itself and the OEA and NEA, agree to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

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

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

3. The Board agrees to:

   a. give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding;
   b. permit the Association or its affiliates to intervene as a party if it so desire, and/or
   c. to not oppose the Association or its affiliates' application to file briefs amicus curiae in this action;

4. The Board acted in good faith compliance with the fair share fee provisions of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

Section 4 – Miscellaneous Rights

A. The conduct of Association business shall not interfere with instruction or normal operation of the school system.

B. Any Association representative shall first report to the principal's office when entering a school building during the teacher work day. Such report shall include the person to be seen and the approximate length and purpose of the meeting.

C. A child whose parent is a full-time employee of Shadyside Local Schools shall be admitted to the Shadyside Local Schools exempt from tuition. This provision shall be uniformly applied to all such children and shall provide for the admission of any such child upon request of the parent. No child may be admitted under this provision after the first day of classes of any school year.

ARTICLE X
TRANSFER OF TEACHERS

Since the frequent transfer of teachers from one school to another is disruptive of the educational process, and interferes with optimum teacher performance, transfer of teachers is to be minimized.

Requests for transfer may be initiated by a teacher, the Superintendent, or building principal to whose building the teacher may be transferred. The final decision rests with the Superintendent, taking into consideration the best interests of the school district.

A teacher who desires a voluntary transfer, change in grade, subject, or building shall file a written statement of such desire with the Superintendent not later than March 15, prior to the year in which the transfer is desired. Such statement shall include the school or schools, in order of preference, to which the teacher desires to be assigned.

No teacher is to be voluntarily transferred to a position for which the teacher does not hold or is entitled to provisional or higher certification. Any teacher denied a voluntary transfer shall be given reasons for denial.

ARTICLE XI
SCHOOL CALENDAR

The calendar committee shall be comprised of three Association members and two administrators, one of which may or may not be the superintendent, who will meet at mutually agreed times in the beginning of January and conclude by the end of February to develop the calendar for the following school year. This calendar shall be submitted to the Superintendent and then to the School Board for final approval. The Board of Education will then have three options. It can accept the calendar as recommended. It can reject the calendar recommendation and send it back to the calendar committee for revision. It can reject the calendar recommendation and adopt their own calendar.

ARTICLE XII
COMPUTER NETWORK SECURITY

The Shadyside Education Association (SEA) of the Shadyside Local School District (SLSD) recognizes that the management of the computer network and Internet is the responsibility of the Administration of the SLSD. As such, the Board of Education shall ensure that staff members will comply with all Network and Internet acceptable use policies approved by the SLSD. The SEA, therefore, recognizes the following:

Section 1- Violations

A. Any user identified as a security risk or having problems with other computer systems may be denied access.

B. If any user violates any of the Network or Internet or general computer network provisions, their account can be terminated by the SLSD or other network entity and future access may be denied.

C. The SLSD has the right to take legal action, if warranted, for misuse and/or violations of network policies.

D. Any proven misuse of the account will result in suspension of the account privileges.

Misuse shall include, but not be limited to:

1) Intentionally seeking information on, obtaining copies of, or modifying files, other data, or passwords belonging to other users.
2) Misrepresenting other users on the Network.
3) Malicious use of the Network through hate mail, harassment, profanity, pornographic material, vulgar statements, or discriminatory remarks.
4) Interfering with others use of the Network.
5) Extensive use for non-curriculum-related communication.
6) Illegal installation of copyrighted software.
7) Unauthorized down-sizing, copying, or use of licensed or copyrighted software.
8) Transmission of any material in violation of U.S. or state regulation is prohibited. This includes, but is not limited to: copyrighted material, threatening or obscene material, material protected by trade secrets.
9) Use for "for-profit" activities, unless covered by acceptable use provisions.
10) Use for commercial transactions, product advertising, employee recruiting or political lobbying.
11) Vandalism as defined by any malicious attempt to alter, destroy or reduce the usability of data of another user, system or network connected to the district, OME-RESA, the OECN, or the NSHNET Internet backbone. This includes but is not limited to the uploading or creation of computer viruses, worms, Trojan horses, etc.

12) Failure to keep username/password secure.
13) Use of the network for illegal activities.
14) Attempts to gain access to unauthorized systems or areas of the network.
15) Failure to abide by the policies of other networks/systems while using their facility.

E. For each file received through a file transfer, the staff member agrees to check the file with a virus detection program before opening the file for use. Should the staff member intentionally transfer unchecked files, shareware, or software which infects the Network with a virus and causes damage, the staff member may be liable for any and all repair costs to make the Network once again fully operational and may be subject to other disciplinary measures as determined by the District.

F. In consideration for the privileges of using the District and/or Network resources, and in consideration for having access to the information contained on the Network or by the Network employees, release the District Network and their operators and administration from any and all claims of any nature arising from their use, or inability to use the District and/or Network resources.

Employees agree to abide by such rules and regulations of system usage.

ARTICLE XIII
INSURANCE

In order to be eligible for insurance, an employee must be contracted for at least 30 hours per week.

Employees may not be paid cash in lieu of insurance benefits.

Coverage: See Plan Booklet for COG adopted coverage information

Medical

A. The Board will pay 90% of the premium and the employee will pay 10% for full-time employees.

B. Stark County Schools Council

The Board of Education may fully meet its obligations to provide health care benefits and services under this collective bargaining agreement by participating in the health benefits program of the Stark County Schools Council (COG). The Board shall provide health, dental, vision and life insurance through the COG. The coverage shall be the standardized COG specifications.

C. Preferred Provider – Doctors/Hospitals

1. The parties agree that one or more Preferred Provider Organizations (PPO) programs for hospital and physicians' services shall be provided through the Stark County Council of Governments (COG) Health Insurance Program. Anyone, as of August 1, 2009, who has the traditional Mutual Health Program instead of the PPO, may continue such participation.

2. The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be mutually determined by the representative of the COG and the Stark County OEA office representative.

D. Preferred Provider – Prescription Drugs

The Board shall provide, through the Stark County Council of Governments, a preferred provider drug program that, if the employee chooses to utilize, will include the following:

1. The program will be available to employees and their dependents who have "primary" coverage under the District's insurance.

2. The employee will pay the 20% co-payment to the provider and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee's 20% co-payment.

3. The deductible will be waived.

4. The list of covered expenses shall be agreed upon by the COG and the Stark County OEA office representative.

5. Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provisions to apply.

6. Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

Life Insurance

The Board shall provide term life insurance and accidental death and dismemberment coverage in the amount of $40,000 for each teacher.

Dental Insurance

The Board shall provide dental coverage and pay 90% of the premium.

Section 125 Tax Shelter

Tax sheltering of the individual's contribution for health costs, unreimbursed medical expenses and dependent coverage will be provided, under IRS Section 125.

All COG employers must offer the IRS Section 125 tax shelter provided through the COG. If any employee elects to utilize any of the IRS 125 benefits, the administrative cost shall be shared equally between the employee and the employer.

Premium Holidays

If the employer receives a premium holiday(s), the employees shall not be required to pay their portion of the premium(s) for the holiday month(s).

Spousal Coverage

Any new Participants to the COG, after June 30, 2015, with working spouses who have the ability to be covered under an insurance plan through his/her place of employment, will be required to take his/her plan as their primary plan. This provision does not apply to a participant who had insurance with one COG employer and immediately thereafter, moved to another COG employer. If the spouse is required to pay forty (40%) percent or more of the premium with his/her employer, the requirements of this section shall not apply.

Same Sex Marriage

If state law recognizes same-sex marriage, the COG plan specifications will be modified to include those individuals.

ARTICLE XIV
TUITION STIPEND

The Board shall pay each certificated/licensed employee, upon completion of work on the graduate level and in compliance with the procedures below, up to a maximum of $700.00 per school year (September 1 to September 1), per teacher. Payment shall be made in one lump sum, within thirty (30) days of receipt of evidence, in the form of transcript or grade card, of completion of the hours, by the Treasurer.

Prior approval shall not be necessary when the hours taken are within the teacher's area of certification, teaching, or teaching assignment for the subsequent year. However, the teacher shall notify the Superintendent thirty (30) days prior to the start of a course if possible. Should there be a question concerning the hours taken, the college or university catalog where the courses are being taken shall be consulted to determine that such hours are graduate hours. Prior approval by the Superintendent is necessary for other areas of study.

Stipend for courses taken in the summer shall be paid during the next school year. Stipend for courses taken during the summer shall not be provided under this policy if the teacher does not return to the district for the subsequent school year.

Credit may be earned either by extension or residence from an accredited program. Recognized workshop credit will also be accepted for which CEU's are provided.

All graduate studies taken by certificated/licensed employees who are reimbursed by another agency will not be eligible for this stipend for those same hours' credit.

ARTICLE XV
SALARY PAYMENTS

Salaries shall be paid on alternate Fridays for the twelve (12) month period. When school is not in session, checks will be placed in the mail one day preceding the due date unless individual arrangements are made to have the checks picked up at the Treasurer's Office.

In order to comply with an auditor's recommendation to eliminate "pre-payment" of salaries prior to any SY affected by the leap year affect, the SEA and Board of Education agree to abide by a composite vote of all personnel at the Shadyside Local School District in respect to the following three options:

1) Separating the last pay of the contract year and the first pay of the next year by a three (3) week period. This provision is to be done as required by calendar.
2) Pay every fifteen (15) days instead of the normal fourteen (14) days for the first fourteen (14) pay periods.
3) Create twenty-seven (27) pay periods instead of the normal twenty-six (26) pay periods.

ARTICLE XVI
STRS PICK UP

The Board agrees to annuitize each member's total contribution to STRS by deducting that amount before each member is paid, beginning September 1. The procedure shall be as follows:

The Board shall designate each teacher's mandatory contribution to the State Teachers Retirement System of Ohio as "pick-up" by the Board, although they shall continue to be designated as employee contributions. The amount of the employee's income reported by the Board as subject to Federal and State income tax shall be the employee's total gross income reduced by the then current percentage amount of the employee's mandatory STRS contribution. No employee's total salary shall be increased by such "pick-up," nor shall the Board's total contribution to the STRS be increased thereby. There shall be no increased cost to the Board except incidental administrative costs necessary to implement this program.

This pick-up plan is to be effective September 1, with implementation for the first pay on September. In the event that a majority of the teachers no longer desire this "pick-up" plan, or if there is an adverse determination from the Board's legal advisor, or the IRS affecting the qualifying status of this plan, this pick-up provision shall be null and void. The members acknowledge that the Board is in no way liable to them as a result of the implementation of this program at their request, and that they shall assume any liability as the result of an adverse ruling by the Internal Revenue Service.

ARTICLE XVII
SEVERANCE PAY

Section 1 – Payment Schedule

A. The Board of Education shall pay an employee who was hired prior to July 31, 2012 and elects to retire from teaching, severance pay according to the chart listed below. Employees hired prior to July 31, 2012 are grandfathered under this provision:

- Thirty percent (30%) of total accumulated sick leave days at 30 years.
- Twenty nine percent (29%) of total accumulated sick leave at 31 years.
- Twenty eight percent (28%) of total accumulated sick leave at 32 years.
- Twenty seven percent (27%) of total accumulated sick leave at 33 years.
- Twenty six percent (26%) of total accumulated sick leave at 34 years.
- Twenty five percent (25%) of total accumulated sick leave at 35 years.

B. The Board of Education shall pay an employee who hired after August 1, 2012 and elects to retire from teaching, severance pay according to the chart listed below:

- Twenty-seven and a half percent (27.5%) of total accumulated sick leave days at 30 years.
- Twenty-six and a half percent (26.5%) of total accumulated sick leave at 31 years.
- Twenty-five and a half percent (25.5%) of total accumulated sick leave at 32 years.
- Twenty-four and a half percent (24.5%) of total accumulated sick leave at 33 years.
- Twenty-three and a half percent (23.5%) of total accumulated sick leave at 34 years.
- Twenty-two and a half percent (22.5%) of total accumulated sick leave at 35 years.

C. If an employee is eligible to retire at less than 30 years of credited service, severance will be calculated in the following manner:

- Number of years of credited service divided by 30 = prorated factor
- Prorated factor will then be multiplied by the 30%/30 years formula as stated above.

D. Such payment shall be made by cash or check.

E. An employee's beneficiary will receive a prorated percentage of the employee's experience based on 30 years maximum of severance pay. Example: If an employee expires prior to retirement and has worked for fifteen (15) years, their beneficiary would receive fifty percent (50%) of the 30% of their total severance pay.

ARTICLE XVIII
SALARY

The Shadyside Local Board of Education shall implement a salary index with the base salary of $28,468.94 for the 2016-2017 school year. The indices which appear on page 38 will be effective as indicated.

The base salary of $28,468.94 for the 2016-2017 school year reflects an increase of three percent (3%) for the school year. A reopener on salaries for the 2017-2018 and 2018-2019 school years shall be held at the conclusion of the 2016-2017 school year.

Section 1 – Longevity Increments

A. A three hundred dollar ($300.00) increment shall be paid to any teacher with a B.A. completing twenty (20) years of service with fifteen (15) of these being in the Shadyside Local School District and last served in the Shadyside Local School District.

B. A three hundred dollar ($300.00) increment shall be paid to any teacher with a B.A. completing twenty-five (25) years of service with fifteen (15) of these being in the Shadyside Local School District and last served in the Shadyside Local School District.

C. A five hundred dollar ($500.00) increment shall be paid to any teacher with BA+150 or above completing twenty five (25) years of service with fifteen (15) of these being in the Shadyside Local School District and last served in the Shadyside Local School District.

D. An additional five hundred dollar ($500.00) increment shall be paid to any teacher completing thirty (30) years of service with twenty (20) of these being in the Shadyside Local School District and last served in the Shadyside Local School District.

Section 2 – Placement on Salary Schedule

New teachers shall be employed at the authorized experience to a maximum of ten (10) years (steps) though no lower than zero (0) year (step). The maximum step for a new teacher is Step 10.

Section 3 – Masters +15 Stipend

Employees shall be placed on Masters +15 column for graduate credit hours earned after completion of requirements of the Master's Degree.

Section 4 – College Credit Plus Stipend

The Board shall provide a stipend for College Credit Program teachers of $2,000.00 per class taught.

Shadyside Local School District
2016-2017
Certificated Salary Schedule

Step	BA Index	BA Salary	BA+ Index	BA + 1 Salary	MA Index	MA Salary	MA +15 Index	MA+15 Salary
0	1	$28,468.94	1.04	$29,607.70	1.1	$31,315.83	1.17	$33,308.66
1	1.04	$29,607.70	1.09	$31,031.14	1.16	$33,023.97	1.225	$34,874.45
2	1.08	$30,746.46	1.14	$32,454.59	1.21	$34,447.42	1.28	$36,440.24
3	1.12	$31,885.21	1.19	$33,878.04	1.27	$36,155.55	1.345	$38,290.72
4	1.15	$32,739.28	1.24	$35,301.49	1.33	$37,863.69	1.41	$40,141.21
5	1.18	$33,593.35	1.3	$37,009.62	1.39	$39,571.83	1.475	$41,991.69
6	1.22	$34,732.11	1.35	$38,433.07	1.45	$41,279.96	1.54	$43,842.17
7	1.26	$35,870.86	1.4	$39,856.52	1.51	$42,988.10	1.595	$45,407.96
8	1.31	$37,294.31	1.45	$41,279.96	1.57	$44,696.24	1.66	$47,258.44
9	1.35	$38,433.07	1.5	$42,703.41	1.63	$46,404.37	1.725	$49,108.92
10	1.39	$39,571.83	1.54	$43,842.17	1.69	$48,112.51	1.78	$50,674.71
11	1.43	$40,710.58	1.58	$44,980.93	1.75	$49,820.65	1.835	$52,240.50
12	1.47	$41,849.34	1.62	$46,119.68	1.79	$50,959.40	1.88	$53,521.61
13	1.47	$41,849.34	1.66	$47,258.44	1.84	$52,382.85	1.925	$54,802.71
14	1.47	$41,849.34	1.7	$48,397.20	1.88	$53,521.61	1.97	$56,083.81
15	1.51	$42,988.10	1.74	$49,535.96	1.93	$54,945.05	2.015	$57,364.91
16	1.51	$42,988.10	1.76	$50,105.33	1.97	$56,083.81	2.060	$58,646.02
17	1.51	$42,988.10	1.78	$50,674.71	2.02	$57,507.26	2.105	$59,927.12
20	$300.00	$43,288.10	1.8	$51,244.09	2.07	$58,930.71	2.16	$61,492.91
21	$300.00	$43,588.10	$500.00	$51,744.09	$500.00	$59,430.71	$500.00	$61,992.91
25	$300.00	$43,888.10	$500.00	$52,244.09	$500.00	$59,930.71	$500.00	$62,492.91
30	$500.00	$44,388.10	$500.00	$52,744.09	$500.00	$60,430.71	$500.00	$62,992.91

ARTICLE XIX
SUPPLEMENTAL CONTRACTS

NON-ATHLETIC

Student Council	5.0
Thespians	3.5
Class Play Advisor	3.5
Multi-Media Club	3.5
8th Grade Play Advisor	2.0
National Honor Society	4.0
*Shadean	
Extra-Curricular	8.0
Co-Curricular	4.0
*School Newspaper Advisor	
Extra-Curricular	4.0
Co-Curricular	2.0
Instrumental Music	9.0
Spanish Club	3.5
FEA	3.5
DI Coordinator	3.5
Class Advisors Grade 9-10-12	1.0
Class Advisor Grade 11 (Prom Advisor)	3.0
Art Club	3.5
FHA	3.5
LPDC Chairperson	4.4
LPDC Member	2.2

*Current holders of these positions shall be grandfathered at extra-curricular index.

Note: The percentages will remain constant during the term of the agreement, but the monetary amounts will be recomputed at the beginning of each year in accordance with any change on the base of the B.A. column of the salary schedule.

ATHLETIC

Head Football Coach	16.5
Head Boys Basketball Coach	16.5
Head Girls Basketball Coach	16.5
Head Baseball Coach	10.0
Head Girls Softball Coach	10.0
Head Boys Track Coach	10.0
Head Girls Track Coach	10.0
Head Cross Country Coach	10.0
Head Wrestling Coach	14.0
Head Golf Coach	10.0
High School Cheerleader Advisor	10.0
Head Volleyball Coach	10.0

ARTICLE XX
LABOR MANAGEMENT / LIAISON COMMITTEE

Section 1 – Labor Management Committee

The parties will mutually develop a Labor Management Committee, that will consist of no more than four (4) Association members, the Superintendent, building principals, and one (1) School Board Member. The committee shall meet as needed to address issues related to the workplace, including but not limited to: scheduling, study hall duties, time needed for completing Student Learning Objectives (SLO's), among other items. The Labor Management Committee shall also provide a forum for the free discussion of issues outside of the formal grievance process. Decisions of the Labor Management Committee shall be made by consensus. If a resolution is not found to any issue, the Association shall still have the right to follow the grievance process.

Section 2 – Liaison Committee

A. As a matter of good teacher-administrator relationship, each principal shall establish a Teacher-Administration Liaison Committee. The committee shall consist of the principal and; in the elementary schools – four (4) teachers (2 chosen by the principal and 2 chosen by the building teaching faculty; in the high school – three chosen by the principal and three (3) chosen by the building faculty).

A. The function of the Teacher-Administration Liaison Committee shall be to assist in maintaining good communication between the principal and his faculty, and to make effective recommendations to the building principal for solving problems as they arise.

B. Meetings of the Committee shall be arranged at a mutually agreed time following a request by any Committee Member or principal.

C. Faculties are encouraged to direct all matters of concern either to their building principals or representatives of the Liaison Committee.

D. The liaison representatives shall be provided ten (10) minutes time at all faculty meetings, if requested by them, to report on matters involving representation of teachers by the Association.

E. The liaison representatives may, with authorization of the principal, have the right to schedule Association meetings in the school building before or after school, provided such meetings do not conflict with scheduled faculty or other academic meetings or the academic program of the school.

F. Any unresolved problem, if not grievable, shall be presented in writing by the committee to the Superintendent.

ARTICLE XXI
CREDIT FLEXIBILITY

As a result of SB 311, the Association and the Board agree to the following regarding the offering of a credit flexibility program within the District in accordance with the State Board of Education's Credit Flexibility Plan.

1. No teacher shall be required to serve as a teacher of record.

2. The teacher of record will be paid $15 per hour with a cap of $180 for time spent outside the normal workday for each credit flexibility assignment. Time sheets will have to be presented to the teacher's immediate supervisor. The teacher of record will receive such payment at final course completion whether or not the student earns credit for the course.

3. Any employee other than the teacher of record who contributed to evaluating/assessing/mentoring the work of the student's credit flexibility plan will be paid $15 per hour with a cap of $180 for time spent outside the normal workday for each credit flexibility assignment. Work done by employee(s) other than the teacher of record must have prior written approval from the administrator/supervisor and the Superintendent to receive payment for such work. Time sheets will have to be presented to the high school principal. This employee will receive such payment at final course completion whether or not the student earns credit for the course.

ARTICLE XXII
CALAMITY DAYS

Teachers will be required to report under the following conditions:

1. Teachers will be required to report by 9:45 a.m. until 2:45 p.m.
2. Teachers will report on Belmont County Level One Emergency.
3. Teachers will report on all cold weather days at 9:45 a.m.
4. Teachers will <u>not</u> report under Belmont County Level Two or Level Three Emergency.

The Superintendent will have the final judgment on road conditions as reported by the Belmont County Sheriff. On said days, bargaining unit members may participate in, among other tasks: professional development, class preparation, district/building meetings, or other teacher based meetings.

Teachers that deem travel to be too dangerous will call into their buildings and report off. They will make the time up at the end of the year or by other arrangements with the building principal.

ARTICLE XXIII
ENTIRE AGREEMENT OF THE PARTIES

The parties acknowledge that during the negotiations, which resulted in this contract, each had the opportunity to make proposals, and that the understandings and agreements arrived at by the parties after the exercise of that opportunity are set forth in this contract. Therefore, for the life of this contract, the Board and Association each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to negotiate with respect to any subject matter not specifically referred to or covered in this contract, unless otherwise mutually agreed.

ARTICLE XXIV
DURATION OF AGREEMENT

This contract shall become effective July 1, 2016 and expires June 30, 2019.

This contract is executed by the parties on this 26 day of August, month, 2016 year.

A reopener on salaries for the 2017-2018 and 2018-2019 school years shall be held at the conclusion of the 2016-2017 school year.

Association President

Board of Education President

Melissa Vienie
Treasurer/CFO

MEMORANDUM OF UNDERSTANDING
BETWEEN
SHADYSIDE LOCAL SCHOOL DISTRICT BOARD OF EDUCATION
AND
SHADYSIDE EDUCATION ASSOCIATION

WHEREAS the Shadyside Local School District Board of Education (The Board) and the Shadyside Education Association (SEA) wish to enter into an agreement that would allow for the retire and rehire of SEA members;

WHEREAS both sides see the benefit of retaining experienced staff, but wish to begin this process on a trial basis;

The Board and the SEA agree to the following:

The Board may, in its sole discretion, choose to hire/rehire individuals who have retired with any public retirement system and may be issued a one year limited contract which shall automatically expire. No notice of nonrenewal is required. If such individuals are hired/rehired, the following terms and conditions shall govern:

1. A retiree is an individual who has attained service retirement status with the STRS and is otherwise qualified by certification/licensure to be employed as a teacher in Ohio.
2. The bargaining team member must provide the Board with notice of his/her potential intent to retire under this provision no later than March 15th. The Board will provide notification of the intent to rehire to the employee no later than April 30th.
3. Subject to these provisions, a retired/rehired teacher is part of the bargaining unit and subject to the provisions of the Master Agreement.
4. The retired bargaining unit member shall be paid at Step Eight (8) at the employee's level of education on the salary schedule. The Retiree will not benefit from the longevity steps on the salary schedule. Retired bargaining unit members who receive extended service days shall have such days paid at this same salary.
5. The Board will make every effort to place the retired bargaining unit member in the position and assignment that was held immediately prior to retirement.
6. The provisions of Evaluation of Professional Staff, shall not apply.
7. A Retiree is not eligible for a continuing contract regardless of years of employment with the Board.
8. A Retiree shall accumulate and use sick leave and personal leave in accordance with the Agreement, but is not entitled to severance pay under this Agreement or under law upon the conclusion of employment as a Retiree.
9. A Retiree shall be entitled to participate in the insurance benefits provided to bargaining unit members under this Agreement. It is understood that bargaining unit members who participate in this retire/rehire program shall not experience any lapse in the coverage(s) listed in this item between the date of retirement and the date of the rehire of the retired bargaining unit member.
10. A Retiree shall not have any seniority in the bargaining unit.

11. A Retiree is eligible for a supplemental contract at the discretion of the Superintendent.

12. The Board and the Association expressly intend this Article to supersede the provisions of Ohio Revised Code Sections 3317.13, 3317.14, 3313.53, 3319.11, 3319.111, 3319.141 and 3319.17, and all other applicable laws.

For the Board
Date: 8-10-16

For the SEA
Date: 26 August 2016

Appendix A

SHADYSIDE LOCAL SCHOOLS

GRIEVANCE #_____ DATE_____

FILED_____

_____ _____ _____

NAME OF AGGRIEVED ASSIGNMENT BUILDING

A. DATE CAUSE OF GRIEVANCE OCCURRED:_____

B. 1. STATEMENT OF GRIEVANCE:_____

_____

_____

_____

STATE STATUTE, BOARD POLICY, CONTRACT TERM OR REGULATION VIOLATED:_____

_____

_____

2. RELIEF SOUGHT:_____

_____

_____

_____

_____ _____

SIGNATURE OF AGGRIEVED DATE

C. DISPOSITION BY AUTHORIZED PERSONNEL – LEVEL 1 2 3 4 5

_____

_____

_____ _____

SIGNATURE OF AUTHORIZED PERSONNEL DATE

Shadyside Local Schools
Medical Benefits

Appendix B

PLAN TYPE	THP/CURRENT PLAN	THP/PPO NETWORK COG OPTION	
	NETWORK BENEFITS	***NETWORK BENEFITS***	***OUT OF NETWORK BENEFITS***
WAITING PERIOD & ELIGIBILITY	IMMEDIATE	IMMEDIATE	IMMEDIATE
DEPENDENTS COVERED	TO AGE 28	TO AGE 28	TO AGE 28
DEDUCTIBLE	$100	$100, NO CROSS APPLICATION	$200, NO CROSS APPLICATION
FAMILY DEDUCTIBLE	$200	$200 DED., NO CROSS APPLICATION	$400 DED., NO CROSS APPLICATION
OUT-OF-POCKET LIMITS	$2,500 PER PERSON OR FAMILY LIMIT	$500 PERSON/$1,000 FAMILY LIMIT, NO CROSS APPLICATION	$1,000 PERSON/$2,000 FAMILY LIMIT, NO CROSS APPLICATION
LIFETIME BENEFITS	UNLIMITED	UNLIMITED	UNLIMITED
COINSURANCE LEVELS	100% OR 90%	90% AFTER DED., SUBJECT TO OOPL	80% AFTER DED., SUBJECT TO OOPL
PRE-ADMISSION NOTIFICATION	NO	YES	YES
INPATIENT	100%	90% AFTER DED., SUBJECT TO OOPL	80% AFTER DED., SUBJECT TO OOPL
INPATIENT MENTAL NERVOUS/SUB. ABUSE	100%	90% AFTER DED., SUBJECT TO OOPL	80% AFTER DED., SUBJECT TO OOPL
SURGERY	100%	90% AFTER DED., SUBJECT TO OOPL	80% AFTER DED., SUBJECT TO OOPL
SURGICAL ASSISTANT	100%	90% AFTER DED., SUBJECT TO OOPL	80% AFTER DED., SUBJECT TO OOPL
EMERGENCY ROOM VISIT	100%	90% AFTER DED., SUBJECT TO OOPL	80% AFTER DED., SUBJECT TO OOPL
PHYSICIAN OFFICE VISIT	90%	90% AFTER DED., SUBJECT TO OOPL	80% AFTER DED., SUBJECT TO OOPL
SPECIALIST OFFICE VISIT	90%	90% AFTER DED., SUBJECT TO OOPL	80% AFTER DED., SUBJECT TO OOPL
DIAGNOSTIC LAB & X-RAY	100%	90% AFTER DED., SUBJECT TO OOPL	80% AFTER DED., SUBJECT TO OOPL
RADIOTHERAPY	100%	90% AFTER DED., SUBJECT TO OOPL	80% AFTER DED., SUBJECT TO OOPL
SPEECH THERAPY	90%	90% AFTER DED., SUBJECT TO OOPL	80% AFTER DED., SUBJECT TO OOPL
OUTPATIENT PHYSICAL THERAPY	90%	90% AFTER DED., SUBJECT TO OOPL	80% AFTER DED., SUBJECT TO OOPL
OUTPATIENT INHALATION THERAPY	90%	90% AFTER DED., SUBJECT TO OOPL	80% AFTER DED., SUBJECT TO OOPL
CHEMOTHERAPY	90%	90% AFTER DED., SUBJECT TO OOPL	80% AFTER DED., SUBJECT TO OOPL
OUTPATIENT CARDIAC	90%	90% AFTER DED., SUBJECT TO OOPL	80% AFTER DED., SUBJECT TO OOPL

Shadyside Local Schools
Medical Benefits

PLAN TYPE	THP/CURRENT PLAN	THP/PPO NETWORK COG OPTION	
	NETWORK BENEFITS	*NETWORK BENEFITS*	*OUT OF NETWORK BENEFITS*
OUTPATIENT MENTAL NERVOUS	90%	90% AFTER DED., SUBJECT TO OOPL	80% AFTER DED., SUBJECT TO OOPL
OUTPATIENT SUBSTANCE ABUSE	90%	90% AFTER DED., SUBJECT TO OOPL	80% AFTER DED., SUBJECT TO OOPL
OUTPATIENT ACCIDENT	100%	90% AFTER DED., SUBJECT TO OOPL	80% AFTER DED., SUBJECT TO OOPL
VOLUNTARY STERILIZATION	100%	90% AFTER DED., SUBJECT TO OOPL	80% AFTER DED., SUBJECT TO OOPL
AMBULANCE	90%	90% AFTER DED., SUBJECT TO OOPL	80% AFTER DED., SUBJECT TO OOPL
HOME HEALTH CARE	90% TO 100 VISITS/YR	90% AFTER DED., SUBJECT TO OOPL	80% AFTER DED., SUBJECT TO OOPL
REHABILITATION SERVICES	90%	90% AFTER DED., SUBJECT TO OOPL	80% AFTER DED., SUBJECT TO OOPL
DURABLE MEDICAL EQUIPMENT	90%	90% AFTER DED., SUBJECT TO OOPL	80% AFTER DED., SUBJECT TO OOPL
TEMPOROMANDIBULAR JOINT DYSFUNCTION	90%	NOT COVERED	NOT COVERED
SKILLED NURSING FACILITY	90%	90% AFTER DED., SUBJECT TO OOPL	80% AFTER DED., SUBJECT TO OOPL
HOSPICE	90%, 6 MONTH MAXIMUM	90% AFTER DED., SUBJECT TO OOPL	80% AFTER DED., SUBJECT TO OOPL
CHIROPRACTIC SERVICES	90%	90% AFTER DED., SUBJECT TO OOPL	80% AFTER DED., SUBJECT TO OOPL
RADIAL KERATOTOMY, REFRACTIVE KERATOPLASTY & ANY OTHER PROCEDURE TO CORRECT NEARSIGHTEDNESS & FARSIGHTEDNESS	NOT COVERED	NOT COVERED	NOT COVERED
ABORTION	90%	NOT COVERED	NOT COVERED
WELL CHILD PREVENTION	$500 LIMIT TO AGE 1 AND $150 FROM AGE 1 TO AGE 9	100%	NOT COVERED
ADULT PREVENTATIVE CARE	NOT COVERED	100%	NOT COVERED
MAMMOGRAPHY	AGE 35-40-1 ALLOWED 40-50 – BIANNUALLY 50-65 – ANNUALLY $85 MAX REIMBURSEMENT	100%	NOT COVERED
PAP SMEAR	ANNUALLY	100%	NOT COVERED
PRESCRIPTION DRUGS & MAIL ORDER	$5 CO-PAY GENERIC $15 CO-PAY BRAND	20% OF THE COST OF MEDICATION FOR GENERICS AND BRAND NAME DRUGS WITHOUT A GENERIC	

-- NOTES –