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MASTER CONTRACT

BETWEEN

MANCHESTER OHIO RIVER EDUCATORS

AND

**MANCHESTER LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**

July 1, 2016 through June 30, 2019

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ARTICLE 1 RECOGNITION

- A. RECOGNITION:** The Manchester Local School District Board of Education hereinafter referred to as "Board" recognizes the Manchester Ohio River Educators, hereinafter referred to as the "Association" as the sole and exclusive bargaining agent representing the bargaining unit.
- B. BARGAINING UNIT DEFINED:** The bargaining unit shall be defined as all full-time and/or regularly employed part-time certificated/licensed employees (minimum .50 FTE) under contract with the Board, excluding the superintendent, treasurer, board office staff, assistant superintendents, executive directors, directors, associate directors, principals, supervisory teachers, administrative interns, substitutes, all non-certificated/non-licensed employees and all others for whom certification/licensure in supervision or administration is required as a condition of employment.
- C. MANAGEMENT RIGHTS:** The Board hereby retains and reserves unto itself, without limitations, all the powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Ohio and of the United States, except as expressly limited by the terms of this contract.

ARTICLE 2 ASSOCIATION RIGHTS

- A. BULLETIN BOARDS:** The Building Representative(s) of the Association in each individual school shall have the exclusive use of a bulletin board, designated for Association business. The Association will purchase the bulletin boards.
- B. PAYROLL DEDUCTIONS:** The following payroll deductions will be provided at no cost to the professional staff member:
- 1. DUES DEDUCTIONS:** Professional staff members will sign and deliver to the Board an authorization requesting membership dues and assessments of the recognized Association and its affiliates by September 1st. Such authorization shall continue in effect until such time that said member gives written notice to the Treasurer of the Board to discontinue such deductions or employment with the Board terminates. Such deductions shall be made in equal installments beginning in the month of September the authorization form is submitted to the Treasurer of the Board. All money so deducted shall be remitted to the Treasurer of the Association monthly, accompanied by a list of professional staff members from whom the deductions are made and the amount for each said member. If a teacher gives written notice to the Treasurer of the Board to discontinue such deductions, the Treasurer shall give the Treasurer of the Association,

within forth-eight (48) hours of such action, the names of said teachers making such request. Upon employment new employees must authorize membership within five (5) days prior to their second paycheck. The union will hold the Board of Education and treasurer harmless from any errors or disputes concerning the deduction of dues.

2. **INSURANCE PROGRAM DEDUCTIONS:** Insurance programs shall be endorsed by the Board for the purpose of payroll deductions so long as at least five (5) employees are requesting deductions from the same company.
3. **ANNUITIES:** A vendor can enter the District if tax sheltered annuities are available to employees. A vendor, on written application to the Treasurer of the Board, shall be permitted to offer tax sheltered annuities to employees provided: (1) at least five (5) employees are requesting deductions from the same vendor; and (2) the vendor signs a hold harmless agreement with the Board. Deductions are made in equal payments.

All companies selling tax sheltered annuities shall be approved by the Association Executive Committee prior to approval of payroll deductions for said company.

C. RIGHT TO FAIR SHARE FEE - 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 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.

1. **NOTIFICATION OF THE AMOUNT OF FAIR SHARE FEE:** Notice of the amount of 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 by January 15 of each year during the term of this contract for the purpose of determining amounts to be payroll-deducted, and the Board agrees to transmit all amounts deducted to the Association.
2. **SCHEDULE OF FAIR SHARE FEE PAYERS:** Payroll deduction of such fair share fee shall commence on the first pay date that occurs on or after January 15th annually. For unit employees newly hired after the beginning of the school year, payroll deduction shall commence on the first pay date on or after the later of: (a) sixty (60) days employment in a bargaining unit position (which shall be the required probationary period); or (b) January 15th.

3. **TERMINATION OF MEMBERSHIP DURING THE MEMBERSHIP YEAR:** The Treasurer of the Board shall upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction. The deduction of said amount shall commence on the first pay date occurring on or after forty-five (45) days from the termination of membership.
 4. **PROCEDURE FOR REBATE:** The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.
 5. **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.
- D. **USE OF BUILDING'S PUBLIC ADDRESS SYSTEM:** Representatives of the Association may make announcements over the existing building public address system. Said announcements will be made within the first five minutes and the last five minutes of the school day.
 - E. **USE OF SCHOOL EQUIPMENT:** The representatives of the Association will have permission to use school equipment, including copiers, personal computers, and audio visual equipment, when such equipment is not otherwise in use. The Association will have the right to use school building(s) without cost at times when the building is already open. The principal of the building will be notified in advance of the time and place of all meetings so that the meetings will not interfere with other school activities. All equipment will be checked as to condition by the building principal or his/her designated representative and the Association building representative prior to its use. In the event of damage or breakage due to usage by the Association, the Association will be responsible to repair or replace, at pro-rated market value. Supplies for equipment used will be furnished and paid for by the Association.
 - F. **DISSEMINATION OF MATERIALS:** The Association shall have the right to place notices, circulars, and other materials in a professional staff member's mailbox.
 - G. **NOTIFICATION OF SCHOOL BOARD MEETINGS:** The Association shall receive notice of any regular or special Board Meeting in accordance with the directives of the "Sunshine Law". Such notification shall be made to the

President of the Association on the same basis as it is to the news media along with all Board materials and information requested by the Association.

- H. **PERSONNEL DIRECTORY:** The President of the Association shall be provided with a directory of all current employees. Names and addresses of newly hired employees shall be provided to the Association following Board approval of their contracts.
- I. **ASSOCIATION RELEASED TIME:** Upon notification by the Association President to the Superintendent or his/her designee, released time up to four (4) days, or the equivalent thereof in one-half (1/2) day increments, shall be granted to the President of the Association or his/her designee(s) to conduct business of the Association. Upon mutual agreement between the Association President and Superintendent, additional days may be granted with the Association paying for all costs of the substitute. Additionally, administration shall strive to not assign duties to the Association President.
- J. **PRINTING AND PROVIDING COPIES OF THE CONTRACT:** The Board shall provide the Association with up to the maximum of one hundred (100) copies of said contract, with the Board and the Association sharing cost on an equal basis.
- K. **NEW TEACHER ORIENTATION:** The Association shall have the right to participate in initial planning and orientation meetings for new professional staff members.
- L. **NO REPRISAL CLAUSE:** There will be no reprisals of any kind taken against any professional staff member by reason of his/her membership in the Association or participation in its activities.
- M. **ACADEMIC DISTRESS COMMISSION:** ORC Section 3302.10 will have no effect on any provision of this contract unless the District would meet requirements of state law for the Superintendent of Public Instruction to establish an academic distress commission for the District and until the Superintendent of Public Instruction notifies the District that the District is subject to the provisions of ORC Section 3302.10. Should the District enter into academic distress, the intent of the parties is to emerge from said distress with the Agreement intact. Both parties reserve the right to challenge any construction or implementation of R.C. 3302.10 or its provisions by any person or entity.

ARTICLE 3 NEGOTIATIONS PROCEDURE

A. DEFINITIONS:

1. **NEGOTIATIONS:** Negotiations means conferring, discussing, and negotiating in good faith in an effort to reach agreement upon those

matters which are negotiable in accordance with the reopener provisions of this contract.

- B. INITIATING NEGOTIATIONS:** All requests for negotiation sessions shall be made in writing. Requests initiated by the Association shall be directed to the Superintendent, acting as the representative of the Board. Requests initiated by the Board shall be directed to the President of the Association. The written request for professional negotiations shall include: 1) Date of writing; 2) Statement of purpose for meeting; 3) Name, address, and phone number of the person to contact representing the requesting party to arrange a mutually satisfactory time for the initial negotiations meeting.
- C. WRITTEN REPLY:** A written reply shall be sent by the receiving party within fifteen (15) work days to the official representative of the requesting party. This communiqué shall include: 1) Date of writing; 2) Recognition of request for a professional negotiations meeting; 3) Time, place, and date of a mutually agreeable initial negotiations session.
- D. DATE OF WRITTEN REQUEST:** The request for negotiations shall be made by either party, in accordance with Article 3.B., prior to March 1 of the calendar year in which the negotiations are scheduled to occur.
- E. EXCHANGING WRITTEN PROPOSALS:** At the first negotiation session, the first item of business will be the exchanging of negotiations proposals. Once the parties have exchanged proposals, no new proposals may be introduced for consideration during the course of these negotiations without mutual consent of the parties.
- F. SUBSEQUENT NEGOTIATIONS SESSIONS:** All subsequent negotiation sessions shall be scheduled by the negotiating teams. Either party may request the time and place of the next negotiation session prior to adjourning the session that is in progress.
- G. LATE OR CANCELED SESSIONS:** When unforeseen circumstances make it impossible for the chief spokesperson for either party to be in attendance, or cause him/her to be late, it shall be the duty of that team to notify the other as promptly as possible. Both parties shall agree to a time, date, and place for the next negotiation session.
- H. WRITTEN PROPOSALS AND COUNTERPROPOSALS:** All subsequent proposals and counterproposals shall be in written or typed form.
- I. PRIVATE NEGOTIATIONS SESSIONS:** All negotiations sessions shall be closed to anyone other than negotiating teams.
- J. CAUCUS:** Either team may call for a caucus at any time. A caucus shall be for no more than thirty (30) minutes for each occurrence.

K. REPRESENTATION: The Association, through its executive committee, shall appoint up to four (4) representatives including one professional/layman consultant to negotiate with up to four (4) representatives officially appointed by the Board. All negotiations shall be conducted exclusively between said teams.

1. **AUTHORITY TO NEGOTIATE:** The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make and consider proposals and counterproposals, and to make concessions in the course of negotiations so as to reach agreements.

L. AGREEMENT: No final agreement shall be executed without ratification by the Association, and adoption by the Board.

1. **TENTATIVE AGREEMENT:** Tentative agreement on negotiation items shall be reduced to writing and initialed by the representatives of each party, but such initialing shall not be construed as final agreement, and either party may revise an initialed agreement until all items have been agreed to by the respective negotiation teams, and the contract is complete.

2. **RATIFICATION:** When substantive agreement is reached, it shall be reduced to writing and submitted for ratification to both parties. The negotiation teams pledge that they will favorably recommend the tentative agreement to the groups that they represent.

M. DISAGREEMENT:

1. **GOOD FAITH AND IMPASSE:** The parties pledge themselves to negotiate in good faith and in the event of failure to reach agreement within forty-five (45) working days of the first negotiation session, either party may declare impasse on all unresolved issues being negotiated.

2. **MUTUALLY AGREED-TO DISPUTE RESOLUTION PROCEDURE:** This Dispute Resolution Procedure is mutually agreed to by the parties under ORC 4117.14(C)(1)(f) and is intended to supersede the procedures contained in ORC 4117.14.

a. **CALL FOR MEDIATOR:** Upon declaration of impasse, either party may call for the assistance of a mediator from the Federal Mediation and Conciliation Service and both parties shall participate in mediation.

b. **PERIOD OF MEDIATION:** The Impasse Procedure of this contract shall be completed if an agreement has not been reached within thirty (30) working days of the first meeting of the parties with the mediator. These timelines may be extended by mutual agreement.

ARTICLE 4 GRIEVANCE PROCEDURE

A. DEFINITIONS

1. **GRIEVANCE DEFINED:** A grievance shall be defined to be a complaint alleging a violation, misinterpretation, or misapplication of this contract.
2. **GRIEVANT DEFINED:** An individual, group (two or more) or the Association.
3. **DAYS DEFINED:** "Days" shall mean calendar days except that in computing any time limitation, if the last day of the period is a Saturday, Sunday, a Board recognized holiday, or a day on which the schools are closed, the period shall not expire until the end of the next business day.

B. PURPOSE AND OBJECTIVES: The primary purpose of this procedure shall be to obtain at the lowest administrative level and in the shortest period of time, equitable solutions to grievances, which may arise from time to time.

1. **COMPLAINTS AND INFORMAL DISCUSSIONS:** Nothing contained herein shall be construed as limiting the right of a member to voice a complaint or problem or to discuss a matter informally with any member of the administration or having the problem adjusted without the intervention of the Association.
2. **CONFIDENTIALITY OF PROCEEDINGS:** Both the Board and the Association agree that grievance proceedings shall be handled in a confidential manner and that all hearings shall be private and in executive session unless such hearings directly involve a person who requests to have the hearing held in public.

C. RIGHTS OF THE GRIEVANT AND THE ASSOCIATION

1. **GRIEVANCE FORM:** Every grievance shall be filed on the official grievance form. Every grievance shall cite the specific article or provision of the contract alleged to have been violated, misinterpreted, or misapplied.
2. **RIGHT TO REPRESENTATION:** Any person may appear in his/her own behalf or may be represented at each level of the grievance after the informal discussion level.
3. **NOTIFICATION TO ASSOCIATION:** The President of the Association shall receive prior notice of each meeting held to resolve a grievance.

4. **DECISIONS IN WRITING:** Decisions rendered at each level will be made in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties.
 5. **GRIEVANCE RECORDS:** No records, documents, or communication concerning a grievance will be placed in the personnel file of an individual grievant.
 6. **GRIEVANCE RESOLUTION AT LOWEST LEVEL:** All grievances shall be filed at the lowest possible level. The lowest possible level means that level of the grievance at which the administrator deciding the grievance has the authority to make a decision.
 7. **MEETING TIME AND PLACE:** A hearing held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, to attend.
 8. **ASSOCIATION RIGHT TO FILE:** The Association, as such, shall have the right to file a grievance, if the subject matter involved concerns an alleged violation of the negotiated contract as respects rights or privileges granted to the Association, under the Association rights provisions contained in Article Two.
 9. **ASSOCIATION RIGHT TO PURSUE:** Nothing in this contract shall prohibit the Association from exercising discretion in resolving to pursue or not to pursue a grievance. A grievance may be withdrawn at any level of the grievance procedure without prejudice.
 10. **PRESENTATION OF EVIDENCE:** A grievant shall have the right to present his/her grievance at all levels of the procedure. He/she shall be provided the opportunity to submit any evidence to support his/her position.
- D. TIME LIMITS:** The number of days indicated at each step shall be considered a maximum. The time limits may be extended by mutual consent.
1. **TIME LIMITS FOR INITIATING GRIEVANCE:** A grievance must be filed in writing within twenty (20) days after the grievant knew or reasonably should have known of the condition upon which the grievance is based. Failure to file a grievance within the twenty (20) day time limit constitutes a waiver of the right to file a grievance. If a condition is recurring, the twenty (20) day time limit will be applied to the most recent occurrence.
 2. **TIME LIMITS FOR APPEALING TO NEXT LEVEL:** Unless otherwise stated herein, grievances must be appealed to the next step of the grievance procedure within ten (10) days of the receipt of the decision of the administrator at the last hearing level. Failure to do so shall constitute

an acceptance of the decision of the administrator at the last level of the grievance procedure.

3. **ADMINISTRATION FAILURE TO RESPOND:** Failure of the administration to respond to a grievance within the time provided at each level of the grievance procedure shall constitute an automatic appeal to the next step of the grievance procedure.

E. GRIEVANCE PROCEDURE

1. **LEVEL I – INFORMAL WITH APPROPRIATE SUPERVISOR OR PRINCIPAL:** The grievant shall first discuss his/her grievance with the appropriate supervisor or principal with the objective of resolving the grievance informally. The grievant shall state to the administrator at the end of the conference that this is Level One of the Grievance Procedure.
2. **LEVEL II – WRITTEN FORMAL WITH APPROPRIATE SUPERVISOR OR PRINCIPAL:** In the event the grievant is not satisfied with the discussion at Level One, the grievant may file a grievance in writing with the Association and the administrator involved in the Level One discussion. The grievance must be filed within the time limits set forth in this Article.
 - a. **LEVEL II MEETING:** Within five (5) working days of receipt of the written grievance, the administrator shall schedule a meeting and notify the grievant and the President of the Association of the time and place for the meeting.
 - b. **LEVEL II DECISION:** Within five (5) working days following the Level Two meeting, the administrator shall render a written decision which will include the specific reasons for his/her decision.
3. **LEVEL III – SUPERINTENDENT:** In the event that the grievant is not satisfied with the disposition of the grievance at Level II and an appeal is timely filed within five (5) working days to the Superintendent or his/her designee at Level III, the Superintendent or his/her designee shall schedule a hearing within five (5) working days of receipt of the notice of appeal.
 - a. **LEVEL III MEETING AND DECISION:** A meeting shall be scheduled between the Superintendent or his/her designee, the grievant, and the grievant's representative if requested within five (5) days of the receipt of the notice of appeal by the Superintendent or his/her designee and a written decision shall be rendered within ten (10) working days of said meeting.
4. **LEVEL IV – ARBITRATION:** If the grievant is not satisfied with the disposition at Level III, and an appeal is timely filed within five (5) working

days of the decision of the Superintendent to the Treasurer of the Board, the grievance shall be referred to arbitration.

- a. **SELECTION OF ARBITRATOR:** The arbitrator shall be chosen from a list provided by the American Arbitration Association. Selection of the arbitrator and conduct of the hearing shall be in accordance with the voluntary rules and regulations of the American Arbitration Association. The arbitrator shall hold a hearing and issue his/her decision within the time provided by the rules and regulations of the American Arbitration Association.
- b. **DECISION OF ARBITRATOR:** The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding.
- c. **LIMITATION OF THE ARBITRATOR:** The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted or to submit observations or opinions which are not essential in reaching his/her determination. The arbitrator shall have no authority to interfere with management prerogatives of the Board nor limit or interfere in any way with the powers, duties, rules and regulations having the force and effect of law.
- d. **COST OF ARBITRATION:** The cost for arbitration shall be borne by the party found not in favor by the arbitrator.
- e. **PRESENTATION OF EVIDENCE AT ARBITRATION:** At an arbitration hearing, both sides shall have the right to present their case, cross-examine witnesses and make final summaries, with either party having the right to waive any or all of the foregoing.
- f. **PARTIES TO/WITNESSES FOR ARBITRATION:** All bargaining unit members who are parties to an arbitration, as well as up to two (2) bargaining unit members subpoenaed as witnesses to testify at such arbitration, shall be released from teaching duties with pay. In the case of an Association grievance, the Association President shall be the grievant.
- g. **RESOLUTION PRIOR TO ARBITRATION HEARING:** In the event the Board grants the grievance prior to the arbitration hearing and the cancellation of the hearing results in a fee due to the arbitrator, the Board shall be solely responsible for the cancellation fee unless the parties mutually agree otherwise. In the event the Association withdraws the grievance prior to the arbitration hearing and the cancellation of the hearing results in a fee due to the arbitrator, the

Association shall be solely responsible for the cancellation fee unless the parties mutually agree otherwise. If the parties settle a grievance prior to the arbitration hearing and the cancellation of the hearing results in a fee due to the arbitrator, the parties shall split the cancellation fee equally unless the parties mutually agree otherwise.

ARTICLE 5 EMPLOYMENT PRACTICES

- A. EMPLOYMENT:** Professional staff members employed by the Board shall have proper certification and a Bachelor's degree or higher from a college or university accredited by the Ohio Department of Education, or as permitted by law. All newly hired teachers will be required to meet requirements for "highly qualified teacher" as per NCLB and State of Ohio.
- B. VACANCIES:** A vacancy shall be defined as an open position or a newly created position that the Board determines to fill and that remains open after the Superintendent has made assignments.

C. VOLUNTARY TRANSFER

1. The Superintendent shall cause a list of known vacancies to be posted for five (5) calendar days to employees' e-mail accounts. Vacancies occurring between August 1 and four (4) days before the first day of instruction will be posted for three (3) days. Vacancies occurring three (3) days or less before the first day of instruction will be treated as a vacancy during the school year and section (E) below will be followed.
2. Teachers who desire a change in grade and/or subject assignment; may file a written statement of such desire with the Superintendent no later than five (5) calendar days after the posting. In cases of urgent necessity, the Superintendent may fill a vacancy within the five (5) day period upon consultation with the Association president.
3. In acting on requests for voluntary transfer, the following criteria shall apply: all other qualifications for positions being equal as determined by the Board, seniority shall be the final determining factor in filling a vacancy and/or transfer.

D. INVOLUNTARY TRANSFER

Every effort shall be made to fill vacancies utilizing voluntary transfers. A certificated employee of the District shall be notified in writing, on or before May 30 of any intent to transfer said employee to another assignment. The teacher may request a meeting with the Superintendent to discuss the transfer. If the transfer must be made after May 30, the Superintendent or his designated

representative shall make every reasonable attempt to establish a meeting with the teacher and shall provide reasons in writing for such transfer. If said meeting cannot take place, notice shall be sent by certified mail to the teacher's last known address. No employee shall be involuntarily transferred in an arbitrary or capricious manner or for disciplinary reason(s).

E. VACANCIES DURING SCHOOL YEAR

When a teacher resigns, becomes deceased, retires, has a doctor's release for the remainder of the school year or is granted an unpaid leave of absence, if the Board determines to fill the vacancy, the position will be posted and the replacement teacher will be given a limited contract for the remainder of the school year. The replacement teacher will automatically be nonrenewed effective at the end of the school year. Except when the position is within sixty (60) days prior to the end of the school year, then the teacher will be hired on a substitute basis.

F. REDUCTION IN FORCE (RIF)/RECALL

1. **REASONS FOR REDUCTION IN FORCE:** The Board may deem it necessary to reduce staff as the result of a decline in student enrollment, financial reasons, return to duty of professional staff members after leaves of absence, suspension of schools, or territorial changes affecting the district, elimination of programs due to termination of state or federal funds, or as the result of changes in course offerings and curriculum.
2. **REDUCTION IN FORCE PROCEDURE:** If staff reduction is deemed necessary under Article 5(F)(1), the reduction shall be made as follows:
 - a. **SUSPENSION OF CONTRACTS, NON-TENURED TEACHERS:** Suspension of contract shall occur to non-tenured teachers first and shall be based upon the recommendation of the Superintendent who shall recommend the suspension of contracts by area of certification/licensure beginning with the teacher who has the lowest rating on his/her evaluation. If two (2) or more teachers have comparable evaluations, layoff will occur in reverse order of seniority.
 - b. **SUSPENSION OF CONTRACTS, TENURED TEACHERS:** If the suspension of contract is necessary for any tenured teacher, this shall be based upon the recommendation of the Superintendent who shall recommend the suspension of contracts by area of certification/licensure beginning with the teacher who has the lowest rating on his/her evaluation. If two (2) or more teachers have comparable evaluations, layoff will occur in reverse order of seniority.

- c. For the 2016-2017, 2017-2018, and 2018-2019 school years, only the teachers' rating on the performance portion of the evaluation will be used for layoff decisions. Evaluation ratings within the same category shall be considered comparable. If two (2) or more teachers have comparable evaluations, the teacher with the least seniority shall have his/her contract suspended first. For the 2016-2017, 2017-2018, and 2018-2019 school years evaluation ratings within the categories of skilled and developing shall also be considered comparable with each other.
- d. **EMPLOYMENT/SENIORITY DEFINED:** For purposes of this section, employment/seniority will be defined as the length of continuous service as a certificated/licensed employee in this district.
 - 1. If two (2) or more employees have the same length of continuous service, seniority will be determined by:
 - a. The date of the Board meeting at which the member was hired;
 - b. The date the member signed his/her initial limited contract in the District;
 - c. Overall years of teaching service in the District; and
 - d. The member affected will be determined by the Superintendent.
 - e. **ATTRITION:** To the extent possible, the number of staff members affected by a reduction in force will be minimized by not employing replacements for staff members who retire, resign, or whose limited contracts are not renewed for reasons other than reduction in force.
- 3. **TEACHERS HOLDING TEMPORARY LICENSURE:** If a professional staff member has been required to obtain temporary licensure to meet the requirements of the current teaching assignment and also holds licensure in other teaching fields, that teacher shall be placed with the appropriate contract or higher certification/licensure areas for purposes of order of suspension of contracts.
- 4. **RECALL RIGHTS:** Members whose contracts have been suspended shall have rights to recall as follows:
 - a. **ORDER OF RECALL:** First recall shall be of tenured professional staff members in reverse order of layoff within the professional staff member's preferred area of certification, then by other areas of certification. The professional staff member's preferred area(s) of certification in any area(s) in which the member holds a professional license/certificate. If vacancies cannot be filled by

tenured teachers, then non-tenured teachers, in reverse order of layoff, shall be eligible first in preferred area of certification/licensure, then by other areas of certification/licensure.

- b. **TIME ON RECALL:** The recall list shall be maintained for a period of one (1) year after the effective date of the layoff. Thereafter, an employee on layoff shall lose his/her right to recall.
 - c. **NOTICE OF RECALL:** Notice of recall shall be sent via registered mail to the employee on the recall list who is eligible to be recalled to the vacancy. If the employee does not accept the position offered and/or does not respond within ten (10) days of receipt of the notice of recall to the employee, the employee shall be deemed to have rejected the offered position and shall be removed from the recall list.
5. **NOTIFICATION OF RIF TO ASSOCIATION:** When staff reduction is necessary as specified in Article 5(F)(1), the Superintendent shall give notice of the intent to recommend the suspension of contracts to the Association sixty (60) calendar days prior to Board action to reduce staff and to all professional staff members so affected sixty (60) calendar days prior to Board action to reduce staff.
 6. **NOTIFICATION OF RIF DUE TO LOSS OF STATE OR FEDERAL FUNDS:** In the specified case of programs being terminated by loss of state or federal funds, and if time allows no notice, the Superintendent shall give no less than five (5) days written notice of the reduction to the specific staff member(s) whose contract is/are being suspended. A copy of said notice shall be sent at the same time to the Association.
 7. **SENIORITY LISTING:** A list shall be prepared and kept updated ranking all tenured teachers in the District by seniority, giving areas of certification and present teaching and building assignment; then all non-tenured teachers in the District by seniority, giving areas of certification and present teaching and building assignment. The Association shall receive copies of this list and written reasons for the reduction in staff.

G. TERMINATION AND NON-RENEWAL

1. **CONTINUING CONTRACT OR MULTI-YEAR CONTRACT TEACHERS:** Teachers on continuing contracts and teachers on multi-year limited contracts during the term of the contract shall be terminated for the reasons contained in and in the manner set forth in 3319.16 and 3319.161 of the Ohio Revised Code.
2. **LIMITED CONTRACT TEACHERS:** Teachers on limited contracts who are in the final year of their limited contract and are up for renewal may be non-renewed by the Board in the manner set forth in 3319.11 of the Ohio

Revised Code. However, if for reasons as stated in Article 5(F)(1), Reasons For Reduction In Force, the Board deems it necessary to reduce staff, the Board shall follow the provisions of Article 5(F) in lieu of non-renewing a teachers' contract. Exceptions will be upon the return to duty, of professional staff members, after leaves of absence. In this circumstance, the Board may choose to non-renew, RIF, or rehire the substitute replacement teacher employee for another available position.

3. **EXTENDED LIMITED CONTRACT:** When a teacher becomes eligible for a continuing contract, the Superintendent may recommend an extended limited contract for the duration of one or two years for professional development purposes.

- H. **CHANGES IN JOB DESCRIPTIONS:** Changes in job descriptions shall be in accordance with provisions of Ohio Revised Code 4117.

- I. **NOTIFICATION OF CONTINUING CONTRACT STATUS:** All limited and continuing contracts shall be issued in accordance with the law and shall not be contrary to the provisions of the contract between the Association and the Board.

- J. **CONTRACT SEQUENCE:** The initial employment contract of a bargaining unit member shall be for a term not to exceed one (1) year. Thereafter, if the bargaining unit member is not eligible for continuing contract status and is re-employed at the expiration of an expiring limited contract, the successor contract shall be for a term as follows:

First Contract	-	One Year Contract
First Renewal	-	One Year Contract
Second Renewal	-	Two Year Contract
Subsequent Renewals	-	Three Year Contract

- K. **EMPLOYMENT OF RETIRED TEACHERS:** Teachers who have retired and who are or will be receiving benefits through STRS may be employed by the Manchester Local School District Board of Education. There shall be no expectation that any such teacher, whether formerly an employee of the Manchester Local School District or not, will be offered employment. The District reserves the right to offer or not offer such employment selectively, based on the needs of the District, and no reason will be given for declining to offer such employment to anyone pursuant to this provision.
 1. **SALARY:** The salary to be paid to the retired teacher shall be based on the appropriate placement on the existing teacher salary schedule training column with years of experience being granted to a teacher hired pursuant to this provision to be determined by the Board but no less than five (5) years or more than fifteen (15) years. Retired teachers hired under this provision may progress on a yearly basis to a maximum of fifteen (15) years experience. To the extent this provision shall be in conflict with

Chapter 3317 of the Ohio Revised Code or any other section of the Ohio Revised Code, this subparagraph shall supersede and replace those sections of law with which it is in conflict.

2. **INSURANCE:** Individuals employed pursuant to this provision shall secure their health, dental, and/or vision insurance coverage as provided by the collective bargaining agreement. Returning retirees are not entitled to any life insurance, severance benefits or retirement incentive benefits.
3. **CONTRACT:** Teachers employed pursuant to this provision shall receive one (1) year limited contracts only and shall not be eligible for continuing contracts, regardless of their years of service or license held. Each one (1) year contract shall automatically expire upon the completion of the year and it shall not be necessary for the District to take formal action to not re-employ the employee pursuant to 3319.11, Ohio Revised Code, in order to terminate the employment relationship. The employment relationship shall end upon the expiration of the contract in the same manner as a supplemental contract.
4. **RIGHTS:** Teachers employed pursuant to this provision may not post for vacancies, do not maintain bumping rights, and have no seniority rights over any other teacher.
5. **LEAVES:** Teachers employed pursuant to this provision accumulate 1.25 days of sick leave each month for a maximum of thirty (30) days. They shall receive three (3) personal days but will not be eligible for a non-use stipend payment.
6. **TERMS:** All of the terms and conditions of employment, set forth in the preceding subsections, shall supersede and replace any sections of the Ohio Revised Code with which they are in conflict, to the extent permitted by law, including but not limited to, sections 3319.11, 3319.111, 3319.12, 3319.17, Chapter 3307, 3313.202, 3319.08, 3319.141, 3317.13 and 3317.14.

ARTICLE 6 WORKING CONDITIONS

- A. **PROFESSIONAL STAFF EVALUATION:** Procedures for professional staff evaluations, inclusive of evaluation timeline, are attached in Appendix G.
- B. **PERSONNEL FILES**
 1. **MAINTENANCE OF ONE FILE:** Only one personnel file shall be maintained for each employee at the Central Office and only one file at the assigned school. All file entries shall be signed and dated by the Supervisor submitting the entry. The bargaining unit member shall receive

a copy when the entry is made. The file shall contain a record of those who reviewed the file, if known, and the date of the review.

2. **FILE CONTENTS:** The file shall be limited to work performance, discipline and routine personnel data. No misleading, inaccurate, invalid information or anonymous documents shall be included in the file.
 3. **REVIEW OF FILE:** The employee shall be permitted to review the contents of the employee's file at all reasonable times and may be accompanied by an Association representative. In addition, the employee may permit, by written notice, an Association representative to review the employee's file. Access to the file by any person shall be in accordance with the provisions of the Ohio Public Records Act.
 4. **EMPLOYEE'S RIGHT TO RESPOND:** The employee shall have the right to rebut or add written comments to any information in the file.
- C. PROGRAM-PLANNING:** When the Board elects to study, promote, or finance building program(s), other than day-to-day, and/or maintenance and repair work, it shall allow the Association president or designee to hear the plans, and participate in discussions relative to the plans. After this, the Board shall have the sole authority and responsibility in taking whatever action it feels necessary.
- D. ACADEMIC FREEDOM:** Academic freedom will be granted to professional staff members in order to create in the classroom an atmosphere of freedom which permits students to raise questions dealing with critical issues of the time and which maintains an environment conducive to the study, investigation, presentation, and interpretation of facts which stress the interplay of ideas.
1. **CITIZEN COMPLAINT:** Reference Board Policy, KLD. Association President will be notified of any written complaints.
- E. SCHOOL YEAR DEFINED:** The school year for regularly contracted professional staff members shall be defined as one hundred eighty-two (182) days. This is made up of one hundred eighty days of instruction and two days of in-service. The actual dates of service shall be set by the Board.
- F. SCHOOL CALENDAR:** No Later than November 1 of each school year, the Superintendent and two (2) representatives of the Association shall meet to discuss and mutually agree to no more than two (2) proposed school calendars. The Association will then submit the two (2) proposed calendars to its membership for a vote. The Association shall notify the Superintendent within ten (10) days of receipt of the proposed calendars as to the results of the vote. The votes will be added to the OAPSE vote and the calendar with the most votes will be presented to the Board for adoption.
- G. SCHOOL DAY:** The school day shall not exceed seven hours and thirty minutes except in cases of faculty meetings.

1. **FACULTY OR OTHER PROFESSIONAL MEETINGS:** Professional staff members may be required to remain after the end of their student day without additional compensation for up to 3 hours every two (2) months.
- H. **PLANNING TIME:** Professional staff members shall be given planning time each work day. This planning time shall consist of a minimum of 200 minutes per week. Administration shall strive to provide forty (40) consecutive minutes planning time per workday. If forty (40) consecutive minutes on any given work day is not possible, then the affected staff member shall have no less than thirty (30) consecutive minutes plus an additional twenty (20) consecutive minutes for each affected day. This additional ten (10) minutes per day shall increase the total two hundred minutes per week, respectively.
- I. **PERSONAL TELEPHONE USE:** All professional staff members of the bargaining unit shall have free access to a telephone in order to make emergency or private telephone calls. Private telephone calls will not interfere with regular class assignments during the school day.
- J. **FACULTY LOUNGE:** Professional staff members shall have at least one enclosed room designated as a Faculty Lounge in each school. Professional staff members shall be permitted to have coffee making devices in the lounges. Use of refrigeration will be available for professional staff members.
- K. **TEACHER WORK AREA:** A working area shall be provided for members who do not have use of their own classroom during their planning time.
- L. **INSTRUCTIONAL SUPPLIES, EQUIPMENT, FACILITIES NEEDS:** Prior to March 10 of each year, professional staff members may submit to their Administrator a list of the instructional supplies, equipment, facilities needed to perform the assigned teaching job for the following year. Said list shall be considered by the Board in developing budgeting plans for the coming school year, but shall not be binding on the Board.
 1. **MASTER BUILDING INVENTORY:** Bargaining unit members may be requested by the building administrator to complete an inventory.
- M. **MAINTENANCE REQUESTS:** Each teacher will be responsible for reporting items needing attention.
- N. **SCHOOL CLOSINGS:** Should it be determined by the Superintendent that schools cannot be opened for students, the professional staff members will not be required to report to school. Should the opening of schools be delayed by the Superintendent, members may report on an equally delayed schedule if their personal safety is in jeopardy. Furthermore, if students are released early due to weather related hazardous road conditions, professional staff members shall be released within thirty (30) minutes after the students are dismissed.

- O. TEACHING ENVIRONMENT/HEALTH AND SAFETY:** Professional staff members will work under safe and healthful conditions meeting the minimum provisions of ORC 4167.
- P. NOTIFICATION OF COMPLAINT:** In an effort to resolve all complaints internally, the administration will be notified of the situation and shall strive to resolve the situation expeditiously.
- Q. CLASS SIZE:** The Board shall strive to maintain a minimum class size suitable to the subject area, with special consideration for children, teachers, class space and funding available. In addition, the Board will comply with state minimums and Federal law pertaining to class size.
- R. INCLUSION:** Teachers shall receive in-service training, as needed, regarding Inclusion/IEPs at the beginning of each school year and/or throughout the school year. Any teacher assigned a special education/handicapped student shall have the right to participate in the IEP Conference and shall have the right to request to reopen any IEP established for a student assigned to his/her classroom. No bargaining unit member shall be required to administer medications, medical procedures, or other health or sanitary procedures except as required by job description and/or when standing in loco parentis.
- S. SUPPLIES, EQUIPMENT, TEXTS, AND INSTRUCTIONAL MATERIALS:** Professional staff members will be provided with texts, supplies, and other materials necessary to teach assigned courses. Each teacher shall receive a minimum of \$150.00 per year to purchase classroom supplies that are not available through regular channels. Receipts for the \$150.00 stipend must be submitted by April 1 of each year.
- T. PROFESSIONAL STANDARDS:** The Board will expect professional staff members to dress appropriately and conduct themselves in a professional manner.
- U. DISTRICT CURRICULUM COUNCIL:** The Superintendent or his designee will work with the Association to establish a District curriculum council for the purpose of articulation of curricular issues, professional development, and programming.
- V. PARENT-TEACHER CONFERENCE:** Upon a parent's request, the teacher will have a conference with said parent at a mutually acceptable time. At times teachers recognize the need to meet with parents to discuss matters pertaining to the student. The teacher shall attempt to initiate a Parent-Teacher conference under such circumstances.
- W. DRUG TESTING:** If the Superintendent or designee has reason to believe that a member of the bargaining unit is under the influence of drugs and/or alcohol while performing contractual duties, the Superintendent or designee may require

the employee to take a drug and/or alcohol test at Board expense. Failure to take the test when directed to do so shall be grounds for dismissal.

X. PROGRESSIVE DISCIPLINE: An employee shall only be disciplined for just cause and discipline shall not be used as harassment. Equal treatment shall be afforded all bargaining unit members.

1. **RIGHT TO HEARING:** No employee shall be disciplined without first having had a hearing with an Association representative of his/her choice present if the employee so requests.
2. **RIGHT TO WRITTEN STATEMENT:** The employee shall be given a written statement containing the charges and a copy shall be given to the Association President. The time and place of the hearing shall be mutually determined. The written statement shall notify the employee of his/her rights to Association representation.
3. **PURPOSE OF PROGRESSIVE DISCIPLINE:** Disciplinary action shall consist of a course designed to improve the quality of the employee.
4. **PROGRESSIVE DISCIPLINE PROCEDURE:** Except in cases where the presence of the employee on the job or at their work location shall pose a threat to the health and safety of the employee or others or the employee commits an act which is serious enough to warrant suspension or dismissal as determined by the Superintendent, the measures of discipline shall follow in the order listed below:
 - a. **LEVEL I:** The first offense shall result in an informal discussion of the offense and a record of the discussion may be added to the employee's personnel file.
 - b. **LEVEL II:** The second offense shall result in a formal written warning being added to the employee's personnel file.
 - c. **LEVEL III:** The third offense may result in possible suspension without pay or termination.
5. **NOTIFICATION OF DISCIPLINE HEARING:** An employee and the respective Association building representative(s) shall receive notice of a discipline hearing no later than the end of the day prior to the day of the discipline hearing.
6. **DISCIPLINARY ACTION INVALIDATION:** All records of a disciplinary action shall be deemed invalid after two (2) years if there has been no same or similar action of the same offense. However, if disciplinary action is severe enough to result in a suspension, all records of these types of disciplinary actions shall be deemed invalid after five (5) years, if there has been no same or similar action of the same offense.

7. **DISCIPLINE COMMENSURATE WITH OFFENSE:** Any discipline determined to be warranted shall be commensurate with the offense.
 8. **RIGHT TO GRIEVE:** An employee may appeal any disciplinary action directly to Level III of the Grievance Procedure. If the matter is not satisfactorily resolved at this level, the employee may proceed to arbitration. Any discipline that results in termination would be dealt with pursuant to 3319.16 of the Ohio Revised Code.
- Y. ALLEGATION OF UNPROFESSIONAL CONDUCT:** When the Board and/or its designee reports a bargaining unit member to the Ohio Department of Education (ODE) for an allegation of unprofessional conduct, the Board shall immediately inform the reported member of the action and provide a copy of the report submitted to ODE.
- Z. MILEAGE RATE:** Those professional staff members in the bargaining unit receiving a mileage allowance shall be paid the rate which is recognized allowable by IRS for business deductions.
- AA. EMPLOYEE/STUDENT ATTENDANCE AT MANCHESTER LOCAL SCHOOLS:** The children of employees will be permitted to attend Manchester Local Schools according to Board Policy JECB.
- BB. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE STRUCTURE:** In accordance with ORC 3319.22, Local Professional Development Committees (LPDCs) shall review and verify standards and requirements for obtaining, upgrading and renewing temporary, associate, provisional and professional educator licenses.
- CC. DISTRICT LPDC:** The District LPDC shall decide equivalent activities toward Continuing Education Units (CEUs); develop a format for Individual Professional Development Plan proposals for District-wide use; other appropriate District-wide program decisions; establish appropriate training for all members of the District LPDC; review breaches of confidentiality and establish and implement an Appeals Procedure.
1. **DISTRICT LPDC MEMBERSHIP:** The District LPDC shall be comprised of five (5) members, the majority of which shall be classroom teachers. A supplemental contract shall be issued for District LPDC members and the District LPDC Chair. The District LPDC shall be in place prior to the end of each school year.
 - a. **LPDC ADMINISTRATOR MEMBERS:** Administrative members shall include two (2) administrators as designated by the Superintendent.
 - b. **LPDC TEACHER MEMBERS:** Three (3) teacher members, one (1) from the Elementary and one (1) from the High School, and one

- (1) at large member shall be elected by simple majority by all teachers by May 1.
- c. **ELECTION AND TERMS OF LPDC TEACHER MEMBERS:** A LPDC election chair shall be appointed by the Association President. The election chair shall select two (2) additional association members to serve on the election committee. The election shall be conducted by secret ballot with nominations held five (5) workdays prior to the election. LPDC members shall be elected to two (2) year terms in a staggered rotation. Every odd year, one (1) High School and one (1) Elementary teacher members' terms will expire and every even year, the at large teacher member's term will expire. Committee members may succeed themselves.
- d. **FILLING VACANCIES OF TEACHER MEMBERS:** Should a vacancy occur among the teacher members of the LPDC, the next-highest vote-getter for that position shall fill the unexpired term. If there is no such person, a special election shall be held.
2. **DISTRICT LPDC OPERATING PROCEDURES:** Members of the District LPDC shall elect a chairperson at the first meeting of each year. Additionally, the LPDC shall determine its operating procedures and meetings schedule by consensus. Meetings shall be held, when possible, to keep District costs at a minimum. Where consensus is not possible, a vote of 70% of the full membership of the committee shall be required for action.
3. **LPDC PLAN REVIEW AND APPROVAL:** The LPDC shall review and approve individual professional development plan proposals by teachers and administrators based on the format and program established by the District LPDC and the rules and regulations of the Ohio Department of Education.
4. **TEACHER INDIVIDUAL PROFESSIONAL DEVELOPMENT PLAN:** In accordance with ORC 3319.22 and Department of Education Rule 3301-24-08, each educator wishing to fulfill the license renewal or upgrade requirements is responsible for the design of an Individual Professional Development Plan as established by the District LPDC. The plan shall be based on the needs of the educator, the students, the school, and the School District.
5. **APPEALS PROCESS:** An educator may request a written explanation of the decision of the LPDC and may appeal the decision to the District LPDC. Upon receipt of an appeal, the District LPDC shall meet within ten (10) days with the educator and representative(s) of the building level LPDC. The appeal shall be filed with the Chairperson of the District

LPDC. The decision of the District LPDC shall be final and binding, however, an educator shall retain the right to file a grievance or other appropriate legal action relating to allegations of unlawful discrimination.

6. **CONFIDENTIALITY:** All members of the District LPDC shall keep confidential all discussions, actions, materials and other information. Breaches shall be reported to the District LPDC for appropriate action.

DD. RESIDENT EDUCATOR MENTORS:

Resident Educator Mentors shall be chosen on a voluntary basis from among those members that are eligible. Mentors must complete all state mandated requirements to be eligible to serve as a mentor. Mentors will be assigned by the Administration.

EE. TOBACCO FREE

Tobacco use, including alternative nicotine products and vapor products, is prohibited at all times inside Board-owned buildings or vehicles, on Board-owned property, and during school-related student trips.

**ARTICLE 7
LEAVES OF ABSENCE**

A. PERSONAL LEAVE

1. **PERSONAL LEAVE ACCUMULATION:** Up to three (3) days of unrestricted personal leave shall be granted per school year.
2. **NOTIFICATION OF USE OF PERSONAL LEAVE:** Notice shall be given to the principal at least seventy-two (72) hours in advance in writing. In an emergency situation which makes it impossible to give the seventy-two (72) hour notice, this requirement will be waived provided notice is given promptly by the member upon his/her discovering the need to use personal leave. Leave must be entered into Kiosk within five (5) workdays upon return to work. Failure to follow this procedure will result in the leave being unauthorized and will be treated as an unpaid day.
3. **RESTRICTIONS ON USE OF PERSONAL LEAVE:** Personal leave shall not be contiguous to a school vacation or holiday unless approved by the Superintendent. Personal leave shall be taken in units no smaller than one-half day. No more than 10% of the building membership may use personal leave on any given day unless for emergencies approved by the Superintendent. Personal days may not be used during the last ten (10) days of the school year unless for emergencies, approved by the Superintendent.

B. SICK LEAVE

1. **ANNUAL ALLOWANCE:** Sick leave will accrue at the rate of 1.25 days for each completed month of service to the maximum of fifteen (15) days for each completed year of service to be used for absences caused by illness or physical disability of the member or immediate family.
2. **IMMEDIATE FAMILY DEFINED:** For the purpose of injury or illness or death in one's immediate family, immediate family will be interpreted as spouse, child, father, mother, sister, brother, grandparent, grandchild, father-in-law, mother-in-law, stepchild.
3. **OTHER FAMILY:** With the approval of the Superintendent or designee, up to two (2) days of sick leave may be used due to sickness or injury or death to anyone not listed above residing in the same household.
4. **RE-EMPLOYMENT; CREDIT FOR PREVIOUS PUBLIC EMPLOYMENT:** Pursuant to state law (Section 3319.141), a member re-employed by the Board will receive full credit for sick leave accumulated both in the prior employ of the Board and in the employment of other agencies of the State of Ohio shown in the records of the last employing organization to 200 days accumulation within ten (10) years of leaving the previous employment.
5. **NOTIFICATION OF SICK LEAVE:** When an employee is sick and unable to report for work, he/she shall notify his/her building principal or designee no later than sixty (60) minutes before the start of his/her work day. Failure to do so will result in the day being unpaid, unless there is good cause for the failure of notification.
6. **ACCUMULATION OF SICK LEAVE:** The maximum number of sick leave days accumulated shall be 200 days.
7. **APPROVED USE OF SICK LEAVE DAYS:** Sick leave may be used by all professional staff members for those reasons and situations enumerated in the state statute (ORC 3319.141) personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, or for absence due to illness, injury or death in the employee's immediate family. Leave must be entered into Kiosk within five (5) workdays upon return to work. Failure to follow this procedure will result in the leave being unauthorized and will be treated as an unpaid day.
8. **SICK LEAVE USE/ACCUMULATION ON LEAVE OF ABSENCE:** No employee shall lose his/her accumulated allowance of unused days of sick leave by reason of having been on leave of absence nor shall he/she accumulate any additional days of allowance during his/her leave of absence.

9. **EXCESSIVE USE OF SICK LEAVE:** A teacher may be required to provide a medical explanation after ten (10) days absence during a school year. If the immediate supervisor suspects he/she is abusing sick leave, he/she may be required to obtain a physician's statement.
 10. **EXHAUSTION OF SICK LEAVE:** In the event a teacher uses all of his/her sick leave, the Board shall permit said employee to remain on current board insurance plan under FMLA and under COBRA requirements provided said employee pays any and all insurance premiums to the District. As a condition of said agreement, the teacher shall furnish the Board written verification from a physician of the need for the teacher to remain away from employment.
 11. **FALSIFICATION OF SICK LEAVE USE:** If an employee falsifies a request for sick leave, he/she shall be subject to discipline under Article 6(X). The falsification of sick leave statement is grounds for suspension or termination of employment.
 12. **SICK LEAVE ADVANCEMENT:** Each new employee or member who has exhausted all of their accumulated sick leave, shall be advanced a maximum of five (5) days sick leave, which shall be paid back to the Board upon future accrual by the employee. This advancement is only available once per school year. These five days shall be part of the total number of accumulative days to which the employee is entitled for the year of employment.
- C. **SICK LEAVE BANK:** The purpose of the Sick Leave Bank is to provide paid days for serious personal illness or family illness or death to contributors to the bank who have exhausted their accumulated sick days. Allotments will be limited to participating employees for use only in cases of illness, injury, non-elective surgery occurring under unusual, severe or emergency conditions or death as determined by the Sick Leave Bank Committee (SLBC).
1. **ENROLLMENT:** Employees may enroll in the Sick Leave Bank during the month of September of each school year.
 2. **CONTRIBUTION REQUIREMENT:** Upon enrollment, a member shall contribute one (1) of his/her accumulated sick days to the Sick Leave Bank by September 30th. Days contributed to the Sick Leave Bank are non-returnable. The sick leave bank balance may not exceed 130 days at any time. Any member may contribute up to three (3) additional days each year.
 3. **ASSESSMENTS:** Whenever the total number of available days in the Sick Leave Bank falls below thirty (30), the SLBC may require the Sick Leave Bank enrollees to donate up to one (1) additional day of their accumulated sick days to the Sick Leave Bank.

4. **SICK LEAVE BANK COMMITTEE:** The Sick Leave Bank Committee shall be composed of the Association President and two (2) participating members appointed by the Association President for one (1) year terms.
 5. **SLBC RESPONSIBILITIES:** The SLBC shall review and approve or deny all applications to the Sick Leave Bank. The SLBC shall also determine the necessity for additional contributions to the bank and shall notify bank members of the need for said contributions. The SLBC shall be responsible for reporting data concerning the Sick Leave Bank to the Treasurer. Decisions of the SLBC are final.
- D. UNPAID LEAVE FOR PERSONAL ILLNESS OR DISABILITY:** A member who is unable to teach because of personal illness or disability may be granted an unpaid leave, up to two (2) years pursuant to ORC 3319.13.
- E. ASSAULT LEAVE:** Any individual assaulted as a result of his/her employment or assignment of duties, the Board will grant a leave of absence for a maximum of thirty (30) days per member each school year. The leave may be extended by the Board of Education. The leave will be granted with full pay and benefits status. Assault leave will not be charged to sick leave or any other leave.
1. **NOTIFICATION OF ASSAULT:** The teacher will report the incident to a building administrator immediately.
 2. **NOTIFICATION OF USE OF ASSAULT LEAVE:** Members may request assault leave upon notification to their Building Principal.
 3. **CONFERENCE REGARDING ASSAULT:** Within the suspension period, a conference shall be held with the student, parents, teacher, and administrator and/or a representative of the parties involved. A mutual, acceptable agreement should be reached. A reasonable effort will be made to reassign the student at teacher's request.
 4. The bargaining unit member shall agree to cooperate fully in pursuing any legal or police action by the Board or the State on behalf of the bargaining unit member and/or the Board of Education.
 5. Falsification of either the signed statement of the events or circumstances surrounding the assault or the physician statement shall be grounds for disciplinary action.
- F. CHILD CARE LEAVE:** Upon expiration of sick leave for pregnancy, health leave without pay for the purpose of having a baby, the birth of a baby if no sick or health leave is requested, or the adoption of a pre-school aged child three (3) years or younger, a professional staff member requesting a leave to remain home with the new child shall be granted a leave without pay by the Board.

1. **APPLICATION FOR USE OF CHILD CARE LEAVE:** Except in emergency situations, the member eligible for and desiring the child care leave shall make application for child care leave with the Board at least thirty (30) days prior to the anticipated starting date of the leave.
 2. **LENGTH OF CHILD CARE LEAVE:** At a maximum, child care leave shall be for no more than the remainder of the school year in which it becomes effective, unless the effective date of the leave begins between February 1 and the start of the next school year, in which case it shall be for the remainder of the year in which the leave commences, if any, and the following year, if so requested by the professional staff member. The return of the member on leave shall be at the start of the school year.
 3. **REINSTATEMENT RIGHTS FROM CHILD CARE LEAVE:** A member granted a child care leave shall be returned to a position in the member's area of certification/licensure.
 4. **CONTINUATION OF HEALTH BENEFITS:** Professional staff members on approved unpaid leaves of absence shall have the right to continue coverage of all health benefits at the member's expense as per COBRA regulations.
 5. **PURCHASE OF LEAVE TIME FOR RETIREMENT PURPOSES:** In the event the member on child care leave wishes to purchase the time on leave for retirement purposes, the member shall pay the Board's share, as well as their own, for the cost of purchasing the time on leave for retirement purposes.
- G. FAMILY AND MEDICAL LEAVE:** An employee shall be granted an unpaid leave of absence of up to twelve (12) work weeks pursuant to the terms and conditions of the Family and Medical Leave Act of 1993 (FMLA) and the regulations of the Department of Labor under the FMLA (FMLA regulations).
1. **FMLA YEAR DEFINED:** For purposes of leave under the FMLA, a year shall be defined as a contract year, July 1 through June 30.
- H. PROFESSIONAL LEAVE:** Each professional staff member is entitled to professional leave each year upon approval of the Superintendent. The Superintendent shall not arbitrarily deny professional leave requests.

ARTICLE 8 FRINGE BENEFITS

A. SEVERANCE PAY (REGULAR)

1. **ELIGIBILITY FOR SEVERANCE PAY:** Any professional staff member who resigns his/her employment with the Board for the purpose of

retirement and meets all of the following requirements as of his/her last day shall be eligible for severance pay:

- a. Retirement (disability or service) from active service with the public schools of Ohio.
 - b. The member must be eligible to participate in and receive benefits from the State Teachers Retirement System beginning the first day after his/her last day of employment with the Board.
 - c. The professional staff member must have been employed with the District for at least a minimum of ten (10) consecutive years.
2. **AMOUNT OF SEVERANCE PAY (REGULAR):** Retirement severance pay will be one-fourth of a member's unlimited accumulation of unused sick leave. For severance purposes only, sick leave accumulation will be calculated over the amount specified in Article 7. Teachers will receive a monthly report showing the accumulation and balance of the severance pay account. Supplemental contract salaries are not included in the calculation for this provision.

B. SUPERSEVERANCE: Any member who becomes eligible for retirement through STRS by obtaining any one of the eligibility categories listed below will receive severance pay from the Board in an amount equal to 50% (maximum of 100 days) of his/her unused accumulated sick leave, as provided in Article 7 of this contract, provided the employee retires at the end of the school year in which the member first becomes eligible to retire. Eligibility categories are as follows:

For Retirement Dates	Minimum Age and Years of Service
Through 7/1/2017	Any age and 30 years; or age 55 and 26 years; or age 60 and 5 years.
8/1/2017-7/1/2019	Any age and 30 years; or age 55 and 27 years; or age 60 and 5 years.
8/1/2019-7/1/2021	Any age and 30 years; or age 55 and 28 years; or age 60 and 5 years.
8/1/2021-7/1/2023	Any age and 30 years; or age 55 and 29 years; or age 60 and 5 years.
On or after 8/1/2023	Any age and 30 years; or age 60 and 5 years.

1. **CALCULATION OF SUPERSEVERANCE PAYMENT:** Supplemental contract salaries are not included in the calculation for this provision.
2. **DISABILITY EXCLUSION:** In addition, employees applying for and/or receiving disability retirement are not eligible to participate in this plan.
3. **SUPERSEVERANCE RETIREMENT PROCEDURE:** In order to implement this provision, an eligible member must resign for retirement purposes effective the last day of the school year, with said resignation

being received by the personnel officer no later than April 1 of the year the employee first meets any one of the above retirement criteria.

4. **SUPERSEVERANCE LIMITATION:** A member must take advantage of this plan when he/she first meets any of the criteria for retirement eligibility set forth in Article 8(B) or he/she will forfeit the right to this retirement program forever.
5. **PAYMENT OF SUPERSEVERANCE:** Payment under this plan will be made in a lump sum at the time of retirement. At least thirty (30) days prior to payment of superseverance, the District shall provide the employee with a list of Board approved 403 (B) and 457 providers and the opportunity to roll their superseverance payment into one of the accounts.

C. HOSPITALIZATION AND MAJOR MEDICAL/DENTAL/AND OPTICAL INSURANCE: The Board shall maintain the current insurance plan with Anthem Blue Cross Blue Shield through June 30, 2019. The Employee contribution for a single and family plan shall be 7% per month of the monthly premium of the health, dental and vision insurances in fiscal year 2017. The Employee contribution for a single and family plan shall be 8% per month of the monthly premium of the health, dental and vision insurances for fiscal year 2018. The Employee contribution for a single and family plan shall be 9% per month of the monthly premium of the health, dental and vision insurances in fiscal year 2019. The Board shall pay the remaining portion of the premiums for single and family coverage for all bargaining unit members employed by the Board. If the premium increases by more than 8% in any year, the insurance committee shall meet to mutually agree to changes to the plan to reduce the premium increase to 8% or less. If the committee cannot mutually agree to changes to reduce the premium then the parties agree to reopen the contract to negotiate insurance contribution. This same procedure will be followed if the total premium cost would result in the imposition of the "Cadillac Tax" under the Affordable Care Act (currently projected to be \$10,800 for single coverage and \$29,100 for family coverage beginning in 2019).

1. **PART-TIME EMPLOYEES:** Part-time employees shall receive a pro-rated amount of the Board contribution toward hospitalization and major medical, dental and optical insurances (e.g., The Board shall pay 50% of the premium it pays for a full-time employee for a 50% part-time employee).
2. **CHANGE OF CARRIER:** The Board and the Association agree to reopen negotiations should either party propose a change of carrier. Immediate notice shall be given to the other party regarding the proposed change. Provisions of Article 3, Negotiations, shall govern these in-term negotiations.

3. **JOINT INSURANCE REVIEW COMMITTEE:** When requested by either party, the Board and the Association shall jointly establish a committee composed of three (3) Association representatives, appointed by the Association president, and three (3) representatives of the Board to review the current and other insurance programs, including funding options. This committee shall be advisory in nature and shall have no authority to bargain or modify the existing collective bargaining agreement as it pertains to all current and other insurance programs. Any proposed changes to these programs shall be referred to the parties for review and possible action.
 4. **INSURANCE OPT-OUT:** A bargaining unit member employed by the Board on a full-time basis may, upon proof of other insurance coverage, annually elect to withdraw from the family plan medical/hospitalization benefits as provided in Article 8(C) and shall receive a rebate of five thousand dollars (\$5,000). If the employee wants dental/vision insurance, the opt-out rebate decreases to three thousand dollars (\$3,000). The rebate shall be paid with the first payroll check in June of the insurance year in which the employee has "opted out." A bargaining unit member who has "opted out" shall notify the District Treasurer by August 30th. A bargaining unit member who has opted not to participate in the insurance program shall have the right to reenter the program should a qualifying event as defined by the applicable insurance policy occur. Any bargaining unit member reentering the insurance program during the year shall forfeit any rebate.
 5. **HUSBAND/WIFE EMPLOYED BY THE DISTRICT:** If a husband and wife are both employed by the District, the District shall pay one hundred percent (100%) of the family plan or one hundred percent (100%) of the cost of two single plans for said employees. Husbands and wives employed by the District shall not be eligible for this insurance opt-out provision. If a couple has no dependents, they will carry single plans.
- D. IRS SECTION 125 PLAN:** A 125 Plan, Parts A & B, will be implemented with a mutually agreed upon provider.
- E. LIFE INSURANCE:** The Board shall provide \$50,000, 100% Board paid, term life, double indemnity, insurance to each member of this bargaining unit. Upon agreement with the insurance carrier, additional policies may be purchased by the employee for other immediate members of the family.

ARTICLE 9 COMPENSATION

A. PAYROLL PRACTICES:

1. **PAY CHECKS:** All employees shall have their pay electronically deposited into the bank of their choice. Pay shall be electronically deposited on or before the 15th and the 30th of the month except for the final December pay, which will be electronically deposited on the last regular working day before Christmas.

B. INDEXED SALARY SCHEDULE: Bargaining unit members shall be paid according to the salary schedule contained in the appendices to this contract.

1. **PLACEMENT ON INDEXED SALARY SCHEDULE:** Each teacher's training level shall be reflected by proper placement on the appropriate column of the salary Schedule.
 - a. **ACCREDITED DEGREES AND HOURS:** All degrees and hours earned must be from colleges and universities recognized and accredited by the Ohio State Department of Education for certification/licensure purposes. All transcripts must be filed in the Treasurer's office by September 15th each year.
 - b. **MA + 15 COLUMN:** In addition, all hours for placement on the MA + 15 column must be graduate hours earned after receipt of a Master's Degree and in subjects approved in advance by the LPDC committee. These hours must be earned from colleges and universities recognized and accredited by the Ohio State Department of Education for certification/licensure purposes.
 - c. **ADVANCED COLUMN:** To qualify for placement on the "Advanced" column the teacher must earn 15 pre-approved Master level or above semester hours beyond the 15 hours earned for placement on the MA +15 column.
 1. Approval Committee -- The committee will be composed of the Superintendent, elementary principal and assistant principal, high school principal and assistant principal. Any coursework completed prior to September 12, 2013 will be evaluated by the committee to meet the qualifications of the "Advanced" column.
 2. Qualifying Coursework – The following coursework would be considered for the "Advanced" column:
 - a. Coursework toward degrees qualifying the teacher to instruct dual credit classes.

- b. Coursework within teaching assignment or content (fine arts).
 - c. Coursework in curriculum, advanced teaching methods, educational leadership, law, administration and special education.
 - d. Coursework in special teaching endorsements, i.e. reading, etc.
 - e. Workshops will NOT qualify.
3. Appeals Process – Decisions of the Approval Committee may be appealed to the MLSD Board of Education. The decision of the Board of Education is final.
- C. HOURLY TEACHER PAY:** The rate for all hourly certified teachers and other employees who are members of this bargaining unit shall be set at \$28.25 per hour. This payment shall apply to Summer School, Home Instruction, Tutoring, and After School programs, but does not apply to adult classes that shall be posted at a pay rate equal to that of surrounding/competing programs. Grant-funded programs shall be paid at the rate specified in the grant.
- D. INTERNAL SUBSTITUTE:** When all efforts have been exhausted to secure substitute teachers, certified employees will be solicited to cover periods for absent teachers to be paid at \$15.00 per period. If teachers are covering multiple classes during their planning period those teachers shall be paid \$28.25 per period. This provision shall apply to planning periods. Furthermore, if substitutes are not available and classes are split among teachers at the elementary level, each teacher shall receive \$28.25 per day.
- E. SUPPLEMENTAL CONTRACTS:**
- 1. **SUPPLEMENTAL VACANCY NOTICE:** All supplemental positions in the District will be posted for ten (10) calendar days in each school office within ten (10) days of the creation of the vacancy.
 - a. **NEW SUPPLEMENTAL POSITIONS:** All newly created bargaining unit supplemental positions shall be posted prior to implementation of a new position.
 - b. **NON-BARGAINING UNIT PERSONNEL:** Vacancies may be advertised in the local newspapers after all qualified bargaining unit members have been considered for a position and have been responded to in writing for the reasons they have not been recommended for the position.

- c. **POSTING OF POSITIONS:** Any person currently holding a supplemental position who wishes to retain that position the following year, shall inform the Board of their intent by April 1 of each year. If the Board chooses to award that position again to that person, it shall inform them by April 30 and will not post those supplemental positions.
 2. **FILLING OF SUPPLEMENTAL VACANCIES:** All bargaining unit supplemental positions must be offered to bargaining unit members providing they meet all qualifications for a position. Job descriptions and qualifications will be listed in the Administrative Building and supplied to all interested applicants.
 - a. **SUPERINTENDENT DETERMINATIONS:** Superintendent has sole discretion in determining whether an applicant meets qualifications for a position. If the Superintendent determines that no bargaining unit member is qualified for a supplemental position, the position may be offered to a non-bargaining unit member.
 3. **SUPPLEMENTAL GRIEVANCES:** Supplemental contracts are not subject to the grievance procedure pertaining to employment, providing all guidelines have been followed.
 4. **SUPPLEMENTAL PAYMENT PROCEDURES:** All athletic supplemental contracts will be paid half mid-way through the season and the balance at the end of the season following submission of inventory and paperwork. Year long non-athletic supplemental contracts will be paid half on December 15 and the balance on May 30 each year. If co-advisors are hired for a supplemental position, the money will be divided and separate payments issued as agreed upon by the advisors and their supervisor in a written contract. If an administrator is given a bargaining unit member's supplemental position, they shall be paid on the same index as the bargaining unit member.
- F. EXTENDED SERVICE PER DIEM:** The per diem rate for persons on extended service shall be figured with one hundred eighty-two (182) used as the denominator. As a matter of procedure, the Board will issue each member a supplemental contract for extended service.
- G. STIPEND FOR IN-SERVICE ACTIVITIES OR CURRICULUM DEVELOPMENT:** A stipend offered for in-service activities or curriculum development shall be paid according to the following schedule:
- Category 1:** Stipends from other local grants will be paid according to any limitations set forth in those grants.

Category 2: Stipends for in-service or curriculum development activities that are paid through the School District's general fund will be paid thirty-two dollars (\$32.00) per hour.

Stipends will not be paid for in-service opportunities that are not required. All stipends that are paid must go through payroll for tax purposes.

H. PERFECT ATTENDANCE BONUS: All bargaining unit members who have perfect attendance (miss zero (0) days including: personal leave, sick leave or unpaid leave) during the school year shall receive a perfect attendance bonus equal to five (5) days at their per diem rate. For those employees who do not have perfect attendance, they will receive a stipend of one hundred twenty five dollars (\$125) for each unused personal leave day(s). These stipends are to be payable in July.

I. TUITION REIMBURSEMENT

The Board shall allocate a sum of fifteen thousand dollars (\$15,000) per year (September - August) for tuition reimbursement. From this fund, the Board shall reimburse one hundred percent (100%) of tuition costs of a successfully completed graduate course which qualifies for certification/license renewal, re-certification of the employee, or course work that is related to the current assignment or area of certification of the employee.

Tuition costs shall be limited to six (6) semester hours or equivalent quarter hours per teacher applicant each year. However, in the event that the total request for tuition reimbursement exceeds fifteen thousand dollars (\$15,000) per year, then teachers requesting payment shall be paid on a pro-rata basis from this fund.

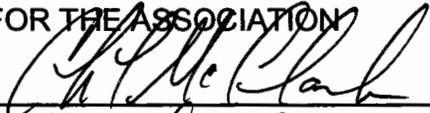
All documentation must be on file by June 15th and reimbursement shall be paid June 30th. To receive the reimbursement, the employee must currently be an employee of the Manchester Local School District and the classes must be taken following the employee's first day of work.

**ARTICLE 10
EFFECTS OF AGREEMENT**

- A. DURATION:** This agreement will begin on July 1, 2016 and end June 30, 2019.
- B. ENTIRE AGREEMENT:** This contract constitutes the entire and complete agreement between the two parties. All prior contracts and agreements are hereby declared null and void.
- C. AMENDMENTS AND MODIFICATIONS:** The provisions of this contract cannot be changed, altered, modified or deleted by either party unless with mutual agreement.
- D. PROVISIONS CONTRARY TO LAW:** If any provisions of this document or any agreement reached through this document, or any application shall be found contrary to law, then such provision or application shall be deemed invalid, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. In such case, the parties shall meet no later than ten (10) days after any such ruling for the purpose of renegotiating the provisions affected.
- E. EXECUTION OF CONTRACT:** This contract is executed by the duly authorized representatives of the Manchester Ohio River Educators and the Manchester Local School District Board of Education on the 29th day of August, 2016.

IN WITNESS THEREOF THE FOLLOWING REPRESENTATIVES DO AFFIX THEIR SIGNATURES:

FOR THE ASSOCIATION



President



Negotiations Team Member



Negotiations Team Member

FOR THE BOARD



President



Superintendent



Treasurer

APPENDIX A

GRIEVANCE PROCEDURE FORM

Grievance # _____

Grievant's Name _____

Grievant(s) School or Assignment _____

Name Principal, Administrator, or Board _____

Date Grievance Occurred _____ Date of Formal Filing _____

Person(s) to Whom Grievance is Directed _____

Initiated on Level _____

Specific Articles of Contract Alleged to have been violated _____

Statement of Grievance: _____

Action Requested: _____

Have you discussed this with your immediate Supervisor? _____ Yes _____ No

Grievant's Signature

NOTE: Please attach the written decision from previous level(s).

APPENDIX B

SICK LEAVE BANK ENROLLMENT FORM

Name _____

Building Assignment _____

Date _____

I am a member of the bargaining unit. I am donating one (1) sick leave day to the Sick Leave Bank for the purpose of enrolling in the Sick Leave Bank. I understand that donated sick leave days are non-returnable and that I may be asked to donate additional sick leave days to the bank should that need be determined by the Sick Leave Bank Committee.

Member Signature _____



FOR TREASURER'S USE ONLY

I certify that the above named person has donated one (1) sick leave day to the Sick Leave Bank and is therefore entitled to participate in the Sick Leave Bank. The one (1) donated sick leave day will be subtracted from the member's current total accumulated sick leave days and will be reflected on the member's pay receipt.

As of the date of this application, the member has _____ total accumulated sick leave days.

Current accumulated sick leave days _____

_____ -1

Balance of accumulated sick leave days _____

Treasurer's Signature _____ Date _____

NOTE: After processing the SLB application, forward a copy to the Association President.

APPENDIX C

SICK LEAVE BANK ALLOTMENT APPLICATION

Applicant must be a bargaining unit member and a member of the Sick Leave Bank to request an allotment of sick leave days.

PART A (To be completed by the applicant)

Name _____

Building Assignment Date _____

Number of sick leave days requested _____

Reason(s) for request: (Attach documentation, i.e. doctor's statement[s] or death notice.)

PART B (To be completed by the Treasurer)

I certify that the above named applicant has zero (0) accumulated or Board-advanced sick leave days as of the date of this application.

Treasurer's Signature _____ Date _____

PART C (To be completed by Sick Leave Bank Committee)

Allotment request _____ Approved _____ Disapproved _____

Number of sick leave days approved for the above allotment request _____

SLBC Chairperson's Signature _____ Date _____

APPENDIX D

Manchester Local Schools
2016 – 2017 Teacher Salary Index

Base \$35,388

2.5% Raise

Step	Bachelor	5th Year	Master	Master+15	Advanced
0	\$35,388 1.000	\$36,733 1.038	\$38,750 1.095	\$40,413 1.142	\$42,076 1.189
1	\$38,733 1.038	\$38,254 1.081	\$40,448 1.143	\$42,289 1.195	\$43,952 1.242
2	\$38,077 1.076	\$39,776 1.124	\$42,147 1.191	\$44,164 1.248	\$45,827 1.295
3	\$39,422 1.114	\$41,298 1.167	\$43,846 1.239	\$46,040 1.301	\$47,703 1.348
4	\$40,767 1.152	\$42,819 1.21	\$45,544 1.287	\$47,915 1.354	\$49,579 1.401
5	\$42,112 1.19	\$44,341 1.253	\$47,243 1.335	\$49,791 1.407	\$51,454 1.454
6	\$43,456 1.228	\$45,863 1.296	\$48,942 1.383	\$51,666 1.46	\$53,330 1.507
7	\$44,801 1.266	\$47,385 1.339	\$50,640 1.431	\$53,542 1.513	\$55,205 1.56
8	\$46,146 1.304	\$48,906 1.382	\$52,339 1.479	\$55,418 1.566	\$57,081 1.613
9	\$47,491 1.342	\$50,428 1.425	\$54,037 1.527	\$57,293 1.619	\$58,956 1.666
10	\$48,835 1.38	\$51,950 1.468	\$55,736 1.575	\$59,169 1.672	\$60,832 1.719
11	\$50,180 1.418	\$53,471 1.511	\$57,435 1.623	\$61,044 1.725	\$62,708 1.772
12	\$51,525 1.456	\$54,993 1.554	\$59,133 1.671	\$62,920 1.778	\$64,583 1.825
13	\$52,870 1.494	\$56,515 1.597	\$60,832 1.719	\$64,795 1.831	\$66,459 1.878
14	\$54,214 1.532	\$58,036 1.64	\$62,531 1.767	\$66,671 1.884	\$68,334 1.931
17	\$54,887 1.551	\$58,815 1.662	\$63,380 1.791	\$67,609 1.9105	\$69,272 1.9575
19	\$55,559 1.57	\$59,558 1.683	\$64,229 1.815	\$68,547 1.937	\$70,210 1.984
23	\$56,904 1.608	\$61,080 1.726	\$65,928 1.863	\$70,422 1.99	\$72,085 2.037
25	\$58,249 1.646	\$62,601 1.769	\$67,626 1.911	\$72,298 2.043	\$73,961 2.09

Manchester Local Schools 2017-2018 Teacher Salary Index

Base \$36,273
2.5% Raise

Step	Bachelor	5th Year	Master	Master+15	Advanced
0	\$36,273 1.000	\$37,651 1.038	\$39,719 1.095	\$41,424 1.142	\$43,129 1.189
1	\$37,651 1.038	\$39,211 1.081	\$41,460 1.143	\$43,346 1.195	\$45,051 1.242
2	\$39,030 1.076	\$40,771 1.124	\$43,201 1.191	\$45,269 1.248	\$46,974 1.295
3	\$40,408 1.114	\$42,331 1.167	\$44,942 1.239	\$47,191 1.301	\$48,896 1.348
4	\$41,786 1.152	\$43,890 1.21	\$46,683 1.287	\$49,114 1.354	\$50,818 1.401
5	\$43,165 1.19	\$45,450 1.253	\$48,424 1.335	\$51,036 1.407	\$52,741 1.454
6	\$44,543 1.228	\$47,010 1.296	\$50,166 1.383	\$52,959 1.46	\$54,663 1.507
7	\$45,922 1.266	\$48,570 1.339	\$51,907 1.431	\$54,881 1.513	\$56,586 1.56
8	\$47,300 1.304	\$50,129 1.382	\$53,648 1.479	\$56,804 1.566	\$58,508 1.613
9	\$48,678 1.342	\$51,689 1.425	\$55,389 1.527	\$58,726 1.619	\$60,431 1.666
10	\$50,057 1.38	\$53,249 1.468	\$57,130 1.575	\$60,648 1.672	\$62,353 1.719
11	\$51,435 1.418	\$54,809 1.511	\$58,871 1.623	\$62,571 1.725	\$64,276 1.772
12	\$52,813 1.456	\$56,368 1.554	\$60,612 1.671	\$64,493 1.778	\$66,198 1.825
13	\$54,192 1.494	\$57,928 1.597	\$62,353 1.719	\$66,416 1.831	\$68,121 1.878
14	\$55,570 1.532	\$59,488 1.64	\$64,094 1.767	\$68,338 1.884	\$70,043 1.931
17	\$56,259 1.551	\$60,286 1.662	\$64,965 1.791	\$69,300 1.9105	\$71,004 1.9575
19	\$56,949 1.57	\$61,047 1.683	\$65,835 1.815	\$70,261 1.937	\$71,966 1.984
23	\$58,327 1.608	\$62,607 1.726	\$67,577 1.863	\$72,183 1.99	\$73,888 2.037
25	\$59,705 1.646	\$64,167 1.769	\$69,318 1.911	\$74,106 2.043	\$75,811 2.09

Manchester Local Schools 2018-2019 Teacher Salary Index

Base \$36,998
2.0% Raise

Step	Bachelor	5th Year	Master	Master+15	Advanced
0	\$36,998 1.000	\$38,404 1.038	\$40,513 1.095	\$42,252 1.142	\$43,991 1.189
1	\$38,404 1.038	\$39,995 1.081	\$42,289 1.143	\$44,213 1.195	\$45,952 1.242
2	\$39,810 1.076	\$41,586 1.124	\$44,065 1.191	\$46,174 1.248	\$47,912 1.295
3	\$41,216 1.114	\$43,177 1.167	\$45,841 1.239	\$48,134 1.301	\$49,873 1.348
4	\$42,622 1.152	\$44,768 1.21	\$47,616 1.287	\$50,095 1.354	\$51,834 1.401
5	\$44,028 1.19	\$46,358 1.253	\$49,392 1.335	\$52,056 1.407	\$53,795 1.454
6	\$45,434 1.228	\$47,949 1.296	\$51,168 1.383	\$54,017 1.46	\$55,756 1.507
7	\$46,839 1.266	\$49,540 1.339	\$52,944 1.431	\$55,978 1.513	\$57,717 1.56
8	\$48,245 1.304	\$51,131 1.382	\$54,720 1.479	\$57,939 1.566	\$59,678 1.613
9	\$49,651 1.342	\$52,722 1.425	\$56,496 1.527	\$59,900 1.619	\$61,639 1.666
10	\$51,057 1.38	\$54,313 1.468	\$58,272 1.575	\$61,861 1.672	\$63,600 1.719
11	\$52,463 1.418	\$55,904 1.511	\$60,048 1.623	\$63,822 1.725	\$65,560 1.772
12	\$53,869 1.456	\$57,495 1.554	\$61,824 1.671	\$65,782 1.778	\$67,521 1.825
13	\$55,275 1.494	\$59,086 1.597	\$63,600 1.719	\$67,743 1.831	\$69,482 1.878
14	\$56,681 1.532	\$60,677 1.64	\$65,375 1.767	\$69,704 1.884	\$71,443 1.931
17	\$57,384 1.551	\$61,491 1.662	\$66,263 1.791	\$70,685 1.9105	\$72,424 1.9575
19	\$58,087 1.57	\$62,268 1.683	\$67,151 1.815	\$71,665 1.937	\$73,404 1.984
23	\$59,493 1.608	\$63,859 1.726	\$68,927 1.863	\$73,626 1.99	\$75,365 2.037
25	\$60,899 1.646	\$65,449 1.769	\$70,703 1.911	\$75,587 2.043	\$77,326 2.09

APPENDIX E

Manchester Local Schools
2016-2017 Supplemental Salary Index

Base	\$35,388				
		0-3 Years	4-7 Years	8-11 Years	12 + Years
Category I		0.143	0.148	0.153	0.158
		\$5,060	\$5,237	\$5,414	\$5,591
Head Varsity Boys Basketball Coach					
Head Varsity Girls Basketball Coach					
Head Varsity Football Coach					
FFA Advisor					
Marching/Pep Band					
Category II		0.091	0.096	0.101	0.106
		\$3,220	\$3,397	\$3,574	\$3,751
Varsity Volleyball Coach					
Varsity Baseball Coach					
Varsity Softball Coach					
Junior Varsity Boys Basketball Coach					
Junior Varsity Girls Basketball Coach					
Varsity Boys/Girls Track Coach					
Varsity Boys/Girls Cross Country Coach					
Assistant Varsity Football Coach					
Varsity Cheerleading Advisor					
Category III		0.065	0.0675	0.07	0.0725
		\$2,300	\$2,389	\$2,477	\$2,566
Varsity Golf Coach					
Junior Varsity Baseball Coach					
Junior Varsity Softball Coach					
Junior Varsity Volleyball Coach					
Jr. High Football Coaches					
Freshman Boys Basketball Coach					
Jr. High Boys 7th Grade Basketball Coach					
Jr. High Boys 8th Grade Basketball Coach					
Jr. High Girls 7th Grade Basketball Coach					
Jr. High Girls 8th Grade Basketball Coach					
Jr. High Cheerleading Advisor					

Jr. High 7th Grade Girls Volleyball Coach
Jr. High 8th Grade Girls Volleyball Coach
Jr. High Boys/Girls Track Coach
Jr. High Boys/Girls Cross Country Coach
Archery Coach
District LPDC Member

Category IV

0.04	0.0425	0.045	0.0475
\$1,416	\$1,504	\$1,592	\$1,681

Assistant High School Softball Coach
Assistant High School Baseball Coach
Assistant High School Track Coach
Assistant Junior High Track Coach
High School Yearbook Advisor
High School Newspaper Advisor
High School Prom Coordinator
Production Director
District LPDC Chair
Resident Educator Mentor*

Category V

0.026	0.0275	0.029	0.0305
\$920	\$973	\$1,026	\$1,079

High School Academic Team Advisor
Junior High Academic Team Advisor
High School National Honor Society Advisor
High School Beta Club Advisor
Junior High Beta Club Advisor
High School Color Guard Advisor
Percussion Advisor
Elementary Yearbook Advisor
Science Fair Directors
Art Club Advisor/National Art Honor Society**
Fall Carnival Director

*Supplemental - minus ESC payment

**If at least ten (10) students are inducted into NAHS (per year) this supplemental position will be paid at Category IV.

Union requests pre-notification with an opportunity to discuss changes.

APPENDIX E

Manchester Local Schools
2017-2018 Supplemental Salary Index

Base	\$36,273	0-3 Years	4-7 Years	8-11 Years	12 + Years
Category I		0.143 \$5,187	0.148 \$5,368	0.153 \$5,550	0.158 \$5,731
Head Varsity Boys Basketball Coach					
Head Varsity Girls Basketball Coach					
Head Varsity Football Coach					
FFA Advisor					
Marching/Pep Band					
Category II		0.091 \$3,301	0.096 \$3,482	0.101 \$3,664	0.106 \$3,845
Varsity Volleyball Coach					
Varsity Baseball Coach					
Varsity Softball Coach					
Junior Varsity Boys Basketball Coach					
Junior Varsity Girls Basketball Coach					
Varsity Boys/Girls Track Coach					
Varsity Boys/Girls Cross Country Coach					
Assistant Varsity Football Coach					
Varsity Cheerleading Advisor					
Category III		0.065 \$2,358	0.0675 \$2,448	0.07 \$2,539	0.0725 \$2,630
Varsity Golf Coach					
Junior Varsity Baseball Coach					
Junior Varsity Softball Coach					
Junior Varsity Volleyball Coach					
Jr. High Football Coaches					
Freshman Boys Basketball Coach					
Jr. High Boys 7th Grade Basketball Coach					
Jr. High Boys 8th Grade Basketball Coach					
Jr. High Girls 7th Grade Basketball Coach					
Jr. High Girls 8th Grade Basketball Coach					
Jr. High Cheerleading Advisor					

Jr. High 7th Grade Girls Volleyball Coach
 Jr. High 8th Grade Girls Volleyball Coach
 Jr. High Boys/Girls Track Coach
 Jr. High Boys/Girls Cross Country Coach
 Archery Coach
 District LPDC Member

Category IV	0.04	0.0425	0.045	0.0475
	\$1,451	\$1,542	\$1,632	\$1,723

Assistant High School Softball Coach
 Assistant High School Baseball Coach
 Assistant High School Track Coach
 Assistant Junior High Track Coach
 High School Yearbook Advisor
 High School Newspaper Advisor
 High School Prom Coordinator
 Production Director
 District LPDC Chair
 Resident Educator Mentor*

Category V	0.026	0.0275	0.029	0.0305
	\$943	\$998	\$1,052	\$1,106

High School Academic Team Advisor
 Junior High Academic Team Advisor
 High School National Honor Society Advisor
 High School Beta Club Advisor
 Junior High Beta Club Advisor
 High School Color Guard Advisor
 Percussion Advisor
 Elementary Yearbook Advisor
 Science Fair Directors
 Art Club Advisor/National Art Honor Society**
 Fall Carnival Director

*Supplemental - minus ESC payment

**If at least ten (10) students are inducted into NAHS (per year) this supplemental position will be paid at Category IV.

Union requests pre-notification with an opportunity to discuss changes.

APPENDIX E

Manchester Local Schools
2018-2019 Supplemental Salary Index

Base	\$36,998	0-3 Years	4-7 Years	8-11 Years	12 + Years
Category I		0.143 \$5,291	0.148 \$5,476	0.153 \$5,661	0.158 \$5,846
Head Varsity Boys Basketball Coach					
Head Varsity Girls Basketball Coach					
Head Varsity Football Coach					
FFA Advisor					
Marching/Pep Band					
Category II		0.091 \$3,367	0.096 \$3,552	0.101 \$3,737	0.106 \$3,922
Varsity Volleyball Coach					
Varsity Baseball Coach					
Varsity Softball Coach					
Junior Varsity Boys Basketball Coach					
Junior Varsity Girls Basketball Coach					
Varsity Boys/Girls Track Coach					
Varsity Boys/Girls Cross Country Coach					
Assistant Varsity Football Coach					
Varsity Cheerleading Advisor					
Category III		0.065 \$2,405	0.0675 \$2,497	0.07 \$2,590	0.0725 \$2,682
Varsity Golf Coach					
Junior Varsity Baseball Coach					
Junior Varsity Softball Coach					
Junior Varsity Volleyball Coach					
Jr. High Football Coaches					
Freshman Boys Basketball Coach					
Jr. High Boys 7th Grade Basketball Coach					
Jr. High Boys 8th Grade Basketball Coach					
Jr. High Girls 7th Grade Basketball Coach					
Jr. High Girls 8th Grade Basketball Coach					

Jr. High Cheerleading Advisor
 Jr. High 7th Grade Girls Volleyball Coach
 Jr. High 8th Grade Girls Volleyball Coach
 Jr. High Boys/Girls Track Coach
 Jr. High Boys/Girls Cross Country Coach
 Archery Coach
 District LPDC Member

Category IV	0.04	0.0425	0.045	0.0475
	\$1,480	\$1,572	\$1,665	\$1,757
Assistant High School Softball Coach				
Assistant High School Baseball Coach				
Assistant High School Track Coach				
Assistant Junior High Track Coach				
High School Yearbook Advisor				
High School Newspaper Advisor				
High School Prom Coordinator				
Production Director				
District LPDC Chair				
Resident Educator Mentor*				

Category V	0.026	0.0275	0.029	0.0305
	\$962	\$1,017	\$1,073	\$1,128
High School Academic Team Advisor				
Junior High Academic Team Advisor				
High School National Honor Society Advisor				
High School Beta Club Advisor				
Junior High Beta Club Advisor				
High School Color Guard Advisor				
Percussion Advisor				
Elementary Yearbook Advisor				
Science Fair Directors				
Art Club Advisor/National Art Honor Society**				
Fall Carnival Director				

*Supplemental - minus ESC payment

**If at least ten (10) students are inducted into NAHS (per year) this supplemental position will be paid at Category IV.

Union requests pre-notification with an opportunity to discuss changes.

APPENDIX F

INSURANCE COVERAGE



Manchester Local Schools
Blue Access® Option 10 with Rx Option CD
Effective 07/01/2016

Covered Benefits	Network	Non-Network
Outpatient Therapy Services (Combined Network & Non-Network limits apply) <ul style="list-style-type: none"> Physician Home and Office Visits (PCP/SCP) Other Outpatient Services @ Hospital/Alternative Care Facility Limits apply to: <ul style="list-style-type: none"> Physical therapy: 20 visits Occupational therapy: 20 visits Manipulation therapy: 12 visits Speech therapy: 20 visits Cardiac Rehabilitation: 36 visits Pulmonary Rehabilitation: 20 visits Accidental Dental Coverage \$3000 per accident 	\$20 / \$40 20%	40% 40%
Behavioral Health Services: Mental Health and Substance Abuse (2) <ul style="list-style-type: none"> Inpatient Facility Services Physician Home and Office Visits Other Outpatient Facility Services 	Benefits provided in accordance with Federal Mental Health Parity	40% 40% 40%
Human Organ and Tissue Transplants(3) <ul style="list-style-type: none"> Acquisition and transplant procedures, harvest and storage. 	No Cost Share	50%
Prescription Drugs:(4) Network Tier structure equals 1/2/3 (and 4 if applicable) <ul style="list-style-type: none"> Network Retail Pharmacies: (30 day supply) Includes diabetic test strip Home Delivery (90 day supply) Includes diabetic test strip 4th Tier per script max- 30 day supply. Specialty medications are limited to a 30 day supply regardless of whether they are retail or home delivery. <ul style="list-style-type: none"> Member may be responsible for additional cost when not selecting the available generic drug. Members have additional cost with retail supply greater than 30 days. Specialty Medications must be obtained via our Specialty Pharmacy network in order to receive network level benefits. 	\$10 / \$35 / \$70 / 25% \$250 max \$20 / \$105 / \$210 / 25% \$250 max	50% , min \$70(5) Not Covered

Notes:
 All medical and prescription drug deductibles, copayments and coinsurance apply toward the out-of-pocket maximum (excluding Non-Network Human Organ and Tissue Transplant (HOTT) Services).
 Deductible(s) apply to covered medical services listed with a percentage (%) coinsurance. However, the deductible does not apply to Emergency Room Services @ Hospital where a copayment and percentage (%) coinsurance applies and may not apply to some Behavioral Health services where coinsurance applies.
 Network and Non-network deductibles, copayments, coinsurance and out-of-pocket maximums are separate and do not accumulate toward each other. Network and non-network deductibles are combined for 500 series plans.
 Dependent age: to the end of the month in which the child attains age 26.
 Specialist copayment is applicable to all Specialists excluding General Physicians, Internist, Pediatricians, OB/GYN's and Geriatrics or any other Network Provider as allowed by the plan.
 When allergy injections are rendered with a Physicians Home and office visit, only the office visit cost share applies.
 No Cost Share means no copayment/coinsurance up to the maximum allowable amount. 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
 PCP is a Network Provider who is a practitioner that specializes in family practice, general practice, internal medicine, pediatrics, obstetrics/ gynecology, geriatrics or any other Network provider as allowed by the plan.

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 ® Registered marks Blue Cross and Blue Shield Association
 Anthem: 152148 -Blue 8

Your Summary of Benefits



Manchester Local Schools Blue Access® Option 10 with Rx Option CD Effective 07/01/2016

- SCP is a Network Provider, other than a Primary Care Physician, who provides services within a designated specialty area of practice.
- Certain diabetic and asthmatic supplies have no deductible/copayment/coinsurance up to the maximum allowable amount at network pharmacies except diabetic test strips .
- Benefit period = Calendar Year
- Mammograms (diagnostic) have no copayment/coinsurance up to the maximum allowable amount in Network office and outpatient facility settings.
- Behavioral Health: Mental Health and Substance Abuse benefits provided in accordance with Federal Mental Health Parity.
- Preventive Care Services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits are covered.
- Private Duty Nursing - limited to 82 visits/Calendar Year.
- Additional vision services covered as part of Preventive Services on series 500 plans.
- Home Care Services (Network and Non-network combined) are limited to 90 visits for 500 series plans.
- Hospice: No copayment/coinsurance up to the maximum allowable amount except 500 series plans are network copayment/coinsurance up to the maximum allowable amount.
- (1) These covered services are not subject to the deductible/copayment if you have a flat dollar copayment and if rendered without an office visit.
- (2) We encourage you to refer to the Schedule of Benefits for limitations.
- (3) Kidney and Cornea are treated the same as any other illness and subject to the medical benefits.
- (4) If applicable, all prescription drug expenses except tier 1, (Network/Non-network, Retail/Home-delivery combined) apply to the per individual RX deductible. Once the RX deductible is met, the appropriate copayment/coinsurance applies. Also, if applicable, the Prescription Drug out of pocket maximum applies to Network Retail and Home-delivery combined.
- (5) Rx non-network diabetic/asthmatic supplies not covered except diabetic test strips.

Precertification:

- Members are encouraged to always obtain prior approval when using Non-network providers. Precertification will help avoid any unnecessary reduction in benefits for non-covered or non-medically necessary services.

Pre-Existing Exclusion Period:None.

This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate, and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

APPENDIX F

**Your Summary of Benefits
Manchester Local Schools
Anthem Dental Complete**



WELCOME TO YOUR DENTAL PLAN!

This benefit summary outlines how your dental plan works and provides you with a quick reference of your dental plan benefits. For complete coverage details, please refer to your certificate of coverage.

Dental coverage you can count on

Your Anthem dental plan lets you visit any licensed dentist or specialist you want - with costs that are normally lower when you choose one within our large network.

Savings beyond your dental plan benefits - you get more for your money.

You pay our negotiated rate for covered services from in-network dentists even if you exceed your annual benefit maximum.

YOUR DENTAL PLAN COVERAGE			
Annual Benefit Maximum * Per insured person	Calendar Year	\$1,500	\$1,500
Annual Maximum Carryover		No	No
Orthodontic Lifetime Benefit Maximum * Per eligible insured person		\$1,000	\$1,000
Annual Deductible (The Deductible does not apply to Orthodontic Services) * Per insured person * Family maximum	Calendar Year	\$25 2X Individual	\$25 2X Individual
Deductible Waived for Diagnostic/Preventive Services		Yes	Yes
Out-of-Network Reimbursement Options:		90th percentile	
Diagnostic and Preventive Services			
* Periodic oral exam * Teeth cleaning (prophylaxis) * Bitewing X-rays: 1X per 12 months * Intraoral X-rays		100% Coinsurance	100% Coinsurance No Waiting Period
Basic Services			
* Amalgam (silver-colored) Filling * Front composite (tooth-colored) Filling * Back composite Filling, Alternated to Amalgam Benefit * Simple Extractions		80% Coinsurance	80% Coinsurance No Waiting Period
Endodontics			
* Root Canal		80% Coinsurance	80% Coinsurance No Waiting Period
Periodontics			
* Scaling and root planing		80% Coinsurance	80% Coinsurance No Waiting Period
Oral Surgery			
* Surgical Extractions		80% Coinsurance	80% Coinsurance No Waiting Period
Major Services			
* Crowns		50% Coinsurance	50% Coinsurance No Waiting Period
Prosthodontics			
* Dentures * Bridges * Dental Implants Standard - Covered		50% Coinsurance	50% Coinsurance No Waiting Period
Prosthetic Repairs/Adjustments			
		50% Coinsurance	50% Coinsurance No Waiting Period
Orthodontic Services			
* Dependent Children Only*		50% Coinsurance	50% Coinsurance No Waiting Periods

This is not a contract; it is a partial listing of benefits and services. All covered services are subject to the conditions, limitations, exclusions, terms and provisions of your certificate of coverage. In the event of a discrepancy between the information in this summary and the certificate of coverage, the certificate will prevail.

*Child orthodontic coverage begins at age eight and runs through age 18. This means that the child must have been banded between the ages of eight and 19 in order to receive coverage. If children are dependents until age 19, they can continue to receive coverage, but they must have been banded before age 19.

OH_PCLG_FI-Custom



Emergency dental treatment for the international traveler

As an Anthem dental member, you and your eligible, covered dependents automatically have access to the International Emergency Dental Program.** With this program, you may receive emergency dental care from our listing of credentialed dentists while traveling or working nearly anywhere in the world.

** The International Emergency Dental Program is managed by DeCare Dental, which is an independent company offering dental-management services to Anthem Blue Cross Life and Health Insurance Company.

Finding a dentist is easy.

To select a dentist by name or location:

- Go to anthem.com/mydentalvision or the website listed on the back of your ID card.
- Call the toll-free customer service number listed on the back of your ID card.

TO CONTACT US:

Refer to the toll-free number indicated on the back of your plan ID card to speak with a U.S.-based customer service representative during normal business hours. Calling after hours? We may still be able to assist you with our interactive voice-response system.	Refer to the back of your plan ID card for the address.
---	---

Limitations – Below is a partial listing of dental plan limitations when these services are covered under your plan. Please see your certificate of coverage for a full list.

Diagnostic and Preventive Services
 Oral evaluations (exam) Limited to two per Calendar Year
 Teeth cleaning (prophylaxis) Limited to two per Calendar Year
 Intraoral X-rays, single film Limited to four films per 12-month period
 Complete series X-rays (panoramic or full-mouth) Coverage Every 3 Years
 Topical fluoride application Limited to once every 12 months for members through age 18

Sealants Limited to first and second molars once every 24 months per tooth for members through age 15; sealants may be covered under Diagnostic and Preventive or Basic Services

Basic and/or Major Services**
 Fillings Limited to once per surface per tooth in any 24 months
 Space Maintainers Limited to extracted primary posterior teeth once per lifetime per tooth for members through age 16; Space Maintainers may be covered under Diagnostic and Preventive or Basic Services.

Crowns Limited to once per tooth in a seven-year period
 Fixed or removable prosthodontics – dentures, partials, bridges, tooth implants
 Covered once in any seven-year period, benefits are provided for the replacement of an existing bridge, denture or partial for members age 16 or older if the appliance is seven years old or older and cannot be made serviceable.

Root canal therapy Limited to once per lifetime per tooth; coverage is for permanent teeth only.

Periodontal surgery Limited to one complex service per single tooth or quadrant in any 36 months, and only if the pocket depth of the tooth is five millimeters or greater
 Periodontal scaling and root planing Limited to once per quadrant in 36 months when the tooth pocket has a depth of four millimeters or greater
 Brush Biopsy Not Covered

***Waiting periods for endodontic, periodontic and oral surgery services may differ from other Basic Services or Major Services under the same dental plan.
 There is a waiting period of up to 24 months for replacement of congenitally missing teeth or teeth extracted prior to coverage under this plan.

ADDITIONAL LIMITATION FOR ORTHODONTIC SERVICES
 Orthodontia Limited to one course of treatment per member per lifetime

Exclusions – Below is a partial listing of noncovered services under your dental plan. Please see your certificate of coverage for a full list.

Services provided before or after the term of this coverage
 Services received before your effective date or after your coverage ends, unless otherwise specified in the dental plan certificate

Orthodontics (unless included as part of your dental plan benefits) Orthodontic braces, appliances and all related services

Cosmetic dentistry Services provided by dentists solely for the purpose of improving the appearance of the tooth when tooth structure and function are satisfactory and no pathologic conditions (cavities) exist

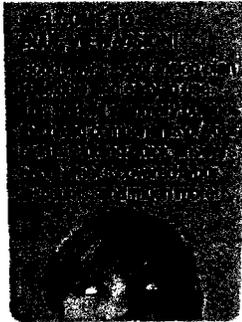
Drugs and medications Intravenous conscious sedation, IV sedation and general anesthesia when performed with nonsurgical dental care

Anesthesia, analgesic agents, nitrous oxide, therapeutic drug injections, medicines or drugs for nonsurgical or surgical dental care except that intravenous conscious sedation is eligible as a separate benefit when performed in conjunction with complex surgical services.

Extractions - Surgical removal of third molars (wisdom teeth) that do not exhibit symptoms or impact the oral health of the member

The in-network dental providers mentioned in this communication are independently contracted providers who exercise independent professional judgment. They are not agents or employees of Anthem Blue Cross Life and Health Insurance Company.

APPENDIX F



**Manchester Local Schools
Blue View VisionSM Option 59**

Your Blue View Vision network

Anthem Blue Cross and Blue Shield vision members have access to one of the nation's largest vision networks. As a Blue View Vision member, you can use your in-network benefits at 1-800 CONTACTS, or visit at a private practice eye doctor, or go in store to LensCrafters®, Sears OpticalSM, Target Optical®, JCPenney® Optical and most Pearle Vision® locations.

Out-of-network: If you choose to, you may receive covered benefits outside of the Blue View Vision network. Just pay in full at the time of service, obtain an itemized receipt, and file a claim for reimbursement of your out-of-network allowance. In-network benefits and discounts will not apply.

YOUR BLUE VIEW VISION PLAN AT-A-GLANCE

VISION PLAN BENEFITS

Routine eye exam once every 12 months

Eyeglass frames

Once every 24 months you may select an eyeglass frame and receive an allowance toward the purchase price

Eyeglass lenses (Standard)

Once every 12 months you may receive any one of the following lens options:

- Standard plastic single vision lenses (1 pair)
- Standard plastic bifocal lenses (1 pair)
- Standard plastic trifocal lenses (1 pair)

Eyeglass lens enhancements

When obtaining covered eyewear from a Blue View Vision provider, you may choose to add any of the following lens enhancements at no extra cost.

- Transitions® Lenses (for a child under age 19)
- Standard Polycarbonate (for a child under age 19)
- Factory Scratch Coating

Contact lenses – once every 12 months

- Prefer contact lenses over glasses? You may choose contact lenses instead of eyeglass lenses and receive an allowance toward the cost of a supply of contact lenses.
- Elective Conventional Lenses; or
 - Elective Disposable Lenses; or
 - Non-Elective Contact Lenses

Contact lens allowance will only be applied toward the first purchase of contacts made during a benefit period. Any unused amount remaining cannot be used for subsequent purchases in the same benefit period, nor can any unused amount be carried over to the following benefit period.

You may use your **in-network** benefit to order your contact lenses from 1-800 CONTACTS.

1-800 CONTACTS offers a huge in-stock inventory, unbeatable prices, outstanding customer service and free shipping. Just call 1-800 CONTACTS or go to 1800contacts.com for fast and easy ordering of your contact lenses.

EXCLUSIONS & LIMITATIONS (not a comprehensive list)

Combined Offers. Not to be combined with any offer, coupon, or in-store advertisement.

Excess Amounts. Amounts in excess of covered vision expense.

Sunglasses. Sunglasses and accompanying frames.

Safety Glasses. Safety glasses and accompanying frames.

Not Specifically Listed. Services not specifically listed in this plan as covered services.

Lost or Broken Lenses or Frames. Any lost or broken lenses or frames are not eligible for replacement unless the insured person has reached his or her normal service interval as indicated in the plan design.

Non-Prescription Lenses. Any non-prescription lenses, eyeglasses or contacts. Plano lenses or lenses that have no refractive power.

Orthoptics. Orthoptics or vision training and any associated supplemental testing.

IN-NETWORK	OUT-OF-NETWORK
\$10 copay	\$42 allowance
\$130 allowance, then 20% off any remaining balance	\$45 allowance
\$25 copay	\$40 allowance
\$25 copay	\$60 allowance
\$25 copay	\$80 allowance
\$0 copay	No allowance on lens enhancements when obtained out-of-network
\$0 copay	
\$0 copay	
\$130 allowance, then 15% off any remaining balance	\$105 allowance
\$130 allowance (no additional discount)	\$105 allowance
Covered in full	\$210 allowance

Transitions and the swirl are registered trademarks of Transitions Optical, Inc.

OPTIONAL SAVINGS AVAILABLE FROM IN-NETWORK PROVIDERS ONLY		In-network Member Cost (after any applicable copay)
Retail eye exams at member's provider can be performed at time of eye exam		Not more than \$39
Eyeglass lens upgrades When obtaining eyewear from a Blue View Vision provider, you may choose to upgrade your new eyeglass lenses at a discounted cost. Eyeglass lens copayment applies.	<ul style="list-style-type: none"> ● Transitions® lenses (Adults) ● Standard Polycarbonate (Adults) ● Tint (Solid and Gradient) ● UV Coating ● Progressive Lenses¹ <ul style="list-style-type: none"> ● Standard ● Premium Tier 1 ● Premium Tier 2 ● Premium Tier 3 ● Anti-Reflective Coating² <ul style="list-style-type: none"> ● Standard ● Premium Tier 1 ● Premium Tier 2 ● Other Add-ons and Services 	\$75 \$40 \$15 \$15 \$65 \$85 \$95 \$110 \$45 \$57 \$68 20% off retail price
Eyewear Accessories	● Items such as non-prescription sunglasses, lens cleaning supplies, contact lens solutions, eyeglass cases, etc.	20% off retail price
Soft Contact Lenses	Standard contact lenses	Up to \$55
Conventional Contact Lenses	● Discount applies to materials only	15% off retail price
NOTE: THE ADDITIONAL SAVINGS AVAILABLE THROUGH OUR SPECIAL OFFERS PROGRAM		
1-800 CONTACTS	● For this and other great offers, login to member services , select discounts, then Vision, Hearing & Dental	Save \$20 on orders of \$100 or more and get free shipping
Lower Vision Correction Surgery (ASK YOUR PROVIDER)	● For this offer and more great offers, login to member services , select discounts, then Vision, Hearing & Dental	Discount per eye

¹ Please ask your provider for his/her recommendation as well as the progressive brands by tier.
² Please ask your provider for his/her recommendation as well as the coating brands by tier.
³ A standard contact lens fitting includes spherical clear contact lenses for conventional wear and planned replacement. Examples include but are not limited to disposable and frequent replacement.
⁴ A premium contact lens fitting includes all lens designs, materials and specialty fittings other than standard contact lenses. Examples include but are not limited to toric and multifocal.
⁵ Discount cannot be used in conjunction with your covered benefits.

OUT-OF-NETWORK

If you choose an out-of-network provider, please complete an out-of-network claim form and submit it along with your Itemized receipt to the fax number, email address, or mailing address below. When visiting an out-of-network provider, discounts do not apply and you are responsible for payment of services and/or eyewear materials at the time of service.

To Fax: 866-293-7373
 To Email: oonclaims@eyewearspecialoffers.com
 To Mail: Blue View Vision
 Attn: OON Claims
 P.O. Box 8504
 Mason, OH 45040-7111

Blue View Vision is for routine eye care only. If you need medical treatment for your eyes, visit a participating eye care physician from your medical network. If you have questions about your benefits or need help finding a provider, visit [anthem.com](#) or call us at 1-866-723-0515.

This is a primary vision care benefit intended to cover only routine eye examinations and corrective eyewear. Benefits are payable only for expenses incurred while the group and insured person's coverage is in force. This information is intended to be a brief outline of coverage. All terms and conditions of coverage, including benefits and exclusions, are contained in the member's policy, which shall control in the event of a conflict with this overview. Discounts referenced are not covered benefits under this vision plan and therefore are not included in the member's policy. Laws in some states may prohibit network providers from discounting products and services that are not covered benefits under the plan. Frame discounts may not apply to some frames where the manufacturer has imposed a no discount policy on sales at retail and independent provider locations. Discounts are subject to change without notice. This benefit overview is only one piece of your entire enrollment package.

Anthem Blue Cross and Blue Shield is the trade name of: In Indiana: Anthem Insurance Companies, Inc. In Kentucky: Anthem Health Plans of Kentucky, Inc. In Missouri (excluding 30 counties in the Kansas City area): RightCHOICE® Managed Care, Inc. (RIT), Healthy Alliance® Life Insurance Company (HALIC), and HMO Missouri, Inc. RIT and certain affiliates administer non-HMO benefits underwritten by HALIC and HMO benefits underwritten by HMO Missouri, Inc. RIT and certain affiliates only provide administrative services for self-funded plans and do not underwrite benefits. In Ohio: Community Insurance Company. In Wisconsin: Blue Cross Blue Shield of Wisconsin (BCBSWI), which underwrites or administers the PPO and indemnity policies; CompCare Health Services Insurance Corporation (CompCare), which underwrites or administers the HMO policies; and CompCare and BCBSWI collectively, which underwrite or administer the POS policies. Independent licensees of the Blue Cross and Blue Shield Association. ©ANTHEM is a registered trademark of Anthem Insurance Companies, Inc. The Blue Cross and Blue Shield names and symbols are the registered marks of the Blue Cross and Blue Shield Association.

APPENDIX G

**MEMORANDUM OF UNDERSTANDING
BETWEEN MANCHESTER OHIO RIVER EDUCATORS AND
THE MANCHESTER LOCAL SCHOOL DISTRICT BOARD OF EDUCATION**

This Memorandum of Understanding is entered into on this 29th day of August, 2016, by and between the Manchester Ohio River Educators (hereinafter "MORE") and the Manchester Local School District Board of Education (hereinafter the "Board of Education").

WHEREAS, MORE and the Board of Education are parties to a collective bargaining agreement the effective dates of which are July 1, 2016 through June 30, 2019 (hereinafter referred to as the "Agreement").

IT IS NOW THEREFORE AGREED as follows:

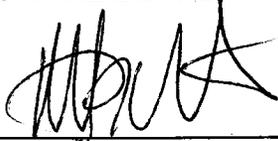
1. The OTES model shall be the instrument approved and provided by the Ohio Department of Education. The Board of Education shall utilize eTPES for all evaluations for teachers engaged in instruction for at least fifty percent (50%) of the time providing student instruction.
2. School counselors will be evaluated using the instrument approved and provided by the Ohio Department of Education.
3. For other bargaining unit members not meeting the above definitions, the Board of Education shall utilize the model that is currently in use for the evaluation of those members.
4. The timelines and procedures for evaluations for OTES evaluated teachers shall be as set forth in Ohio Revised Code sections 3319.111 and 3319.112. The timelines and procedures for evaluations of school counselors shall be as set forth in Ohio Revised Code 3319.113.
5. All evaluators of OTES teachers shall be licensed administrators employed by the Board of Education, on a district administrator contract, who have been credentialed through the Ohio Department of Education. If a teacher believes he/she has received unsatisfactory results by evidence placed in the OTES rubric at the end of each observation cycle and is being evaluated by district administration other than their principal or assistant principal, the teacher may request a meeting with the building principal within 5 days of the post observation conference to request that an evaluator in their building be assigned to complete any remaining observation cycles for the current school year.
6. Walk throughs shall be utilized for OTES teachers. The walk throughs shall be documented through the district-designed walk through tool. Walk throughs may be used for non-OTES evaluated members.

7. The number of observations for each evaluation for OTES teachers shall be as set forth in the Ohio Revised Code sections 3319.111 and 3319.112, except, where a third observation can be waived by the superintendent/designee. A pre-observation conference shall be held before each formal observation. The 1st Observation shall occur by December 15 and the Post-Observation Conference will occur by January 25. All other observations will occur by May 1 and the Post-Observation Conferences will occur by May 10.
8. The Student Growth Measures, and the percentages for use of each Student Growth Measure, shall be determined in consultation with the District Evaluation Team. The District SLO team shall develop procedures for approval of Student Learning Objectives consistent with the Board policy and state law. Both teams will be comprised of representatives of District administration and members of the bargaining unit.
9. The student growth measures portion of the OTES evaluation system will not be used in any respect for the purpose of making decisions relating to the retention, removal or reduction of bargaining unit members during the term of the current collective bargaining agreement. Student growth measures may be considered as a factor in promotion decisions, but shall not be the sole factor.
10. All other provisions of the Agreement will remain current contract language.
11. This Memorandum shall become effective upon ratification by the Board and Association. The terms of this memorandum will expire with the current collective bargaining agreement on June 30, 2019 or superseded by a subsequent memorandum of understanding or other agreement.

MANCHESTER LOCAL SCHOOL
DISTRICT BOARD OF EDUCATION

MANCHESTER OHIO
RIVER EDUCATORS

FOR THE BOARD



BOE President

FOR THE ASSOCIATION



MORE President

MEMORANDUM OF UNDERSTANDING
BETWEEN MANCHESTER OHIO RIVER EDUCATORS AND
THE MANCHESTER LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

This Memorandum of Understanding is entered into on this 29th day of August, 2016, by and between the Manchester Ohio River Educators (hereinafter "MORE") and the Manchester Local School District Board of Education (hereinafter the "Board of Education").

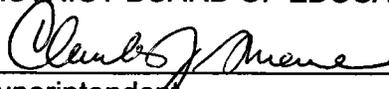
WHEREAS, MORE and the Board of Education are parties to a collective bargaining agreement the effective dates of which are July 1, 2016 through June 30, 2019 (hereinafter referred to as the "Agreement"); and

WHEREAS, during the negotiations of the collective bargaining agreement the parties agreed to certain changes in Article 9(G) regarding the Extended Service per diem.

IT IS NOW THEREFORE AGREED as follows:

1. There is one bargaining unit member who currently receives extended service days based on previously holding a position for which there were extended service days, even though this bargaining unit member no longer holds the same position.
2. Notwithstanding the agreed-upon language in Article 9(G), this one bargaining unit member will continue to receive the same number of extended service days during her employment with the Board.
3. No other bargaining unit member will receive extended service days unless the bargaining unit member holds an assignment for a position that has extended service days associated with it.

MANCHESTER LOCAL SCHOOL
DISTRICT BOARD OF EDUCATION



Superintendent

8/29/16

Date



Treasurer

8/29/16

Date

MANCHESTER OHIO
RIVER EDUCATORS



MORE President

9/14/16

Date