

AGREEMENT

Between the

MONROE LOCAL BOARD OF EDUCATION

And

**MONROE EDUCATION ASSOCIATION
ASSOCIATION /OEA/NEA**

(July 1, 2014 through June 30, 2018)

TABLE OF CONTENTS

<u>GOVERNING PROVISIONS</u>	3
<u>Article 1 - Recognition</u>	3
<u>Article 2 - Definitions</u>	4
<u>Article 3 – Management Rights</u>	5
<u>Article 4 – Rights of the Monroe Education Association</u>	6
<u>Article 5 – Decision Making Framework</u>	10
<u>Article 6 – Negotiation Procedures</u>	13
<u>Article 7 – Grievance Procedure</u>	16
<u>WORKING CONDITIONS – ALL EMPLOYEES</u>	19
<u>Article 8 – Reduction in Force</u>	19
<u>Article 9 – Non-Renewal, Termination, and Discipline</u>	22
<u>Article 10 – Personnel Record File</u>	26
<u>Article 11 – Student Discipline, Assault, Complaints</u>	27
<u>WORKING CONDITIONS - CERTIFIED</u>	29
<u>Article 12 – Evaluation Procedure</u>	29
<u>Article 13 – Teaching Contracts</u>	32
<u>Article 14 – Supplemental Contracts</u>	34
<u>Article 15 – Employment of Retired Certified Employees</u>	36
<u>Article 16 – Assignment and Transfer</u>	37
<u>Article 17 – Planning, Preparation and Duties</u>	41
<u>Article 18 – Internal Substitution</u>	43
<u>Article 19 – Faculty Meetings</u>	43
<u>Article 20 – Work Day</u>	43
<u>Article 21 – School Year</u>	44
<u>Article 22 – Facilities for Employees</u>	44
<u>Article 23 – Class Size</u>	45
<u>Article 24 – Employment for Summer Work</u>	47
<u>Article 25 - Technology</u>	47
<u>Article 26 – Entry Year Program</u>	48
<u>WORKING CONDITIONS - CLASSIFIED</u>	49
<u>Article 27 – Evaluation Procedures</u>	49
<u>Article 28 - Hours of Work</u>	50
<u>Article 29 - Holidays</u>	52
<u>Article 30 - Vacations</u>	53
<u>Article 31 – Absence from Duty</u>	54
<u>Article 32 – Attendance Policy</u>	55
<u>Article 33 – Calamity Days</u>	57
<u>Article 34 – Appointments, Promotions, Transfers</u>	57
<u>Article 35 – Job Descriptions</u>	60
<u>Article 36 – Miscellaneous Classification Issues</u>	60
<u>Article 37 – Summer Work</u>	62

<u>LEAVES OF ABSENCE</u>	62
<u>Article 38 – Sick Leave</u>	62
<u>Article 39 – Personal Leave</u>	64
<u>Article 40 – Professional Leave</u>	65
<u>Article 41 – Association Leave</u>	65
<u>Article 42 – Miscellaneous Paid Leave</u>	66
<u>Article 43 – Injury Leave</u>	66
<u>Article 44 – Sabbatical Leave</u>	67
<u>Article 45 – Medical Leave</u>	67
<u>Article 46 – Child Care Leave</u>	68
<u>Article 47 – Miscellaneous Unpaid Leave</u>	69
<u>COMPENSATION</u>	69
<u>Article 48 – Severance Pay</u>	69
<u>Article 49 - Insurance</u>	71
<u>Article 50 – STRS Pick- Up and IRS 125 Plan</u>	72
<u>Article 51 - Annuities</u>	72
<u>Article 52 – Administration of the Salary Schedule</u>	72
<u>Article 53 – Paycheck Distribution</u>	74
<u>Article 54 – Payroll Deductions</u>	74
<u>Article 55 – Travel Rate</u>	75
<u>Article 56 – Tuition Reimbursement</u>	75
<u>Article 57 - Duration</u>	77
<u>INDEX OF APPENDICES</u>	78
<u>Appendix A Local Professional Development Committee Guidelines</u>	79
<u>Appendix B Grievance Form</u>	88
<u>Appendix C Evaluation Form – Certified Employees</u>	90
<u>Appendix D Salary Schedules – Supplemental Positions</u>	94
<u>Appendix E Evaluation Form – Classified Employees</u>	101
<u>Appendix F Emergency Leave Fund and Forms</u>	103
<u>Appendix G Salary Schedules – Certified Employees</u>	107
<u>Appendix H Salary Schedules – Classified Employees</u>	111
<u>Appendix I Miscellaneous Forms</u>	115
<u>Request for Attendance at Professional Meetings</u>	116
<u>Reimbursement Voucher</u>	117
<u>Tuition Reimbursement Application</u>	118
Appendix J MOU - Article 12 - Evaluation Procedures.....	120
MOU - Primary and Elementary Planning Time.....	125

GOVERNING PROVISIONS

ARTICLE 1 RECOGNITION

THIS CONTRACT made and concluded at Monroe, Ohio, this date by and between the Monroe Education Association, hereinafter referred to as the M.E.A. and the Monroe Local School District Board of Education, hereinafter referred to as the Board, and jointly referred to hereinafter as the parties hereto.

The parties hereto believe that the welfare of the children of the Monroe Local School District is paramount in the operation of the schools of the district and to this end both parties will endeavor to promote it.

The parties hereto believe that the interest of the education system is best served when mutual understanding, cooperation, and communication exist among the Board, the Administration, and the M.E.A.

- 1.1 The Board recognizes the M.E.A., an affiliate of the Ohio Education Association and the National Education Association, as the sole and exclusive bargaining agent for the purpose of bargaining wages, hours, benefits, and other terms and conditions of employment for the certified staff and classified staff in the bargaining unit. The bargaining unit consists of all full and regular part-time certified employees, provided that these individuals work on a substantial and regular basis, more than seventeen and one-half hours per week, every week of the school year or a total of 120 school days during the regular school year for the Board, and all full time and regular short hour classified staff. Excluded from the bargaining unit will be all supervisory personnel including but not limited to the Superintendent, Treasurer, all Administrative Assistants, Directors, Principals, Assistant Principals, the District Activities Director, and other Administrative or Supervisory personnel; secretaries and/or clerical employees in the Board of Education office, and substitute employees except those substitute employees assigned to one specific teaching position for sixty (60) consecutive school days or one hundred and twenty (120) school days in the Monroe Local School District in any combination of assignments during a single school year. Such substitute employees, subject to continued satisfactory performance, shall remain in the bargaining unit until the return to duty of the employee whose position the substitute has been assigned to or the end of the school year, whichever event occurs first.
- 1.2 Whenever the word “certified” or “classified” or “employee” is used in this Agreement, it shall be deemed to mean the employees in the bargaining unit covered by this Agreement, as defined in Article 1, section 1.1 hereof.

ARTICLE 2
DEFINITIONS

- 2.1 “Days” as used in this Agreement shall be defined as Monday through Friday exclusive of legal holidays, winter, and spring break.
- 2.2 “Association” or “M.E.A.” means the Monroe Education Association.
- 2.3 “Board,” “Board of Education,” or “Employer” means the Board of the Monroe Local School District.
- 2.4 Unless otherwise provided herein, the “school year” shall be defined as the time period July 1 through June 30.
- 2.5 For purposes of this Agreement, seniority will be defined as the length of continuous employment with the Board of Education as verified by official Board minutes.
- A. When two (2) or more employees have equal seniority, the tie will be broken by the Superintendent or designee based on:
- the date the employee signed his/her contract; then by
 - a determination of the Superintendent, or his or her designee, after interviewing all the affected individuals and considering their overall performance; then by
 - total years of teaching or working in a public school system; then
 - broken by lot.
- B. Continuous employment as referenced above shall include all time on Board approved leaves of absence, all time on disability retirement to a maximum of five (5) years, and all time that an employee’s contract has been suspended, provided there is no break in employment, provided further that an employee shall not accrue seniority while on an unpaid leave of absence.
- C. The Board shall prepare, maintain, and post a seniority list. Revisions and updates shall be prepared and posted in January of each year. A copy of the seniority lists and updates shall be given to the Association President. Any corrections shall be provided to the Board within thirty (30) days of receipt. The Board shall then use this list when required to act based upon seniority.

Certified Employees shall be listed on the seniority list by contract status (continuing or limited) and by area of certification/license.

Classified employees shall be listed on the seniority list by classifications. Notation shall be made if an employee has worked in another classification.

- D. Seniority shall be lost by an employee upon termination for cause, resignation, retirement, or when an employee accepts gainful employment on approved leave of absence.

ARTICLE 3
MANAGEMENT RIGHTS

- 3.1 Except as otherwise specifically provided in this Agreement, the Board hereby retains and reserves all powers, rights, authority, duties, and responsibilities conferred upon and vested in the Board or its Superintendent by the laws and the Constitution of the state of Ohio including, but not limited to, their exclusive right and responsibility:
 - A. to determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Employer, standards of services, its overall budget, utilization of technology, and organizational structure;
 - B. to direct, supervise, assign, reassign, schedule, evaluate, hire, discipline, suspend, demote, discharge, reprimand, layoff, transfer, promote, or retain employees;
 - C. to maintain and improve the efficiency and effectiveness of the Employer's operations;
 - D. to determine the overall methods, process, means, or personnel, internal and external, by which the Employer's operations are to be conducted, the location, type, and number of physical facilities, equipment, programs, and the work to be performed;
 - E. to determine the size, composition, and adequacy of the work force, as well as to make, amend, and enforce work rules, regulations, standard operating policies, and procedures;
 - F. to determine the overall mission of the Employer as a unit of government;
 - G. to effectively manage the work force;
 - H. to determine the hours of work and work schedules;
 - I. to determine the duties to be included in all job classifications;

- J. to take actions to carry out the mission of the Employer as a governmental unit.
- 3.2 It is agreed that the above listing of management rights shall not be deemed to exclude other proper functions not specifically listed herein or traditionally exercised by the Board.
- 3.3 The management rights set forth above shall not be subject to arbitration or impairment by an arbitration award or otherwise except to the extent that such rights are specifically limited by an express provision of this Agreement. Failure to exercise a right or exercising it in a particular manner shall not be deemed a waiver of any management right or prerogative.
- 3.4 The Board agrees that conditions of employment relating to wages, hours of work, and other significant and material terms and conditions of employment not expressly covered by this Agreement which are mandatory subjects of bargaining as defined by law may not be changed by the Board unless the Association is first given notice of the proposed change and an opportunity to bargain regarding the proposed decision and/or the effects of such a decision on bargaining unit employees as that bargaining obligation is defined by law.

ARTICLE 4
RIGHTS OF THE MONROE EDUCATION ASSOCIATION

4.1 ASSOCIATION RIGHTS

The Association shall be granted the following organizational rights:

- A. To enter into collective bargaining discussions with the Board in accordance with the provisions of the contract.
- B. The Association may use the school mail system (including e-mail before and after school) for distribution of Association materials to members of the bargaining unit in keeping with section 4.1(F) below.
- C. Upon approval of the Superintendent or designee, the Association may use the school buildings in the District for meetings by filing the appropriate building use forms.
- D. The Board will provide the Association President with a copy of the Board meeting agenda(s) plus addenda and a copy of all Board minutes.
- E. The Association shall be provided the names, addresses, and telephone numbers of all bargaining unit members.

- F. Each worksite shall provide space on a designated bulletin board for Association material for the purpose of communicating with the bargaining unit. The display of materials of an inflammatory or slanderous nature shall be prohibited. It is understood and agreed that such materials will not promote or give notice of illegal or unlawful acts.

4.2 ASSOCIATION REPRESENTATIVES

- A. The President of the M.E.A. or his/her designated representative shall be allowed to visit schools before or after school hours to discuss problems or grievances that individual employees may have.
- B. The President of the M.E.A. or his/her designated representative shall have a seat at a table near the one occupied by the Board during official meetings of the Board of Education. The President may be asked to comment on items under consideration, which concern employees.
- C. Faculty representatives to the M.E.A. executive committee shall be excused from other meetings to attend scheduled monthly meetings of the executive committee.

4.3 PAYROLL DEDUCTIONS

- A. The names and addresses of newly employed personnel eligible for membership in the M.E.A. shall be made available to the M.E.A. following Board approval of the contracts. These employees shall be provided by the M.E.A. with a copy of the current Master Contract.
- B. An employee, upon his/her written request, shall be given the right of payroll deduction of combined dues for the M.E.A. and its affiliates without cost to the association or the individual involved.
- C. The M.E.A. is to assume clerical responsibility for registration for membership.
- D. The M.E.A. faculty representatives shall be allowed appropriate time during the preschool workshop for instruction regarding registration and enrollment.
- E. Payroll deductions shall be conducted by the School Treasurer's office. Subject to the provisions of Section 4.4 below, each employee shall have the right to discontinue any such deductions by proper notice to the Treasurer of the Board at the commencement of each school year.

- F. The M.E.A. agrees that it will indemnify and hold the Board harmless from and recovery of damages and expenses sustained by reason of any action taken under this Article.
- G. The Treasurer for the Board will provide the Association two (2) checks each payday: one made out to the Ohio Education Association and the second check made out to the Monroe Education Association.
- H. The M.E.A. Treasurer will inform the payroll department of the District the amount of dues to be deducted for the Ohio Education Association and for the Monroe Education Association.

4.4 FAIR SHARE FEE

- A. Payroll Deduction of Fair Share Fee – Board shall deduct from the pay of all members in the bargaining unit who elect not to become or to remain members of the M.E.A., a fair share fee for the Association’s representation of such non-members during the term of this Contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association’s work in the realm of collective bargaining.
- B. Notification of the Amount of Fair Share Fee – Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about September 15 of each year during the term of this Contract for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.
- C. Schedule of Fair Share Fee Deductions
 - 1) All Fair Share Fee Payers – Payroll deduction of such fair share fees shall begin at the second payroll period in January except that no fair share fee deductions shall be made for bargaining unit members employed after December 31 until 60 days after initial employment.
 - 2) Upon termination of membership during the membership year – the Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

- D. Transmittal of Deductions – The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.
- E. Procedure for Rebate – The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09 of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the constitutions of the United States and the State of Ohio.
- F. Entitlement to Rebate – Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.
- G. Indemnification of Employer – The Association, on behalf of itself and the OEA and NEA, agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:
- 1) the Board shall give a ten (10) day written notice of any claim made or action filed against the Employer by a non-member for which indemnification may be claimed;
 - 2) the Association shall reserve the right to designate counsel to represent and defend the Board;
 - 3) the Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;
 - 4) the Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.
- H. Nothing in this Article shall inhibit or interfere with the rights of any employee objecting to the payment of Association dues or fair share fees based on religious grounds. The rights of such employees shall be resolved

under the provisions of Section 4117.09 of the Ohio Revised Code, allowing for the contribution of an equivalent amount to a charitable organization.

- I. Arbitrations under the Association's rebate procedure concerning fair share fee objections shall be held outside regular school hours.

ARTICLE 5

DECISION MAKING FRAMEWORK

- 5.1 The Board and the Association have developed a decision making framework in an effort to further a good working relationship between the parties. This structure shall include a Leadership Council, which is a building level committee, and a Labor Management Committee, which is a district-wide committee.

Training for these committees shall be scheduled annually or as deemed necessary by the LMC.

5.2 LEADERSHIP COUNCIL

- A. There shall be a Leadership Council established in each building, which shall be co-chaired by an M.E.A. Representative, appointed by the President, and the building Principal. Five additional members shall be elected by the membership in each building.
- B. After election of the employees to the Leadership Council, the chairperson and the building principal shall evaluate the structure of the committee and jointly determine whether additional employees need to be added to provide adequate representation to the staff. They shall then take these recommendations back to the Leadership Council for their approval. Membership may be granted to other employees by the committee on a permanent or temporary basis for the school year. They may also from time to time, when necessary, appoint an employee or employees of the building staff who are not members of the committee for particular project studies. All meetings are to be open so that any employee or administrator can attend as an observer.
- C. The function of the Leadership Council is to strengthen communications in regard to building concerns and programs. Additionally, the Leadership Council will have the responsibility of providing building specific direction by reviewing research, gathering data, and providing data-driven recommendations to the Superintendent that will create procedures for achieving school improvement. Decisions and/or recommendations shall be made by consensus. The existence of the Leadership Council shall not impede and/or supersede any management rights the Board currently possesses as set forth in Article Three of this Agreement.

Areas of discussion can be, but are not limited to, the following:

Instruction
Student Life
Professional Development
Community and Parental Involvement

- D. At the start of the school year, the dates and times of the monthly Leadership Council meetings shall be set, with an option to schedule additional meetings on an as-needed basis. Special meetings may be scheduled when necessary.
- E. An agenda of matters to be considered at the regular meetings shall be distributed to the building employees at least twenty-four (24) hours before any regular meeting.
- F. Minutes of all meetings shall be kept and made available to the employees, the M.E.A. and the Superintendent.

5.3 CLASSIFIED LEADERSHIP COUNCIL

- A. There shall be a classified leadership council (LC) which shall be co-chaired by a MEA representative, appointed by the President and an administrator appointed by the superintendent. The purpose of the LC is to strengthen communication in regard to building and classification concerns. The LC is not intended to impede management rights or the grievance procedure in this contract. The LC is also not intended to serve as a representative for individual member's contract issues or employment problems.
- B. There shall be a representative from each classification serving on the LC. Representatives shall be appointed by the classified vice-president.
- C. The LC shall schedule monthly meetings with additional meetings scheduled as necessary.
- D. Classified members of the MEA may submit items for discussion to their classification representative or to the MEA chair. Management may also submit issues for the agenda.
- E. Minutes shall be kept from each meeting and distributed as determined by the LC.

Any issue not resolved at the LC level may be submitted to the LMC by notifying the MEA president and superintendent. Such submission may be made by any member on the LC.

5.4 LABOR MANAGEMENT COMMITTEE

- A. The intent of the LMC is to strengthen communications in regard to district-wide concerns, programs, and address issues not resolved by the BLT and the classified LC. Decisions and/or recommendations shall be made by consensus.
- B. Additionally, the Labor Management Committee, or an appropriate subcommittee, will be kept informed with respect to changes to and development of courses of study prior to recommendations being made to the Board or the Board's action on a recommended curriculum change.
- C. Each topic shall be discussed fully and action reached before proceeding to another topic. Topics requiring further study may be tabled. Where mutually satisfactory decisions are not reached, the topic shall be cancelled, reverting to its proper place in the labor management relationship – for instance, grievance procedure, negotiations, etc.
- D. Representation on this committee will be:
 - 1) For the Administration:
 - Superintendent or designee
 - Principal from each building
 - Other Administrative Representative
 - 2) For the Association:
 - President
 - Vice-President for Certified Staff
 - Vice-President for Classified Staff
 - One at-large Representative for Certified Staff and
 - One at-large Representative for Classified Staff
 - LC Chairs from each building
- E. The existence of the Labor Management Committee shall not impede and/or supersede any management rights the Board currently possess as set forth in Article Three of this Agreement.
- F. The parties reserve the right to invite their Association Representative or Legal Counsel to meetings where Agenda items have bearing upon matters that relate to collective bargaining or potentially grievable items or where otherwise deemed necessary upon written notice to the other party.

- G. The Superintendent and President will serve as co-chairpersons of the committee.
- H. One member appointed by the co-chairmen will serve as secretary and prepare minutes of the meeting. Before distribution, both parties shall review the minutes. Copies will be provided to all administrators, board members, and employees.
- I. At the start of the school year, the dates and times of the LMC meetings shall be scheduled to be held every six (6) weeks. Additional meetings may be scheduled as deemed necessary by the parties. Every attempt shall be made to keep to the preset schedule, realizing that some flexibility is necessary.
- J. An agenda shall be submitted at least 48 hours prior to the meeting to both parties. The intent is for each side to come to the meeting as well prepared as possible. Except in emergencies, topics not on the agenda shall not be discussed but placed on the following meeting's agenda. Emergency items may be added to the agenda by mutual consent.

5.5 LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

- A. A Local Professional Development Committee ("LPDC") shall be established. The "Standards and Guidelines" as approved by the Board and the Association are attached hereto as Appendix A.

ARTICLE 6
NEGOTIATION PROCEDURES

6.1 COMPOSITION OF NEGOTIATION TEAMS

- A. Not more than six (6) persons shall represent the Association.
- B. Not more than seven (7) persons recommended by the Superintendent and approved by the Board shall represent the Board. A chairperson shall be designated in advance.
- C. In addition to the members of the negotiating committee, either party may call upon consultants, limited to three (3) for either party, to actively assist and participate in negotiations.
- D. A quorum consisting of four (4) members representing the Association and two (2) members representing the Board shall be present before each negotiating session is begun.

- E. Each side shall name a chief spokesperson for their negotiation team. The chief spokesperson shall be the official contact person for the team.
- F. Members of the negotiating teams as professional individuals shall be expected to voice their opinions openly and freely in a cooperative attempt to reach equitable decisions. Neither the Association nor the Board shall take any sanctions or reprisals of any kind by reasons against any person because of his/her participation in negotiations.
- G. The negotiating teams may jointly appoint ad hoc study committees to research, study, and develop projects, reports, and programs, and to make recommendations on matters under consideration. Such appointments shall include specific instructions as to time and methods for reporting findings. These committees shall report all findings to both negotiating teams in joint session.

6.2 REQUEST FOR NEGOTIATION

- A. A written request to commence negotiations shall be made by the Association President to the Superintendent or by the Superintendent to the Association President. Such request for the negotiating sessions shall be made by April 1, unless an alternative date is mutually acceptable by both parties.
- B. The Superintendent or his designee and the Association President or his/her designee shall make arrangements for the time and place of the first meeting.

6.3 CONDUCT OF MEETINGS

- A. The party initiating negotiations shall present its issue(s) first, providing rationale for its position. The other party shall then present its issues, providing rationale for its position. Continuation of the meetings thereafter shall be set up by mutual agreement of the negotiation teams.
- B. Once proposals are exchanged between the parties, which shall be done at the first meeting, no issues shall be added to the agenda for negotiation with consent of both teams.
- C. The Board, through its Superintendent, agrees to furnish the Association's negotiating team, upon request, all available information concerning financial resources of the district and information regarding topics being negotiated.
- D. Representatives of the news media shall not be permitted to attend a negotiating meeting except by mutual consent of the negotiating teams.

- E. Any press releases must be agreed upon by both of the negotiating teams.
- F. Upon request of either party, the negotiation meeting shall be recessed to permit a caucus. The caucus shall be no more than thirty (30) minutes unless mutually agreed upon.

6.4 TENTATIVE AGREEMENT

- A. Agreement reached by the negotiation teams on particular items or issues shall be reduced to writing and initiated by the spokesperson of both negotiating teams. Final approval and ratification shall be by the membership of the Association and of the Board.
- B. If either or both the Association and the Board refuses to approve the agreement, the matter shall then be resubmitted to the negotiating teams with recommendations or questions for clarification. The negotiation teams shall proceed as before.
- C. While no final agreement shall be executed without ratification by the Association and adoption by the Board, 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 agreement.
- D. When an agreement is reached through negotiations, on the issues, both parties shall review the agreement together for accuracy. If the agreement is then in proper form, it shall be submitted to the Association and the Board for ratification and adoption. When adopted by the Board, the Agreement shall become part of the official Board minutes and binding on both parties. The Board representatives and the Association representatives shall sign said agreement.

6.5 IMPASSE

- A. If the parties are unable to reach agreement on all issues within forty-five (45) calendar days from the date of the first negotiating session, unless both negotiation teams extend the time, either party may refer the remaining issues to the Federal Mediation and Conciliation Service.
- B. In the event the parties are unable to reach an agreement prior to the expiration of the current or extended Agreement and an impasse exists, the Board is free to implement its last offer or the Association is free to strike, provided that ten (10) days written notice of such action has been given to the other party prior to an implementation of its last offer by the Board or a strike by the Association.

6.6 CONTRARY TO LAW

- A. If any provision of this Contract shall be found to be contrary to law by a Court of competent jurisdiction, then that provision shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect for the term of the Contract.
- B. Any section of this Contract found to be invalid, pursuant to Section 6.6(A) above, shall be renegotiated. Negotiations on such Section only shall commence within fifteen (15) days of the determination that the provision is invalid. Negotiations shall be in conformance to the procedures set forth above.

6.7 The parties acknowledge that during the negotiations that resulted in this agreement, each party had the unlimited right and opportunity to make demands and proposals, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement, and this agreement embodies all applicable provisions relating to employees covered. Therefore, the Board and the Association, for the term of this agreement, each agree that the other shall not be obligated to negotiate with respect to any item covered by this agreement. The Board and the Association may, however, mutually agree to alter, amend, supplement, enlarge, or modify the provisions of this agreement only by a written agreement or letter of understanding.

6.8 The parties agree that this agreement will be the sole and exclusive recourse available to employees and the parties hereto and, where provisions of this agreement conflict with otherwise applicable provisions of Ohio law, this agreement shall prevail pursuant to Ohio Revised Code, Chapter 4117.

ARTICLE 7
GRIEVANCE PROCEDURE

7.1 DEFINITIONS

- A. A “grievance” shall be described as a dispute or complaint arising between the parties hereto under or out of this Agreement or the interpretation, application, performance, termination, or any alleged breach thereof. A grievance shall be submitted through the prescribed form found in Appendix B.
- B. The grievant is an employee or the Association.
- C. The term days, when used in this Article, shall mean contract workdays unless otherwise indicated.

7.2 STATEMENT OF BASIC PRINCIPLES

- A. Every employee who so requests shall be represented by the MEA in the grievance procedure. The employee shall be present at any grievance discussion. When a party requests the presence of an employee at a grievance hearing, illness or other incapacity of the employee shall be grounds for any necessary extension of grievance procedure time limits. The failure of the grievant to act on any grievance within the prescribed time limits will act as a bar to any further appeal and any administrator's failure to give a decision within the time limits shall cause the grievance to be advanced to the next step of the grievance process. The time limits, however, may be extended by mutual agreement.
- B. An employee who participates in these grievance procedures shall not be subject to discipline or reprisal because of such participation. A copy of the grievance shall not be filed in the employee's personnel folder.
- C. Hearings and conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present to attend and will be held, insofar as possible, after regular school hours, or during non-teaching time of personnel involved. When such hearings and conferences are held at the option of the administration during school hours, all employees whose presence is required shall be excused, with pay, for that purpose. Arbitration hearings, however, shall be held during regular working hours unless scheduled otherwise by the arbitrator.
- D. All notices of hearings and dispositions of grievances shall be either mailed or hand delivered with the date of mailing or postmark and date of receipt recorded thereon. Written grievances and appeals shall be deemed to have been received one (1) day after postmarked: if hand delivered, the date received and initials of the recipient shall be recorded thereon.
- E. It is important that a grievance be processed as rapidly as possible. The number of days indicated at each level shall be considered as a maximum, and every effort shall be made to expedite the process. The time limit specified may be extended by mutual agreement.
- F. All grievances may be withdrawn at any level without prejudice. In the case of grievances filed by individuals, the employee involved has the right to withdraw the grievance at any time. If either party unilaterally chooses to withdraw grievance after the grievance has been submitted to arbitration, the party unilaterally withdrawing said arbitration grievance shall be responsible for all costs and fees associated with the arbitrator, unless mutually agreed to otherwise.

7.3 PROCEDURE

- A. Level One – A grievance lodged with the principal or the appropriate administrator must be within thirty (30) days after the grievant could reasonably be assumed to have known of the event or action giving rise to the alleged grievance. The grievance conference shall occur within ten (10) days after the grievance is filed. The grievant shall be accompanied by the local MEA building representative or any other MEA personnel of the grievant's choosing. The principal or appropriate administrator shall file his/her decision within ten (10) days after the Level One conference.

- B. Level Two – In the event a grievance has not been satisfactorily resolved at Level One, the MEA may file, within ten (10) days of the principal's or the appropriate administrator's written decision at Level One, a copy of the grievance with the Superintendent. Within ten (10) days after such written grievance is filed, the grievant, the MEA and the Superintendent or his designee shall meet to attempt to resolve the grievance. The Superintendent or his designee shall file his decision within in ten (10) days of the Level Two hearing and communicate it to the grievant and the MEA.

- C. Level Three – If the grievance has not been satisfactorily resolved at Level Two, the MEA may within ten (10) days of the Level Two decision, submit the issue to grievance mediation through the Federal Mediation and Conciliation service (FMCS). A joint request shall be made of the FMCS to obtain the services of the federal mediator unless it is agreed that mediation is not applicable. Grievance mediation shall occur no later than thirty (30) days after the request for mediation has been made. If it is the decision of the parties that mediation is not applicable the Association may submit the grievance to binding arbitration at Level Four.

- D. Level Four – If mediation has not resolved the grievance to the satisfaction of the Association or if there is a mutual decision to not use mediation, the Association may notify the Superintendent of its intent to submit the matter for arbitration. Included in such notification, the Association shall indicate the reason the grievance has not been satisfactorily resolved. Failure to file such appeal within ten (10) days from the close of mediation shall be deemed a waiver of the right to appeal. In cases where mediation is not utilized, the appeal must be submitted within ten (10) days after the parties decide not to use mediation.

- E. The Board and the MEA shall share the cost for the services of the arbitrator, including per diem expenses, if any, and the actual and necessary travel and subsistence expenses equally.

- F. When issued in accordance with these procedures, the opinion and award of the arbitrator shall be final and binding to all parties. The arbitrator shall not have the power to add to, or subtract from, or modify this contract.

WORKING CONDITIONS – ALL EMPLOYEES

ARTICLE 8 REDUCTION IN FORCE

8.1 REASON

- A. If, in the sole judgment of the Board, it is determined to make a reduction in force for any reason including, but not limited to the reasons set forth in Section 3319.17 of the Ohio Revised Code, then the following procedures shall be utilized when making the reduction. The parties agree and understand that the provisions set forth in this article shall supersede and replace those provisions of O.R.C. 3319.08.1, 3319.17 and 3319.172.
- B. When staff reduction is necessary, the Superintendent shall meet with the Association President at least thirty (30) days prior to any action taken by the Board to discuss the reasons for the reduction in force and the impact upon the bargaining unit.

The Superintendent or designee shall give written notice of the intent to recommend the suspension of contracts to the employees so affected ten (10) days prior to Board action, and a list of all those affected shall be given to the Association. Implementation of a Reduction-in-Force (RIF) shall occur no sooner than fifteen (15) days after a Board action.

8.2 SENIORITY

- A. Seniority shall be defined as the length of continuous employment with the Board with the date of employment as verified by official Board minutes and in keeping with section 2.5 of this contract.

8.3 REDUCTION OF CERTIFIED EMPLOYEES

- A. Reductions shall be made through attrition to the extent possible.
- B. If additional reductions are needed, limited contract employees shall have their contracts suspended in accordance with seniority within the teaching certification(s)/license to be affected by the layoff.

- C. If further reductions are necessary, continuing contract employees shall have their contracts suspended in accordance with seniority within the teaching certification/license area affected by the layoff.
- D. Displacement/bumping rights for those employees within the teaching certification/license affected by the layoff who received notice of Reduction in Force shall be exercised with no employee holding a limited contract exercising displacement over an employee with a continuing contract.

The Association and Superintendent shall establish a framework to determine the timelines for displacement rights.

The initiation of displacement rights shall begin with the most senior employee notified of a contract suspension and shall continue by seniority. Said employee shall have the right to displace the least senior employee within his/her areas of certification/license.

- E. Once displacement/bumping rights have been completed, a final list of employees whose contracts will be suspended will be developed. The Board shall take official action to suspend said contracts and affected employees shall be notified in writing following Board action.

8.4 REDUCTION OF CLASSIFIED EMPLOYEES

- A. The number of employees affected by the reduction in force will be kept to a minimum by not employing replacements insofar as practical, of employees who resign, retire, or otherwise vacate a position.
- B. The Board shall determine in which classification or classifications the layoff should occur and the number of employees to be laid off.
- C. If employees within a classification are reduced in hours, the reduction will occur by seniority (*i.e.* if it is determined that three (3) employees should be reduced by one (1) hour each, the three (3) least senior employees will receive the reduction).
- D. In the classification of layoff, the employees on probation shall be laid off before any employee in that classification employed under a continuing or permanent status is laid off. Any employee affected by reduction in force shall have the right to displace/bump the least senior employee within the particular job classification in which he/she works. However, if no position is available within this job classification, then said affected employee who has worked in another classification may bump the least senior employee in that classification provided he/she has greater seniority.

- 1) Any employee displaced by bumping shall have bumping rights throughout the classification series on the basis of seniority.
- 2) Non-bargaining unit employees may bump back into the unit in the event of a layoff, job abolishment, or non-renewal; however, the bumping employee may only bump the least senior employee in the classification in which he/she had previously worked.

E. Classification series for layoff and recall shall be as follows:

- 1) Food Service
Grade I – Food Service Coordinator
Grade II – Lead Cook
Grade III – Food Service Workers
- 2) Custodial
Custodian I, Custodian II, Lead Custodian
- 3) Maintenance
Licensed
- 4) Secretarial
- 5) Technology Paraprofessional
- 6) Paraprofessionals, Clinic Aides

8.5 RECALL PROCEDURES

A. CERTIFIED

Certified employees whose contracts have been suspended shall be recalled within his/her certification/license, on the following basis:

- Employees having a continuing contract, by seniority;
- Employees having a limited contract, by seniority.

A certified employee whose contract is suspended shall be placed on a recall list for two (2) years and maintain rights as defined below.

B. CLASSIFIED

In each classified employees' work classification a recall list shall be prepared with employees listed by seniority. The most senior employee shall be called back first, then next most senior second, and so forth.

The Association shall receive a copy of these lists.

A classified employee whose contract is suspended shall be placed on a recall list for two (2) years and maintain rights as defined below.

- C. The recall lists shall be maintained for a period of two (2) school/work years. Thereafter, an employee on layoff shall lose his/her right to recall.
- D. No new employees shall be hired while there are layoff employees available who are certificated/licensed to fill certified vacancies or qualified to fill classified vacancies.
- E. Vacancies shall be offered in writing to the employee standing highest on the recall list before the next employee on the list may be considered. Any certified employee who declines a position for which he/she is certified/licensed and any classified employee who declines a position for which he/she is qualified shall be removed from the recall list.
- F. The Board has fulfilled its responsibility herein by sending a written offer for a job vacancy to an employee on the recall list by certified mail at the last address left by the employee. Unclaimed, refused, or non-deliverable notices as well as failure to respond within ten (10) calendar days from date of mailing shall constitute refusal of the vacancy. Additionally, an employee will be removed from the recall list if he/she accepts full-time teaching employment.
- G. Employees on layoff shall be permitted to carry group life insurance, dental, vision, and group medical and hospitalization insurance for the period the employee is eligible to be recalled from layoff, provided they pay 100% of the cost of the premiums for such insurance or the amount of the premium prescribed by federal law. It shall be the individual's responsibility to see that the monies are paid to the Board Treasurer by the first day of each month. It is understood that the Board will assume no responsibility for any cancellations of insurance coverage. It is also understood that this arrangement is only valid while the laid-off employee remains unemployed.

ARTICLE 9

NON-RENEWAL, TERMINATION, AND DISCIPLINE

9.1 STATEMENT OF PURPOSE

- A. The Board and the Association recognize that in the interest of maintaining good morale and in the interest of effective personnel management, fair dismissal rights should be accorded all staff and should be embodied in every type of contractual agreement subject to this Article.
- B. Except as otherwise provided in this contract, the employment status of any employee shall not be altered to his/her detriment (suspension, non-renewal of contract, or termination) except for just cause and then not

without adequate fair procedures that guarantee to protect both the Board and the employee.

9.2 CLARIFICATION OF TERMS AND CONDITIONS

- A. Termination of a contract shall be defined as the ending of a continuing contract or a limited contract before the expiration time period specified in said contract.
- B. Non-renewal of a contract shall be defined as a failure by the Board to issue a new contract to an employee when the time specified in the employee's contract expires.
- C. Suspension shall be defined as the removal of an employee from his or her assigned duties.
- D. Except as provided in section 9.3 regarding contract terminations, it is the intention of the parties that the provisions of this Article shall govern all aspects of non-renewals, notice of suspension, discipline, and evaluation of employees. All statutory provisions in Chapter 3319 regarding these subjects are hereby waived and superseded as provided by O.R.C. Section 4117.10(A).

9.3 TERMINATION OF A CERTIFIED EMPLOYEE'S CONTRACT

A. Basis for Termination

The contract of an employee may be terminated by the Board for gross inefficiency or immorality; for willful and persistent violations of reasonable regulations of the Board; or for other good and just causes (Section 3319.16, Ohio Revised Code).

B. Procedure

- 1) The legal procedures the Board must follow in terminating a contract are outlined in the Ohio Revised Code, Section 3319.16.
- 2) Any employee who has been notified of intent to dismiss has the right to undertake with his/her representative a complete review of his/her personnel file.
- 3) Upon receipt of a written notice containing full specifications of the grounds for termination, the employee may proceed according to the procedure outlined in the Ohio Revised Code Section 3319.16.

9.4 NON-RENEWAL OF CERTIFIED EMPLOYEE'S LIMITED TEACHING CONTRACT

A. Basis for Non-Renewal

Non-Renewal of an employee's contract by the Board may be for gross immorality, for willful and persistent violation of rules and regulations of the Board, for inefficiency based on professional evaluations, or for other good and just cause.

B. Procedure

- 1) An employee whose contract is not being considered for renewal shall be notified in writing on or prior to April 30. Such notice may be personally served or served on the employee by registered or certified mail, return receipt requested, at the last address given by the Employee to the Board. The notification shall include the following information:
 - a) full specification of the grounds for such non-renewal;
 - b) the right to undertake with his/her representative a complete review of his/her personnel files, which shall be in the office of the Superintendent or designee.
- 2) Upon receipt of the notice, the employee may begin action through the Grievance Procedure, which is the sole recourse available to an employee.
- 3) In cases of non-renewal the affected employee will be afforded a hearing with the Superintendent or his designee prior to Board Action on the issue of non-renewal of the limited contract at which time he or she shall have the right to have an Association representative present.
- 4) The above contract provisions for non-renewals of limited contracts regarding the subjects of notice, specifications, personnel file review, meetings or hearings and related provisions are exclusive and shall control, replacing and superseding the provisions of O.R.C. Sections 3319.11 and 3319.111.

9.5 NON-RENEWAL OF CLASSIFIED EMPLOYEES

- A. Non-renewal/termination of classified employees shall be in accordance with O.R.C. 3319.08.1.

- B. In cases of non-renewal of classified employees, the affected employee will be afforded a hearing with the Superintendent at least fifteen (15) days prior to board action. At this time the employee shall have the right to association representation. It is understood that this does not apply to the employee's initial probationary period.

9.6 DISCIPLINE

An initial step in the discipline process may be an investigation which may include an interview with the employee. Should such investigation result in a finding that discipline may be warranted, the following disciplinary procedure shall be followed. However, there may be circumstances that do not require an investigation. In such cases the following disciplinary procedure shall also be followed.

- A. The employee shall be notified of the date and time that a pre-disciplinary hearing shall be held. Such notice shall be at least two school days in advance of the hearing date. Additionally the employee will be informed of the accusations made against him/her.
- B. During the hearing, the employee will receive an explanation of the accusations and findings, including evidence of misconduct or performance. The employee shall have the opportunity to respond. The employee is entitled to Association representation at the hearing.
- C. If the pre-disciplinary hearing results in discipline, the reasons for the discipline shall be reduced in writing and given to the employee following the hearing. Preference will be to present such document directly to the employee.
- D. The Board may discipline an employee by issuing a written reprimand, disciplinary transfers, demotion or a suspension with or without pay which shall be reduced to writing and placed in the employee's personnel file. However, should there be a decision not to discipline an employee, no record of investigation or hearings shall be placed or noted in the employee's file.
- E. The employee shall have the right to write a rebuttal which shall be placed in his/her personnel file.
- F. The pre-disciplinary hearing shall precede the discipline as stated above except in extreme circumstances where removal from duties may need to precede such hearing.

- G. If the pre-disciplinary hearing results in administrative recommendation of termination of employment, the affected employee shall have the rights afforded him/her under Section 9.3 or 9.5.
- H. As a form of disciplinary action, the board may, upon recommendation of the Superintendent, suspend an employee without pay for a period exceeding ten (10) days. The Superintendent, with or without Board approval, may issue a suspension without pay for up to ten (10) days.
- I. An employee may file a grievance for discipline involving a disciplinary transfer, demotion, or suspension.
- J. Nothing in this Article shall prevent the administrator/supervisor from issuing a verbal reprimand provided he/she gives the employee the opportunity to explain.

ARTICLE 10
PERSONNEL RECORD FILE

- 10.1 There shall be one official personnel file for each employee maintained in the Superintendent's office.
- 10.2 An employee shall receive any material which may be considered critical of his/her conduct, service, character, or personality before it is placed in his/her personnel file. An employee shall acknowledge that he/she has read the material by dating and affixing his/her signature to the copy to be filed. His/her signature shall not indicate agreement with the content of the material, but indicates only that the member has inspected the material. He/she shall also have the opportunity to reply to such critical material in a written statement to be attached to the filed copy.
- 10.3 Employees shall be informed of any complaint by a parent and/or student, which are directed toward them, which will become a matter of record in the employee's file.
- 10.4 Anonymous letters or materials shall not be placed in an employee's file nor shall they be made a matter of record in the employee's file.
- 10.5 All material being placed in a personnel file shall be dated.
- 10.6 All materials contained in personnel files shall be privileged information and these files shall be closed except as otherwise provided by law. An employee will be notified as soon as possible of a public records request to see or copy his or her personnel file.

- 10.7 An employee shall have the right, upon request, to review the contents of his/her own personnel file in the presence of a member of the personnel staff. A representative of the MEA may, at the employee's request, accompany said employee in such a review.
- 10.8 Following a review, an employee shall be entitled to a copy, at his/her cost, of any material in his/her file except material originally supplied to the Board as confidential prior to employment.

ARTICLE 11
STUDENT DISCIPLINE, ASSAULT, COMPLAINTS

- 11.1 The Board recognizes its responsibilities to support employees in their duties and shall fully support and assist employees in the maintenance and control of discipline in the schools. In fact, the Board is most anxious to emphasize Board policy regarding employees carrying their responsibility in regard to maintaining discipline both within the schools proper and on school grounds, including hallways, restrooms, parking lots, etc. In accordance with Section 3319.41 of the Ohio Revised Code, an employee, principal, or administrator may use only such force as is reasonable and necessary to quell a disturbance threatening physical injury to others, to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil, for the purpose of self-defense, or the protection of persons and property.
- 11.2 It is the responsibility of the certified employee to provide a classroom learning situation, which provides an atmosphere for learning to take place. When it becomes apparent that a breakdown in classroom discipline is caused by a particular pupil who is disruptive in nature, it is the duty of the certified employee and the principal to find a reasonable solution to the problem.
- 11.3 DISRUPTIVE BEHAVIOR OF STUDENTS

- A. Behavior, which is regarded as disruptive, is defined in Section 2151.022 of the Ohio Revised Code as that of an "unruly child." When, in the opinion of the principal, said child's behavior is deemed unruly, corrective action shall be initiated or continued. Such action might include part or all of the following:
- 1) Documentation of the student's behavior.
 - 2) Conference(s) with person(s) or agencies whose involvement could significantly affect the student's scheduled courses and teacher's schedule, with possible adjustments.
 - 3) Other steps appropriate to the individual situation.

11.4 ASSAULT

- A. All cases of physical threat or violence to employees shall be reported to the principal immediately after occurrence. If, in the judgment of the employee and/or the principal, the assault is sufficiently severe, the police shall be notified. However, an employee on his or her own initiative may, and shall, if requested by the Board, file criminal charges against the person(s) assaulting him/her. A written report of all assaults on employees will be made to the Superintendent for further investigation and possible expulsion of the student. Any employee who is assaulted may be excused by the principal to seek a physician's evaluation of his/her injuries.
- B. An employee who has been assaulted shall make an immediate oral report to the principal or his/her designee. The employee shall also make a written report to the principal before leaving school that day or as soon as physically possible. The report shall contain all relevant facts and include the names of employees, students, and/or other persons who were witness to the assault.
- C. At the employee's request, the accused student or students will be immediately withdrawn from the affected employee's class(es), pending investigation, with full consideration given to the possibility of suspension, expulsion, and/or other remedies.
- D. If criminal or juvenile court action results, the employee shall be granted leave of duties without loss of pay or consultation as may be requested by the prosecuting attorney, the court, or law enforcement officers.
- E. Whenever an employee is absent from school as a result of a physical assault arising out of his/her assigned duties, he/she will be paid his/her full salary for the period of his/her absence due to the injury(ies) up to one week (seven calendar days). Such leave may be extended by the Superintendent or the Superintendent's designee based on a verified medical condition. Such leave shall not be charged against an employee's earned or earnable sick leave.

11.5 COMPLAINTS AGAINST STAFF

- A. Upon receiving a complaint from a complainant against an employee, the principal or supervisor shall give a copy to the employee involved if written, or discuss it within a reasonable period of time following the receipt of said complaint.
- B. If a conference is deemed necessary by the employee, the principal, supervisor, or the complainant, the principal shall facilitate such a conference to the extent the principal can arrange such a conference. In the

case of student complaints, the parent/guardian will be contacted to be present.

- C. Employees are expected to arrange time for conferences with students and/or complainants either during the school day or immediately after the close of school, provided the student and/or the complainant's request the conference at least one day in advance. The time and length of the conference should be kept as flexible as possible in order to accommodate all parties concerned. Employees are not expected to interrupt their classes to arrange a conference unless the principal approves.
- D. The principal shall forward a letter to the complainants indicating the disposition of said matter. A copy of it shall also be given or sent to the employee involved.
- E. When a board member receives a complaint about a bargaining unit member that he/she believes should be addressed, that board member shall direct the complaint to the Superintendent. The Superintendent or his/her designee will address the complaint in accordance with this article.
- F. Complaints that cannot be substantiated will not be placed or noted in the employee's personnel file.
- G. An employee will have the opportunity to attach a written rebuttal which shall be placed in his/her personnel file.

WORKING CONDITIONS - CERTIFIED

ARTICLE 12 EVALUATION PROCEDURE

The following evaluation procedure shall be utilized for those certificated employees who do not provide direct instruction for students at least fifty percent (50%) of the time (nurse, counselor and media specialist).

Appendix J includes the evaluation procedure to be used, effective with the 2014-15 school year for all teachers defined under the Ohio Teacher Evaluation System (OTES).

12.1 PHILOSOPHY OF EVALUATION

- A. Evaluation of teaching is a continuous constructive process for the improvement of the quality of instruction and is cooperative in nature. It provides a basis for self-evaluation and professional growth for the certified employee.

The evaluation process provides a means whereby the certified employee's competency and performance are carefully, fairly, and systematically assessed; aids in making sound administrative decision affecting the certified employee; and provides a permanent record of the certified employee's performance.

- B. All certified employees hired by the Board shall be informed as to the evaluation criteria to be used in determining their reemployment.

12.2 FREQUENCY OF EVALUATION

- A. The principal is to make a formal evaluation of every certified employee new to the Monroe Local School District each of the first three years and at the time the certified employee is eligible for a continuing contract.
- B. Other certified employees who are transferred from one school to another shall be evaluated the first year in the new assignment.
- C. In addition, formal evaluation will take place every three years for certified employees on limited contracts and five years for certified employees on continuing contracts or may be made at any time requested by the certified employee, principal, Superintendent or designee. Except in unusual circumstances, certified employees will be notified by the end of the school year if a more frequent evaluation schedule is necessary. The employee shall be informed as to the reason for a more frequent evaluation which shall be based upon prior evaluations.

12.3 OBSERVATIONS

- A. Prior to April 1, the principal shall conduct an observation three times. The observations shall be a minimum of thirty (30) minutes duration. Additional observations may be made by the principal or assistant principal.
- B. Copies of the observation form will be given to the certified employee within three (3) workdays, unless unusual circumstances arise.

12.4 CONFERENCES AND PLAN OF ACTION

- A. Observations resulting in identification of performance deficiencies shall be followed by a conference between the principal and the certified employee within ten (10) days after the observation in order for questions arising from the observation to be discussed. All of the evaluator's observations shall be compiled in writing and a copy of the written observation report given to the certified employee at the post-observation conference.

- B. Each certified employee shall be provided definite, positive assistance to correct professional difficulties and time to incorporate the recommended changes.
- C. The principal and the certified employee will develop a written plan for correcting the deficiencies, which may include assistance from the principal. The plan shall include a reasonable time between observations to allow time for improvement in the areas of performance deficiency.
- D. Other deficiencies regarding the certified employee's failure to adhere to reasonable work rules or other documented deficiencies not noted during the formal observations shall be put in writing and provided to the certified employee within a reasonable period after the deficient performance. If a written notice is not provided, said issue cannot be raised and/or expected to be corrected in formal observation/evaluations.

12.5 FINAL EVALUATION

Prior to April 10, the principal shall bring to the certified employee evaluation conference three copies of the certified employee evaluation form. The principal shall have made appropriate comments for each area in the spaces provided on the form. The certified employee shall sign the evaluation indicating that he/she has seen the evaluation.

12.6 EVALUATION FORM

- A. The Certified Employee evaluation forms to be utilized are found in Appendix C and will continue to be utilized until a new form is approved by the parties. At the beginning of the 2009-10 school year, a committee shall be formed to review and develop a new evaluation form(s)/documents. The committee shall be comprised of one teacher from each building, appointed by the Association, and four (4) Administrators appointed by the Superintendent. Once the committee has developed a form, a presentation shall be made before the LMC and then utilized on a pilot basis with certified employees volunteering to participate. In the spring of 2010, the LMC shall review the utilization of the form to determine the need for any adjustments. Once the form is finalized, it shall be presented to both the association membership and the Board for formal approval.

12.7 GENERAL PROVISIONS

- A. A good faith attempt by the Board to comply with all required evaluation or non-renewal procedures, as incorporated herein by reference, shall satisfy any and all legal requirements precedent to the nonrenewal of any

certified employee's limited contract. Therefore, any minor, technical, or other immaterial failure to comply with these procedures by the Board, which does not prejudice the substantial rights of a certified employee, shall not serve to inhibit the right of the Board to non-renew the limited contract of a certified employee.

- B. Observations and evaluations shall not be required as a condition precedent to the non-renewal of supplemental contracts which shall expire automatically, without notice, at the end of each school year.
- C. A teacher shall have the right to make written objections/comments to his/her evaluation to be included in his/her personnel file.
- D. Only procedural compliance with this Article, and not the contents of any evaluation is subject to the Grievance Procedure set forth in Article 7 herein. The employee's opportunity to submit written objections described above shall be the employee's sole recourse to dispute the contents of his or her evaluations except in disciplinary hearings before an arbitrator at which time an employee may contest the contents of an evaluation if such evaluation formed the basis for an adverse personnel action.
- E. No complaints against a certified employee will be used in the evaluation process unless previously discussed with him/her.
- F. This evaluation process and the evaluation time lines specified in this article shall supersede and replace the procedures set forth in 3319.111 of the Ohio Revised Code.

ARTICLE 13 **TEACHING CONTRACTS**

13.1 TEACHING CONTRACTS

- A. Except in regard to employees who have attained continuing contract status elsewhere, the initial limited contract offered to members new to the Monroe Local School District, except employees hired to fill vacancies occurring during the school year, or as substitute employees, shall be for a term of one (1) school year. Employees hired during the school year to fill vacancies may be offered contracts for the remaining of the school year.

13.2 LIMITED CONTRACTS

- A. Limited contracts shall be issued as follows:

First year: one year limited contract
Second year: one year limited contract

Third year: one year limited contract
Subsequent contracts: two year limited contract until such time that
the employee is eligible for a continuing contract.

- B. However, based upon evaluations, an employee otherwise eligible for a two (2) year contract may be awarded a one (1) year contract on a one time basis during the employee's employment with the Board.
- C. Notwithstanding any other provision in this agreement or State law, any newly hired employee shall be considered a probationary employee during his/her first year of teaching with the Board and may be discharged by the Superintendent or the Board and such discharge shall not be subject to the grievance and arbitration procedures of this agreement or any other appeal or hearing procedures provided by State law. The Superintendent shall give an employee written notice of his/her intent to discharge the employee's probationary employment prior to May 15 of the employee's first year of employment with the District. Prior to discharge, the employee shall be provided a written job performance evaluation. A newly hired employee who receives notice of discharge may submit a written request for a meeting with the Superintendent to discuss the discharge. An employee may request the presence of an MEA representative at this meeting. For purposes of this section, a newly hired member includes individuals who have previously served the Board as part-time tutors or substitute employees.
- D. The provisions of this section shall supersede and replace where applicable Ohio law including but not limited to O.R.C. 3319.08, 3319.11, and 3319.111.

13.3 CONTINUING CONTRACTS

- A. A teacher shall be eligible for continuing contract status in accordance with the provisions of Ohio Revised Code 3319.08 and 3319.11, provided however that no certified employee shall be eligible to be considered for a continuing contract nor deemed employed on a continuing contract by operation of law unless the certified employee, prior to October 1 of the school year in which the certified employee's contract is to expire, files with the Superintendent, or his designee, a letter of intent that the certified employee will satisfy all qualifications of the continuing contract prior to receipt of the new contract for the following year.
- B. Failure to provide the notification, as required in the paragraph above, may constitute a waiver of any claims, statutory rights, or a continued contract by operation of law and shall result in the issuance of a one-year limited teaching contract for the next school year if the certified employee is renewed. Such one year limited teaching contract shall not be

considered an extended limited contract in accordance with the provisions of the Ohio Revised Code. The Board retains the right to provide an extended limited contract at the conclusion of the limited contract provided herein. These provisions supersede and replace, where applicable, those requirements of the Ohio Revised Code 3319.08 and 3319.11

ARTICLE 14
SUPPLEMENTAL CONTRACTS

14.1 The supplemental contract for extra duty assignment and additional compensation shall be separate from and in addition to the regular teaching contract and shall include the following:

- A. Specific supplemental assignment.
- B. Salary and date(s) of payment.
- C. Signatures of both parties to the contract and the date of the signing of the contract.
- D. A job description will be attached. (Copies of which will be provided to the MEA).

14.2 **INDEXED PAY SCHEDULE**

- A. Each salary on the attached Indexed Pay Schedule (Appendix D) shall reflect a percentage rate of the base pay (BA, 0 Step) for the school year in effect. These percentages shall become the Indexed Pay Schedule.
- B. An employee shall advance one step on the Indexed scale with each year of experience except in years when the board, due to a financial crisis, is required to make application to the State Loan Fund.
- C. The Indexed pay shall be computed by multiplying the index percentage corresponding to the employee's position experience by the base salary.
- D. The Superintendent or his or her designee may place a person at an appropriate step on the pay schedule instead of Step 0 if the person employed has had significant experience in the activity such as coaching without pay, college experience in that sport, director, or summer theater, etc.

14.3 FILLING SUPPLEMENTAL POSITIONS

- A. The supplemental contract shall be for one year, which will automatically come to an end at the close of the school year for which it was issued without Board action for evaluation, nonrenewal, or notice.
- B. If an incumbent to a supplemental contract is not chosen for the position for the following year, the employee will be informed of the reason or reasons, in writing, by June 3. Such reasons shall not be arbitrary or capricious.
- C. Vacant supplemental positions shall be posted in each building for a period of five (5) working days. All positions held by non-certified staff will be posted by May 30. Notices of vacancies occurring during the summer vacation period will be posted on a bulletin board at the administration building and district website. Any qualified employee may apply, in writing, to the office of the Superintendent or designee prior to the expiration of the posting period.
- D. All current employees who meet the minimum qualifications will be considered and granted an interview for the position prior to the position being filled by a non-bargaining unit person.
- E. Acceptance or rejection of a supplemental shall be entirely voluntary. The failure to apply for or accept a supplemental contract or the failure of the Board to rehire a member for a supplemental contract shall have no adverse effect on the employee's evaluation or his/her regular contract.
- F. Contracts will be issued ten (10) days prior to the official start of the activity/season as defined by the Ohio High School Athletic Association.
- G. Exceptions to the above provisions shall be when a coach fails to obtain all required certification defined by the Ohio High School Athletic Association at least one month before the first day the athletic team begins practice. In such cases, the supplemental contract shall immediately terminate and become void. The Administration has discretion to waive the requirements in this Article.
- H. Supplemental Contract Pay Schedule
Supplemental contract pay shall be paid in a separate paycheck and issued on a date set by the treasurer with the following guidelines:
 - Fall contracts - November
 - Winter contracts - February
 - Spring contracts - June
 - Year Round contracts - ½ payment in February; ½ payment in June

ARTICLE 15
EMPLOYMENT OF RETIRED CERTIFIED EMPLOYEES

- 15.1 If the Board elects to employ individuals who have retired and are receiving benefits through the State Teachers Retirement System, the following conditions shall apply to the employment of these individuals:
- A. An employee shall be placed at Step 1 on the salary schedule when he/she elects health insurance with the Board. An employee not electing health insurance shall be placed up to ten (10) years on the salary schedule. Placement shall be determined solely through the negotiations between the Board and the individual and shall not be subject to Chapter 3317 or any other section of the Ohio Revised Code.
 - B. Individuals employed pursuant to this provision shall not be eligible for any of the insurance plans offered by the Board and shall not seek inclusion in any of the insurance plans offered by the Board, except as provided in Section A above. In the event the retired employee is not eligible for full benefits through the State Teacher's Retirement System, this provision may be waived by the Board.
 - C. Certified employees employed pursuant to this provision shall receive one year limited contracts and shall not be eligible to receive continuing contracts regardless of their years of service or license held.
 - D. Each one year contract shall automatically expire upon the completion of the year and it is not necessary for the Board to conduct evaluations in accordance with 3319.111 nor to take formal action to reemploy the employee pursuant to 3319.11 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.
 - E. In the event of a reduction in force, a certified employee employed pursuant to this provision will not have any rights under Article 8 Reduction in Force.
 - F. Hiring a retiree will not jeopardize the continuation of existing academic programs nor result in the reduction in force of faculty employed at the commencement of each such reemployment contract.
 - G. A certified employee pursuant to this provision is eligible for sick leave accumulation starting with a zero balance each school year.
 - H. A certified employee employed pursuant to this provision is not eligible to participate in any retirement incentive program nor are they eligible for severance pay.

- I. For supplemental contract purposes only, longevity steps will be continued for supplemental contracts held in the District immediately prior to retirement.
 - J. Unless specifically limited by this provision, all other terms and conditions of this contract shall be in full force and effect for the certified employee.
- 15.2 This article and resulting contractual matters shall not be grievable under the grievance procedures, nor any claim or action filed before the State Employment Relations Board (SERB) or in any court of law.
- 15.3 A copy of this article shall be distributed to any retiree electing to return under the provisions of this program. The retiree shall sign and date the article and copies of the signed article shall be distributed to the retiree, the Board, and Association.
- 15.4 Pursuant to the authority provided by O.R.C. 4417.10, and to the extent that this provision is contrary to or in conflict with any Ohio law including, but not limited to, 3319.11 O.R.C., 331.9111 O.R.C., 3319.141 O.R.C. Chapter 3317 O.R.C., this provision shall supersede and replace the statutory law of Ohio.

ARTICLE 16
ASSIGNMENT AND TRANSFER

16.1 ASSIGNMENT

- A. The Association and Board recognize the statutory power of the Board to employ and of the Superintendent to assign employees.
- B. Notwithstanding any other provision of this Article, the initial assignment of new employees shall be at the sole discretion of the Superintendent after the completion of involuntary transfers. Other assignments, reassignments, or transfers of a certified employee shall be in accordance with the remaining terms of this Article as set forth below.

16.2 REASSIGNMENT WITHIN BUILDINGS

- A. At grade levels 7-12, to accommodate scheduling, building principals may reassign members in their building to teach any subject for which the employee is certificated/licensed.
- B. At grade levels K-6, building principals may reassign employees in their building to another grade, provided the reassignment does not exceed three grade levels above or below the grade level currently being taught by the reassigned employee. Provided further that in grade levels K-6 for in-

building vacancies, employees presently assigned to that building who have not been reassigned by the Principal will have the first right to the vacant position on the basis of qualifications, experience, and performance. If more than one employee in the same building files a written request for the vacant position, where these factors are substantially equal, seniority shall control the choice.

16.3 POSTING OF VACANCIES

- A. The Superintendent or designee will post available vacancies in each principal's office of the District and the district's website. Vacancies shall be posted within five (5) work days of the occurrence of the vacancy and shall remain posted for a period of five (5) days prior to being filled. Vacancies, which occur after July 10, will be filled by the Superintendent, or his/her designee, at his or her discretion.
- B. Notices of vacancies occurring after the last day of school and prior to July 11 will be posted on the website and on a bulletin board at the Administration for five days.
- C. A specific vacancy shall mean a position that was previously held by an employee, which is to be staffed, or any new position created by the Board after involuntary transfers have been made.
- D. Whenever a vacancy occurs during the school year, the position shall be filled on a temporary basis until the end of the school year. The vacancy shall be filled pursuant to the provisions of this Article.
- E. Administrative positions are not subject to this Agreement. However, the Board agrees to post administrative vacancies, as determined by the Superintendent, so that qualified bargaining unit employees may apply.

16.4 VOLUNTARY TRANSFER

- A. In order to assess transfer needs, by February 15th of each year employees will indicate their intent for the coming school year on a form provided by the Superintendent's office. No employee will be held to the intent form.
- B. Employees who desire to fill a specific vacancy as defined above, shall, within five (5) school days of the posting of the vacancy, file a written request to fill the vacancy with the Superintendent's Office with the following exception:
 - 1) Employees shall not have the right to apply for a voluntary transfer during the first three-(3) years of employment with the Board. This limitation may be waived by the Superintendent or designee.

- C. Where more than one individual requests a transfer to a particular vacant position for which he or she is certificated, the Superintendent or designee shall award the transfer on the basis of qualifications, experience, and performance. If these factors are substantially equal, the position shall be awarded to any of the three most senior equally qualified employees.
- D. In the event of a successful grievance under this Article, the remedy shall be to place the grievant in the vacancy requested at the beginning of the next school year. The person who has been displaced as a result of a successful grievance shall be given preference in assignment to a similar vacancy elsewhere when available.
- E. Any employee, who applies for a transfer, is offered the position and declines the transfer, shall be barred from further application for a transfer for the coming school year. This limitation may be waived by the Superintendent or designee.

16.5 INVOLUNTARY TRANSFER

- A. An involuntary transfer in this section refers to reassignment or change in teaching position that has not been initiated by the certified employee affected.
- B. Employees will indicate on the reassignment form their first, second, and third choices of schools and grade(s) or subject area to which they desire to be reassigned.
- C. Employees with the greatest total continuous service shall have first consideration of vacancies. Where there are one or more employees applying for the same vacancy that have the same seniority, the provision in Article 2.5 (A) shall apply.
- D. Placement of all newly hired personnel and placement of employees desiring voluntary transfer shall be held in abeyance until all requests for transfers from involuntarily transferred employees have been considered.

16.6 INVOLUNTARY TRANSFERS DUE TO CHANGES IN ENROLLMENT CONDITIONS

- A. The Board may involuntarily transfer certified employees as dictated by pupil enrollment conditions in individual buildings or departmental areas. In order for a certified employee to be involuntarily transferred under this section, the certified employee will be given at least three (3) work days notice before the transfer is to become effective.

- B. Every attempt will be made to encourage and honor voluntary transfers. If transfers cannot be accomplished in this manner, the following procedure shall be followed:
- 1) When there is a reduction in the number of employees at a grade level or in a department, the employee to be transferred is the employee with the least district seniority.
 - 2) The employee at the grade level or department to be transferred may opt for the one position, for which he or she is certificated and qualified, held by the member in the building with the least district seniority.
 - 3) If the employee at the grade level or department to be transferred does not want the position held by the employee in the building with the least seniority, that employee shall accept a transfer position offered to him/her based on the vacancies available at that time.
- C. When personnel must be transferred as a result of a reduction in enrollment at the particular grade level or class, the Superintendent or designee shall publish a list of the necessary reductions by position, grade level, and building. This will be posted on the bulletin board of the school(s) concerned.

16.7 CONFERENCES AND REPRESENTATIONS RIGHTS

- A. Except in unusual and/or emergency circumstances, employee(s) to be transferred shall be informed in a conference with the principal on or before May 15th, or as soon thereafter as possible, of each year.
- B. The employee(s) to be transferred may schedule a conference concerning the transfer with the Superintendent or designee at any time and shall have the right of representation.

16.8 HALF-TIME EMPLOYEES

- A. Half-time employees may return to full-time status within their area of certification/licensure at the beginning of any school year. They shall retain full seniority rights.
- B. In the instance of a half-time employee desiring to return to full-time status where the half-time position is not being reduced, that person shall have full rights under Section 16.4 Voluntary Transfer of this provision.

16.9 TRANSFERRED EMPLOYEES

- A. Employees will not be required to move more than three grade levels in an elementary school.
- B. Employees who have been involuntarily transferred two years in a row will be by-passed the third year.

ARTICLE 17
PLANNING, PREPARATION AND DUTIES

17.1 K-6 PLANNING AND DUTIES

- A. Employees in Grades K through 6 shall have 250 minutes of planning time each week within the student day, in addition to their 30 minute duty-free lunch period, in blocks of 50 minutes daily.
- B. Substitutes shall be provided in the absence of art, music, or physical education employees and library aides in grades 1 through 6.
- C. Scheduled non-classroom* duties in the elementary schools shall be equitably assigned among regular and special employees. These duties shall not exceed ninety (90) minutes per week.

* Non-classroom duties as defined as those assigned out-of-classroom duties – before school convenes, during lunch period, or after school dismisses.

- D. Special area employees (art, music, PE), who may have open blocks of time within their schedules, may be used by the building administrator to relieve a classroom employee for conferences such as IEPs or parental conferences; for intervention with students; provide additional classes for development purposes; or for enrichment working with the classroom employee.

17.2 JUNIOR HIGH – HIGH SCHOOL PREPARATIONS & DUTIES

- A. Except as provided below, such employees shall have a maximum of three (3) preparations within a curriculum area per day except in self-contained classrooms. Employees assigned to teach in two or more curriculum areas will be assigned a maximum of three (3) preparations. Employee preparations will be assigned in the best interests of the students and employee.

- 1) Foreign language and special employees (such as art, music, industrial arts, business education, and physical education) may be assigned up to four (4) preparations per day.
 - 2) Employees who teach a fourth or fifth preparation with the prior written agreement of the Superintendent will be entitled to a \$1,500.00 per year stipend, payable at the end of the school year.
 - 3) Special circumstances regarding preparations that are not directly addressed or resolved by reference to this section shall be finally determined, on a case by case basis, by the Superintendent.
- B. A teaching preparation is defined as a grade level or a different subject within a curriculum area. Advance classes within the core subject areas, including foreign language, are honor classes, AP classes and Dual Credit classes are considered different subjects within a curriculum area. To the extent possible, teaching preparations will be cooperatively planned by the principal and certified employees in each department and, to the extent possible, the number of preparations will be equalized among the employees of the department. However, the building principal will make the final decision on assignment of preparations. Additionally, volunteering to pilot the evaluation of a textbook shall be considered a separate and distinct teaching preparation.
- C. Where a number of employees are involved in cooperative teaching projects, the amount of each person's involved time may be counted in computing the individual employee's load.
- D. Every member is to teach six (6) periods on a seven (7) period day with a regular program. No employee will have more than six (6) classes per day or an equivalent load, if teaching on a modular program or eight (8) period day. Every employee shall be guaranteed the equivalent of one preparation period per day.
- E. The assignment of homerooms and other non-classroom duty, such as cafeteria duty, shall be done in an equitable manner within each building.
- 17.3 At the beginning of each year, the LC shall prepare a mutually acceptable plan which will ensure that every certified employee shall have their scheduled planning time in the event of a shortage of substitute certified employees and when the schedule is altered due to required testing and assembly programs.
- 17.4 No grade given to a student by a certified employee will be changed without first consulting with the employee concerning the circumstances necessitating the change.

ARTICLE 18
INTERNAL SUBSTITUTION

- 18.1 Any employee assigned by the building principal to cover the classes of another member shall receive additional pay equal to the hourly rate of the present base salary.

BASE divided by 7.5 = hr. rate
185

- 18.2 When an employee is assigned to cover the class of another employee he/she will be paid one half of the hourly rate if the coverage time is less than 30 minutes and one full hour if it is for more than 30 minutes.
- 18.3 The Leadership Council in each building shall determine the process for assigning employees, on an equitable basis, to internal subbing.
- 18.4 If an employee voluntarily agrees to teach an extra period per day, he/she shall be paid the equivalent of one seventh (1/7) of his or her base salary at the high school and junior high levels for those days, weeks, and months for which the extra period is taught. Prior to such an assignment, the employee will sign a waiver, which states that acceptance of the assignment is voluntary and which also states the rate at which the employee will be paid for the extra period.

ARTICLE 19
FACULTY MEETINGS

- 19.1 The principal shall schedule one (1) regular faculty meeting per month. Faculty meetings may be called either before or after school. Such meetings shall be held to a reasonable length of time. The principal reserves the right to call additional meetings when conditions warrant.

ARTICLE 20
WORK DAY

- 20.1 All employees are expected to be in their respective rooms or assigned places at least fifteen (15) minutes before the time for the tardy signal, for serving the needs of the students. On days when a delay is called due to inclement weather, employees are required to report to work on time or as close as possible to their normal working hours.
- 20.2 Employees are expected to be present and performing their duties during the time that pupils are required to be there, and according to the hours established by the Board.

- 20.3 Employees shall be available for a period of at least fifteen (15) minutes after regular pupil dismissal, for serving the needs of the students.
- 20.4 The length of the school day for all certified employees shall be 7 ½ hours. Employees may be required to attend not more than two (2) meetings per month, without the expectation of additional pay, to attend to the academic needs of the district.
- Such meetings shall not exceed one (1) hour beyond the normal workday, unless a majority of the attendees decide otherwise. These meetings are exclusive of and in addition to the regularly scheduled monthly staff meetings in each building, as specified in Article 19 – Faculty Meetings.
- 20.5 In the event the Board should choose to utilize the ability to extend the student day by one-half (1/2) hour each day as a contingency plan for making up excess calamity days, the school day/work day may be extended for such purpose.

ARTICLE 21
SCHOOL YEAR

- 21.1 The school year shall consist of 185 contract days which shall be for instruction and in-service, except in the first year of hire when one extra day shall be added for in-service training. Prior to the adoption of the school calendar, the LMC shall discuss and provide input as to the scheduling of the non-student contact days.
- 21.2 The school nurse will work before the start of the school year to complete the necessary responsibilities to ensure the health and safety of students for a total of twelve (12) hours. This time will be considered the conference exchange days that are provided to other employees who extend their normal work day to attend parent-teacher conferences. The school nurse will not be required to attend parent-teacher conferences.

ARTICLE 22
FACILITIES FOR EMPLOYEES

- 22.1 Employees shall have an area of appropriate size designated as an eating-dining area in each building that is separate from the student cafeteria.
- 22.2 All employees shall have a quiet place to work during planning periods with access to desk and file cabinets.
- 22.3 Each principal will provide each employee to the building with a handbook, written rules, regulations, and/or procedures at the beginning of each year.

- 22.4 Employees, other than nurses, shall not be required to administer medication to any student nor shall they be required to perform medical procedures such as catheterization.
- 22.5 For the protection of both pupils and employees there will be an administrator present during the normal school day when the building is open for instructional purposes. In the absence of an administrator, the principal shall designate a certified employee to act as the principal's representative.

ARTICLE 23
CLASS SIZE

- 23.1 The following pupil-certified employee ratios are recommended as guidelines, which local school administrators shall strive to meet in assigning students to classrooms in the District. Optimum levels shall be the goals, and every reasonable effort shall be made not to exceed the maximum daily averages, including overloads, as set forth below.

	<u>Optimum</u>	<u>Maximum</u>
A. Grades K – 2	22	25
B. Grades 3 – 6	22	27
C. Grades 7 – 12		
1. English, Social Studies, Science, Mathematics, Foreign Language, Business, Health, Mechanical Drawing, Art, Speech, Drama	25	26.7 daily average
2. Technology Education, Debate	18	25
3. Physical Education	25	35
4. Typing, General Music	25	32
5. Remedial classes in academic areas	18	22

- 23.2 "Team Teaching" at the K-3 level is defined as two or more employees serving the needs of students in one physical setting, except for newly hired employees, team teaching assignments shall be on a consensual basis. Otherwise, a non-consenting employee shall be treated as an involuntary transfer at that point in

time. The class size range for K-3 teams is 30 at the optimum and 34 at the maximum (in 15-1 or reduced size classrooms).

23.3 SPECIAL EDUCATION

Pupil-employee ratios in all special education classes shall meet the current standards required for approval by the State Department of Education.

Notwithstanding the statement above:

Students assigned to a specific functional unit shall not exceed ten (10).

The case load of IEP students for a certified employee shall not exceed sixteen (16) students. Case load is defined as the students for whom the intervention specialist is responsible for completing IEP, progress reports, and other required district and state forms.

While federal stimulus money is available (but not to exceed two years), a case manager may be hired/assigned should the number of students requiring IEPs exceed the number specified above. This position, which will not be a part of the bargaining unit, shall not be responsible for teaching students but for completing IEP, progress reports and other required district and state forms.

In the absence of stimulus money, if the caps above are exceeded, an appropriately licensed administrative employee may be assigned to perform these duties so that the case load of the intervention specialist can be reduced down to the caps, until such time that the number of students/IEPs warrants the employment of another intervention specialist.

23.4 OVERLOAD PAYMENTS FOR GRADES K-6

- A. In the event that the maximum number of students per class is exceeded, beginning on the eleventh (11th) student day after the first day of school, the classroom employee will receive \$8.00 per the number of students over the maximum limit times the number of days retroactive to the first day that the overload occurs. The maximum overload for grades K-6 shall be three (3) students. Overload payments will be based upon the actual number of students over the maximum for each occurrence.
- B. Student enrollment will be verified by the official student roster kept by the employee and the principal's office. Payment for student overloads shall be issued following each semester.

23.5 OVERLOAD PAYMENTS FOR GRADES 7-12

- A. In the event that the maximum number of students per day assigned to an academic employee exceeds 160 students per day beginning on the eleventh (11th) student day after the first day of school, the employee will be entitled to receive overload payments at a rate of \$1.50 per student over the maximum limit times the number of days the overload occurs retroactive to the first day that the overload occurred. However, the maximum number of students per day shall not exceed 175 students for academic employees. Overload payments will be based upon the actual number of students over the maximum for each occurrence. Each student in a balanced literacy program (a reading and writing workshop block) counts as one student.
- B. Student enrollment will be verified by the official student roster kept by the employee and the principal's office. Payment for student overloads shall be issued following each semester.

ARTICLE 24
EMPLOYMENT FOR SUMMER WORK

- 24.1 In order for certified employees to plan their summer economic affairs in a more realistic fashion, it is agreed that the following method for selecting personnel for summer employment be used:
- A. A list of anticipated openings for summer teaching positions shall be made available prior to May 7 to all certified employees. Application for summer school teaching positions may be made to the Superintendent or designee by May 15. Applicants shall receive notification by May 22 that:
 - 1) They have been hired; or
 - 2) There is a possibility of appointment; or
 - 3) There is no possibility of appointment.
- 24.2 Summer school teaching positions shall be filled by certified employees regularly employed by the Board unless a qualified applicant is not available and the rate of pay for such positions shall be as defined in Section 52.3 hereof.

ARTICLE 25
TECHNOLOGY

- 25.1 The Board and the Association agree that it is essential to maximize the development of students' and employees' skills in the use of computers and computer technology. In order to provide sufficient technical support in each

building and to enhance employee computer competence, the parties agree that all new employees shall be required to have a minimum level of computer skills as a condition of employment and that improvement of every employee's computer skills will become part of their goals and objectives with advanced skills as a long term goal.

ARTICLE 26
ENTRY YEAR PROGRAM

- 26.1 The purpose of the entry year program is to provide support to an entry year certified employee or a certified employee with teaching experience entering his/her first year of service with the Board. A mentor shall be assigned to each new certified employee in the district at the start of the school year.
- 26.2 A certified employee must express a willingness to serve in the capacity of mentor for a full school year and assignments shall be voluntary. Mentors shall be paid a yearly stipend of \$500.00.
- 26.3 Included in those duties and responsibilities shall be:
- A. The emphasis of the mentor certified employee shall be on formative assistance and shall focus on skill enhancement and shall not be a remedial program.
 - B. No mentor certified employee shall participate in any informal or formal evaluation of the entry year certified employee nor make any recommendations regarding the assignment or continued employment of the entry year certified employee. All interaction, written or oral, between the mentor certified employee and the entry year certified employee shall be regarded with confidentiality and shall not be provided to the Board for evaluative purposes.

WORKING CONDITIONS - CLASSIFIED

ARTICLE 27 EVALUATION PROCEDURE

27.1 PURPOSE OF EVALUATION

- A. To assess an employee's work performance.
- B. To help the employee achieve greater effectiveness in performance of the work assignment and thereby improve the District's program.
- C. To assist in personnel decisions, including promotion, reassignments, and transfers.

27.2 PROCEDURES FOR EVALUATION

- A. The evaluations of school year employees covered by this agreement shall be completed no later than May 30 of each school year for 9-month employees and by June 30 for 10/12-month employees. The evaluation shall be reviewed with the employee, with a copy given to the employee at the conclusion of the review. An employee may present written comments, which shall be attached to the written evaluation document. The evaluator and employee shall sign the evaluation document. The employee's signature does not constitute approval or disapproval, but only that the evaluation has been reviewed with the employee.
- B. All meetings and conferences relating to an employee's evaluation shall be conducted by the employee's supervisor as determined by the Board, who shall not be a member of the bargaining unit.
- C. The parties recognize that that the evaluation of an employee is an on-going process, and deficiencies in an employee's performance must be brought to the attention of the employee, together with suggestions for improvement with follow-up by the evaluator. If the deficiencies persist, follow-up written correspondence will be received by the employee to alert him/her of the continued deficiencies, which could result in an unsatisfactory overall evaluation. At any stage of this process, the employee may seek Association representation.
- D. While an evaluation is not grievable, the employee shall have the right to make written response to the evaluation and to have it attached to the evaluation report to be placed in the employee's personnel file.

27.3 The form used for evaluations is found in appendix E.

ARTICLE 28
HOURS OF WORK

28.1 STANDARD WORK WEEK

- A. Except as otherwise provided in this Agreement, forty (40) hours, Monday through Friday, shall be the standard workweek for all classified employees. As used here, the term classified employee does not include any person employed in an administrative or supervisory capacity.
- B. When an employee is required by an authorized administrative authority to work more than forty (40) hours in any one calendar week, as defined by the Fair Labor Standards Act, as amended, he or she will be compensated at one and one-half (1-1/2) times his or her regular rate of pay. Such compensation for overtime work shall be paid no later than at the conclusion of the next succeeding pay period.
- C. If the employee requests, and the immediate supervisor agrees, said employee may take compensatory time off in lieu of overtime pay for any overtime worked. Such compensatory time shall be granted on the basis of one and one-half (1-1/2) hours off for each hour of overtime worked. Time off to use earned compensatory time will be granted within sixty (60) days of the requests made by the employee. No employee shall be permitted to accrue more than forty (40) hours of unused compensatory time and any employee who has accrued unused compensatory time to the 240 hours limit shall be paid in cash for additional overtime worked. If an employee is paid in cash for accrued compensatory time he/she shall be paid at the employee's regular rate at the time of payment.
- D. No overtime can be worked or paid unless it has been authorized by the Superintendent or his designee. Hours for which an employee is compensated, but during which he or she does not actually work because of sick leave, shall not be computed as work hours for the purpose of calculating eligibility of an employee for overtime pay.
- E. For purposes of this section, holidays, as set forth in Article 29, shall count as hours worked during the applicable work period in computing overtime pay. Any work performed on an authorized holiday for the school district shall be compensated on the basis of one hour of paid time for every hour worked. When compensatory time is used, it shall not count as hours worked during the applicable work period for purposes of determining overtime.

28.2 NON STANDARD WORK WEEK

There are certain classes of employees who may work less than forty (40) hours per calendar week, Monday through Friday, such as cafeteria workers. These employees will be compensated at an hourly rate for the number of hours actually worked.

28.3 OVERTIME

Overtime shall be offered to employees within the job classification and within the building in which the overtime is to be worked on a rotating basis starting in order of seniority. Employees who decline overtime when offered shall be considered having worked the hours offered for the purposes of rotating overtime. In the event all employees decline overtime, the next employee in rotation by reverse seniority, on a rotational basis, within the classification, in the building, may be required to work the overtime.

28.4 SATURDAY AND SUNDAY WORK

- A. Employees not regularly scheduled to work on Saturdays but who are called to work shall be guaranteed a minimum of two (2) hours work and shall be compensated at the rate of time and one-half their regular rate of pay provided they have completed forty (40) hours of work during the work week in which the Saturday occurs.
- B. Employees not regularly scheduled to work on Sunday who are called in to work shall be guaranteed a minimum of two (2) hours work and shall be compensated at the rate of two times their regular rate of pay provided they have completed forty (40) hours of work during the work week in which Sunday occurs.
- C. Employees shall be required to accurately report all hours worked.

28.5 CALL-IN PAY

If an employee is directed by their immediate supervisor to report to a work assignment other than during their normal working schedule, they shall be compensated for a minimum of two (2) hours at their regular rate of pay, provided they reported to the work assignment.

28.6 BREAKS

- A. Full-time employees working eight (8) hours per day shall be entitled to a 15-minute break before and after lunch at times to be assigned by the Superintendent or administrative designee. These break periods are in

addition to the employee's one-half hour unpaid lunch period. Lunch shall be scheduled during a mid-work day period.

- B. Employees working less than an eight (8) hour workday but who work four hours or more shall be entitled to one fifteen (15) minute break.

28.7 The clinic aides will work before the start of the school year to complete the necessary responsibilities to ensure the health and safety of students for a total of twelve (12) hours. This time will be considered the conference exchange days that are provided to other employees who extend their normal work day to attend parent-teacher conferences. The clinic aides will not be required to attend parent-teacher conferences. Note: effective with the start of the 2014-15 school year, the hours for clinic aides shall be at least 7.0 hours per day.

28.8 An employee will be paid his/her hourly rate of pay for any inservice and training that extends beyond his/her regular hours and/or scheduled workdays, according to the Fair Labor Standards Act, as amended.

ARTICLE 29 **HOLIDAYS**

29.1 The holidays granted without loss of pay to all qualified employees shall be as follows:

New Year's Day
Martin Luther King Day
President's Day (unless adopted as a school day by the Board)
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Friday After Thanksgiving
Christmas Eve Day
Christmas Day

In the event that any of the above holidays are scheduled as a work day (student attendance), the Board and the Association shall mutually agree on whether or not the employees will receive an alternative day or be paid in accordance with 28.1(D) for the work day.

29.2 An employee, in order to receive holiday pay (at their regular rate of pay), must have worked the regular work day before and after the holiday unless absence from work is due to illness or injury (which is covered by accumulated sick leave), in which event a satisfactory doctor's certificate may be required unless the absence was due to a death in the immediate family as defined in Article 38.

The employee will be given advance notice, in writing, if a doctor's certificate will be required in these circumstances. Employees employed for 9 months or more per year may be paid for the Labor Day holiday in accordance with Ohio Revised Code Section 3319.087; i.e., the employee must have worked on the last scheduled workday prior to Labor Day.

- 29.3 When any of these holidays falls on Saturday, the Friday preceding shall be observed as the holiday. When any of these holidays fall on Sunday, the Monday following shall be observed as the holiday.
- 29.4 When a holiday occurs during the vacation of any employee, when the schools and the school offices are closed, the said holiday shall not be counted as part of the vacation allowance of said employee.
- 29.5 Employees working during the regular school year only, who are not on the active working payroll during the summer break, shall not receive holiday pay for holidays occurring during such summer break; provided, however, that any such ten (10) month employee who works the recognized July 4th holiday will receive holiday pay, plus their regular rate of pay if they are working in their regular job classification on the holiday (i.e., the classification in which they regularly work during the school year). Casual or summer employees who are working outside their normal classification will not receive holiday pay on the recognized holiday for July 4th.
- 29.6 Any work performed on a holiday as authorized by the Superintendent or administrative designee shall be compensated on the basis of one hour of paid time for every hour worked, in addition to the regular holiday pay.

ARTICLE 30
VACATIONS

- 30.1 The effective date for vacations earned shall be the employee's anniversary date and shall accrue according to the following schedule:

PERIOD OF CONTINUOUS SERVICE WITH BOARD	NUMBER OF DAYS ALLOWED FOR VACATION ANNUALLY
One Through Five Years	10 Days
Six Through Fifteen Years	15 Days
Sixteen or more	20 Days

- 30.2 Employees working ten months or less per year are not entitled to vacation. When an employee is transferred or promoted from a ten-month employment to an eleven or twelve month employment, years of service for the purpose of calculating vacation time will be based upon the employee's number of years of employment, times the number of days per year of such employment, times the

number of hours worked each day of the year divided by 2080 hours (number of years employed x number of days per year x number of hours worked each day ÷ 2080 hours).

- 30.3 Payment for unused vacation leave will be made in the case of death of the employee. Otherwise an employee, in order to receive vacation pay, must be in the actual employ of the Board at the time he takes his vacation, except that an employee, who has resigned with two weeks' notice and who has not received his vacation pay to which he is entitled, shall receive his vacation pay at the next regular pay period.
- 30.4 Employees working twelve (12) calendar months shall normally be required to take their vacation during the summer when regular school is not in session, or during the winter (Christmas) or spring (Easter) periods when school is not in regular session; provided however, if the work schedule of a department will not be seriously handicapped by limiting the vacations to such periods for all employees, the department head may permit vacation to be taken at other times. The Board reserves the right to limit the number of employees who will be permitted to take vacation days off at any given time in order to insure efficient operation. In cases where a conflict occurs between two (2) or more employees and not all can be accommodated, the employee with the greatest length of service in the school district shall have the preference. Employees authorized to take vacations at a time other than summer, winter (Christmas), spring (Easter) periods when schools are not in session, shall to the fullest extent possible, take such vacations in maximums of one week at a time.
- 30.5 No vacation allowance may be earned during the period of a leave of absence or suspension.
- 30.6 Vacation days may not be accumulated from one year to succeeding years without the written consent of the Superintendent or designee. Unless requested in writing by the Board, failure to utilize accrued vacation within the 12-month period following the employee's anniversary date will result in a loss of the accrued vacation. In the event of a layoff, if vacation cannot be scheduled prior to the layoff, vacation will be paid at the next regular payroll after the layoff.
- 30.7 Employees must indicate their vacation preference on or before June 1st of each year.

ARTICLE 31
ABSENCE FROM DUTY

- 31.1 An employee who plans to be absent from duty must report the reason to his or her building principal prior to the date of absence whenever possible, and, in no case, later than one hour prior to the time set for reporting for duty on the first day of absence. All unauthorized and unreported absences shall be considered absence

without leave and deduction of pay from the employee shall be made for the period of absence. Such absence may be made the grounds for disciplinary action. The employee on authorized leave of absence must report to the proper authority his or her return to duty at least twelve (12) hours prior to the time set for reporting to duty.

- 31.2 The Board, in its sole discretion, may authorize a leave of absence without pay for any period or periods not to exceed three (3) calendar months in any one year for the following purposes:
- A. Attendance at college, university, business, or trade school.
 - B. For the purpose of training in subjects relating to work of the employee and which will benefit the employee and the Board.
 - C. Urgent personal business.
 - D. For purposes other than those named that are deemed beneficial to the Board.
- 31.3 The Board, in its sole discretion, may grant a leave of absence without pay in excess of the limitations listed in the preceding section for the purpose of attending extended courses of training at a recognized college or university and for other purposes deemed beneficial to the Board.

ARTICLE 32
ATTENDANCE POLICY

- 32.1 To identify the proper procedure for reporting absences and ensure consistent treatment of absences. Late arrivals, and early departures and to correct serious absentee problems that have existed in the past.
- 32.2 To convey to employees that the Board's sick pay plan is intended as a salary continuation plan for employees disabled by sickness or injury rather than as a grant of discretionary paid time off.
- 32.3 To convey to employees that occurrences of absenteeism are disruptive to the operations of the Board and to set forth reasonable procedures for reducing occurrences of absenteeism while preserving the salary continuation benefits of the sick pay policy for employees who suffer from illnesses or injuries resulting in multiple day periods of absenteeism.
- 32.4 REGULATIONS:
- A. All employees are to report to work as scheduled and to work their scheduled hours and required overtime. Employees will be charged with

an absence occurrence when they fail to report for their scheduled work hours or route. Employees will be considered tardy and charged with a partial absence occurrence when they report to work more than six minutes past their scheduled starting time. Similarly, employees who leave early or extend authorized breaks past their official limits may be charged with a partial absence occurrence. Two such partial absence occurrences will equal one occurrence.

- B. Absences for which employees will be charged with an occurrence include failure to report for such reasons as personal business, illness, or non-work related injury, or an emergency other than those, such as weather-related closings, officially recognized by the Board.
- C. An occurrence will not be charged for use of contractually permitted personal days. Absences of several consecutive days' duration will be treated as one occurrence. Absences that will not result in an occurrence charge include those involving jury or military duty, recuperation from work-related injuries, and the use of authorized bereavement leave. The Board has the right to require employees to submit a doctor's note or undergo a physical examination to verify a claim of illness or injury.
- D. Employees must notify their supervisor in advance when possible, and in no case later than 60 minutes prior to their starting time, of their inability to report to work as scheduled. If a supervisor cannot be reached, workers should inform the Superintendent's Office as soon as possible that they will not be able to show up for work. In providing this notification, employees should give a reason for their absence and an estimate of when they will return to work. Upon return to work, employees must complete a tardiness/absentee report which will be placed in the personnel file. Supervisors will also maintain written records of employees' absences and tardiness which will include the reasons given by employees for missing work.
- E. Employees who are absent without notifying the Board are subject to termination.
- F. Once employees have accumulated a total of six occurrences in a 12 month period (from July 1 to June 30), their supervisor will discuss with them the reasons for their absences and the Board's need for regular attendance by all employees. The accumulation of one more occurrence within the 12-month period will result in a written warning. The eighth occurrence will result in a one day suspension from work with pay, during which time the employee will be interviewed and counseled by the Superintendent, during which interviews the employee will be advised that one more occurrence may be subject to discipline up to and including termination from employment. Employees who are charged with 9

occurrences within the 12 month period may be discharged. Supervisors will provide counseling at each step of this progressive procedure, and, upon request, will endeavor to refer employees to outside sources of counseling assistance for help in dealing with medical, physical, or personal difficulties related to their attendance problems.

- G. No employee shall be eligible for a step increase unless such employee has 120 days of active pay status.
- H. In dealing with attendance problems – especially those involving an illness or physical or mental incapacity to report to work – the Board will consider all the facts and circumstances of a particular case, including the employee’s overall attendance and performance records, reasons for missing work, and prospects for future improvement and maintenance of an acceptable attendance record. The Board reserves the right to make exceptions to the disciplinary procedures above in the interest of fairness and to comply with the law.

ARTICLE 33
CALAMITY DAYS

- 33.1 Secretaries and paraprofessionals shall be provided the opportunity to make up for any loss of hours due to delays and/or closing of buildings due to weather. Arrangements shall be made in cooperation with the principal/supervisor with verification of time worked submitted to the treasurer’s office by the principal.

ARTICLE 34
APPOINTMENTS, PROMOTIONS, TRANSFERS

- 34.1 **PROBATIONARY EMPLOYEES**

- A. Newly Hired Employees

Newly hired employees, shall serve a one hundred eighty (180) day probationary period during which time the newly hired employee may be disciplined or removed without recourse to the grievance or arbitration provisions of this agreement.

- B. Transferred or Promoted Employees

Employees who are transferred or promoted into new or vacant positions must demonstrate proficiency in such position during a ninety-(90) day probationary period before entitlement to the new position. A failure of probation will result in a return of the employee to the previous bargaining unit classification, including individuals hired into non-bargaining unit positions.

- C. A newly hired employee, or an employee who is transferred or promoted to a new classification series, who is serving a probationary period is not eligible to transfer to a new position during the term of the probationary period.

34.2 VACANCIES IN CLASSIFIED POSITIONS

- A. When the Board determines that a vacancy in a classified position exists, the position will be posted in each school facility for a period of five (5) days for consideration by all employees and applicants. If a school is closed, the posting will be made at the Administration building on a designated bulletin board. Copies of posted vacancies will be forwarded to the Association President. The vacancy notice shall include a copy of the job description, the rate of pay, and classification.
- B. With regard to filling all vacant positions, whether by promotion or transfer, it is understood that the Board has wide discretion and authority to hire the most qualified candidate taking into consideration, but not necessarily limited to qualifications, training, performance, and seniority. Therefore, in a grievance proceeding challenging a selection of a candidate to fill a bargaining unit vacancy, the burden shall be on the Association to prove that the determination or selection was an abuse of discretion, arbitrary, or capricious. Any current employee, meeting minimum qualifications, who bids for a posted bargaining unit vacancy, shall be given consideration and shall be entitled to interview as a candidate for the vacancy.
- C. In the event of a successful grievance contesting a determination on qualification or a selection based upon qualifications, training, and performance, the remedy shall be to place the grievant in the vacancy within thirty (30) days from arbitrator's ruling with an award of back pay. The person displaced by the successful grievant shall be entitled to a similar vacancy elsewhere, when available.
- D. Building Closures – Notwithstanding the above, if a building closes, an employee thereby may fill any vacant position in their classification series on the basis of seniority, consistent with Section A, above, and, if no such vacancy exists, said employee may bump the least senior employee in their classification series, on the basis of seniority.
- E. Vacancies in positions outside the bargaining unit will be posted for a period of five (5) days in accordance with this agreement. Interested, qualified applicants may apply for an interview and be considered before another person is selected. Selection or non-selection of a bargaining unit

employee for a non-bargaining unit position will not be subject to the grievance/arbitration procedures of this contract.

- F. Non-bargaining unit employees may apply for open or vacant bargaining unit positions for which they are qualified.

34.3 TRANSFERS

A. Transfer Within Same Classification

Any employee may at any time request in writing a transfer within their respective job classification. If a vacancy exists in the same job classification and two or more applicants in the same classification request the position, the vacancy shall be awarded to the most senior person. Such request should be made to the Superintendent or designee stating their reasons for such request and their qualifications. No probationary period will be required for a lateral transfer within the same classification.

1) Lesser Classification

Any employee may request in writing a transfer to a lesser job classification, which carries a lesser salary or wage range. If the employee is accepted in the lesser job classification, then his or her salary is adjusted downward to the lesser grade at the step he or she is currently on.

2) Involuntary Transfer

Necessary transfers from one building to another or from one position to another within the system shall be made for any purpose which, in the judgment of the Superintendent or designee, is for the welfare of the Board or the employee. Any employee who is to be transferred shall be granted the courtesy of a conference before the transfer is made. A transfer can be made at any time during the year.

34.4 PROMOTION – WAGE ADJUSTMENT

- A. When an employee moves within a classification from one grade to a higher grade, his or her placement shall be on the same step in the new grade as he or she is on at the time of the move.
- B. When an employee moves to a new classification which carries a higher wage schedule, his or her salary or wage (including any differentials attached to that position) shall be increased to that of the lowest step in the pay range for the new classification which shall increase the salary.

34.5 TEMPORARY REASSIGNMENTS

- A. An employee who is temporarily assigned to perform the duties of a classification with a pay range higher than his or her own shall, be eligible for a temporary pay adjustment to the lowest step in the pay range for the new grade or classification which shall increase the employee's salary.
- B. An employee will be considered to perform the duties of a higher classification when he or she performs substantially all of the duties of the classification for the entire shift.
- C. In no event shall an employee's pay be reduced in the event of a temporary reassignment. This section does not apply to a demotion, reduction, suspension, or layoff.
- D. Reassignment shall be made on the basis of seniority.

ARTICLE 35
JOB DESCRIPTIONS

- 35.1 The Association shall be furnished with a copy of the job descriptions of each classification covered under the terms of this agreement.

ARTICLE 36
MISCELLANEOUS CLASSIFICATION ISSUES

36.1 FOOD SERVICE – SPECIAL EVENTS

- A. A sign up sheet will be posted in the kitchen for those interested in working for special events. Based on seniority, Class Grade III will be called first followed by Class Grade II.
- B. If an employee has not signed up for work at special events she will not be called. If an employee has signed up to work and is called for 3 consecutive events and refuses to work, her name will be dropped from the list.

36.2 CLINICAL AIDE

All medical procedures such as dispensing medications, catheterization, tube feeding, trachea suctioning, aid for seizure – prone student, and other medical procedures are to be demonstrated/explained to the clinical aide first by a nurse. Any handouts on the procedures are to be given to the clinical aide for future reference.

36.3 UNIFORMS

- A. Uniforms to a maximum of \$150.00 annually for maintenance employees, custodians, and cafeteria staff shall be provided by the Board. This uniform shirt and trouser shall be of a style, cost, and quality as determined by the Board. Uniforms supplied must be worn during working hours.
- B. For the summer months, in lieu of the above, an employee may opt for two sets of shorts and t-shirts to be supplied by the Board. It will be the employee's responsibility to clean summer apparel.

36.4 SECRETARY ASSIGNMENT

There will be only one grade of secretaries with all secretaries scheduled to work 210 days. The days beyond the regular school year shall be scheduled between the secretary and her immediate supervisor. The parties will try to complete the schedule July 1 of each year.

36.5 SUBCONTRACTING

There shall be no subcontracting to a private company or any other agency of any bargaining unit position and/or job responsibility currently performed by a member of the bargaining unit for the duration of this agreement.

ARTICLE 37
SUMMER WORK

- 37.1 Available summer work in the areas of custodial work and educational aides will be posted at various work sites, including cafeteria and building offices. Interested qualified employees may make application, in writing, to the Superintendent.
- 37.2 Employees who have previously performed work in a summer positions will have preference for that same position in subsequent years.
- 37.3 It is understood that the Board has wide discretion in making selection for summer positions from employees and applicants but will consider experience and seniority when more than one applicant or employee is available.
- 37.4 This section shall not apply to short term, casual, or other openings of three weeks or less.

LEAVES OF ABSENCE

ARTICLE 38
SICK LEAVE

- 38.1 Days of absence authorized under this provision shall be deducted from the sick leave accumulation. One and one-fourth days of sick leave shall be given employees for each completed month of employment up to 15 days per year to a maximum accumulation of 260 days. Part-time employees shall accrue and utilize sick leave consistent with the proportionate rate at which the sick leave was accrued based on the employee's scheduled hours worked each day.
- 38.2 All accumulations of unused sick leave credit heretofore accrued under prior laws and policies shall remain to the credit of the sick leave account of each employee on the effective date of this regulation. Accrued credits shall be allowed to employees transferring their employment from other boards of education or other political sub-divisions in Ohio, provided such credits have been computed under the minimum requirements of the laws of the State of Ohio. Sick leave up to a total of 15 days shall be allowed for employees who come from other states, where such sick leave has accumulated under the laws of that state and is certified by the proper school official. In no event shall sick leave accumulate at a faster rate than allowed by Ohio law.
- 38.3 On reporting to duty, each newly hired employee shall be credited with five (5) days of sick leave. The five (5) days shall be concurrent with, but not in addition to the 1-1/4 days permitted in section 38.4 and O.R.C. 3319.141.

- 38.4 Employees who have been employed for a period of five (5) years or more and who have consumed all presently accumulated sick leave, upon written application and on the recommendation of the Superintendent and approval of the Board, may be granted an advancement of sick leave to be earned thereafter. Such application shall be accompanied by the statement of a physician that he/she will be physically able to return to his/her assignment upon recovery. However, should an employee not return to work, he/she shall be required to reimburse the Board for the advanced days. Such payment shall be deducted by payroll deduction or by direct payment to the Treasurer.
- 38.5 The same accrual of 1-1/4 days per month shall continue during the use of sick leave, provided the employee has not been officially separated from the present payroll.
- 38.6 Sick leave may be used for periods not to exceed an employee's accumulated sick leave account for the following causes:
- (a) Personal illness or injury;
 - (b) Illness due to pregnancy, recovery from childbirth (limited to ten (10) days for new fathers);
 - (c) Exposure to contagious disease which could be communicated to other employees or to the students; and
 - (d) illness, injury, or death in the employee's immediate family.
- The immediate family shall be defined as the employee's father, mother, spouse, child (including step or foster child), those persons living in the employee's household, grandparents, and grandchildren.
- Additionally, up to three (3) days of sick leave may be utilized for illness, injury, or death of in-laws, brother, sister, aunt, uncle, and for the death of a close friend, distant relative, or neighbor. Additional days may be granted at the discretion of the Superintendent.
- 38.7 The employee may appeal in writing to the Superintendent for special consideration for additional sick leave because of extreme hardship.
- 38.8 Upon exhaustion of accumulated sick leave, an employee may make application for borrowed sick leave for catastrophic illness in accordance with the E.L.F. Plan set forth in Appendix F of this contract.
- 38.9 Any employee who has 260 sick days accumulated as of September 1st of each school year is entitled to use up to 15 days of sick leave before any sick leave will be subtracted from his/her total of 260 days. No more than 260 days can be accumulated.

- 38.10 Any employee who uses five (5) or more consecutive days of sick leave may be required to submit a physician's verification to the Superintendent or designee.
- 38.11 Any employee who uses one (1) or less days of sick leave during the school year will be paid the sum of two (2) days pay at his/her daily rate of pay. Such payment will occur on the second pay of June.

ARTICLE 39
PERSONAL LEAVE

- 39.1 An employee may use three (3) days of personal leave for business, which cannot be transacted outside school hours and requires no explanation of such use.
- 39.2 An employee employed between January 1 and June 1 is entitled to one (1) day of personal leave.
- 39.3 Personal leave will not be granted for less than one-half (1/2) day.
- 39.4 Except in cases of emergency, personal leave will be granted only if the employee gives notification in advance and submits the request form at least three (3) days prior to the date(s) of the leave.
- 39.5 If the leave is an emergency, the advance notice is waived; however, the request form will be complete within three (3) days after the employee's return to work and submitted through the regular channels in order for the employee to receive reimbursement for the time off duty.
- 39.6 With the exception of emergencies, no more than ten percent (10%) of the certified employees or three (3) classified employees per classification may be granted leave on any given day.
- 39.7 Request and approval of personal leave will be approved on a first-come basis. Approval of the request cannot be withdrawn once granted.
- 39.8 An employee may not request usage of personal leave more than one (1) week prior to the start of any school year.
- 39.9 Personal leave shall not be taken on the following days, except as provided in E below:
- A. Days on which a regularly scheduled district meeting or in-service, parent employee conferences have been called.
 - B. The day immediately following or preceding a holiday or vacation, or on the last day of the school year.

- C. During the first ten (10) days of the school year.
 - D. On the Mondays and Fridays of the last five (5) weeks of the school year.
 - E. Exceptions to the above shall include: emergencies, graduations, weddings of family members, religious observance, or reasons approved by the Superintendent or designee.
- 39.10 In particular or personal hardship situations, the Superintendent may, at his/her discretion, extend the number of days of absence without loss of pay beyond the three (3) days of personal leave.
- 39.11 An employee who does not use his/her personal leave day(s) during the school year will be paid, at his/her daily rate of pay, for the unused day(s). Such payment will occur on the second pay of June.

ARTICLE 40
PROFESSIONAL LEAVE

- 40.1 Application form, provided by the Superintendent's office, shall be submitted to the principal or supervisor at least two (2) weeks prior to the date of the meeting. A written approval or rejection will be returned to the applicant from the Superintendent.
- 40.2 Attendance shall be authorized by the Superintendent in accordance with the school system needs and fund limitations approved in the school budget.

ARTICLE 41
ASSOCIATION LEAVE

- 41.1 The local Association President and officially elected delegates or alternates may attend the NEA/OEA Representative Assembly.
- A. The Board is not obligated for any expenses related to the assembly except to provide released time for said president, delegates, or alternates.
 - B. The Board shall be responsible for providing substitute employees in the absence of said president, delegates, or alternates.
- 41.2 The Association President or President's designees shall also be allowed five (5) days released time in order to do Association-related business such as grievance hearings, community organization, building staff meetings by paying one-half (1/2) of the substitute cost.

- 41.3 The Association President or his/her designees may purchase additional release time for Association business through the payment of his/her/their substitute's salary.

ARTICLE 42
MISCELLANEOUS PAID LEAVE

- 42.1 Days of absence authorized under the following leaves shall be fully paid days unless otherwise stipulated in each individual emergency leave, and shall not be deducted from sick leave accumulation.

- A. Jury Duty and/or Court Appearances – Absence for jury duty is permissible. In addition, employees who are subpoenaed to testify in any student/school related incident shall be allowed leave. Employees will be permitted to keep expense reimbursements issued by the court, if any, received in connection with jury duty or as a witness.
- B. Military Duty – All employees who are members of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, or members of other reserve components of the armed forces of the United States shall be granted leave of absence from their respective duties without loss of pay for such time as they are in the military service or field training or active duty for periods not to exceed 31 days in only one (1) calendar year, provided that such compensation shall be the difference between such employee's regular compensation received by him/her for such military service.
- C. Witness Leave – In all school related cases where employees are witnesses or representatives of or on behalf of the Board, the employees shall be paid the difference between their witness fee and the normal salary for the period of absence.
- D. Emergency Leave – The Superintendent or his/her designated representative, in his/her discretion, may authorize absences for other justifiable emergency reasons. The reason for such requests shall be stated in writing.

- 42.2 Emergency leave requests shall be submitted as soon as possible after the employee becomes aware that emergency leave is necessary.

ARTICLE 43
INJURY LEAVE

- 43.1 In the event of a service connected occupational illness or injury occurring in the scope of an employee's employment and arising out of such employment by the Board, as determined by the Industrial Commission of Ohio, the employee may

elect to be paid the difference in pay between Worker's Compensation benefits and his/her regular compensation with such difference being charged to the member's sick leave on a percentage or fractional basis. This will be accomplished by presenting evidence of the amount received from the Bureau of Worker's Compensation to the Treasurer, and thereafter the Treasurer will issue a check for such difference. Employees shall be expected to return to duty when able to resume duties and will be entitled to reinstatement under the same provisions as though returning from sick leave. The employee and his/her physician shall determine when the employee returns to duty. The Superintendent/Designee may require a certification from the employee's physician that the employee is able to resume duties before being allowed to return to duty.

ARTICLE 44
SABBATICAL LEAVE

- 44.1 A certified employee who has completed five (5) years of service in the Monroe Local School System may, with permission of the Board, be entitled to take a leave-of-absence with part pay, equal to the difference between the substitute's pay and the employee's expected salary, for one or two semesters subject to the following restrictions:
- A. Application submitted by March 1, of the school year prior to beginning of leave and including:
 - 1) A plan of study in education approved by the Superintendent.
 - 2) Provide evidence at the conclusion of the leave that the plan was followed and credit received.
 - 3) Agree to work for Monroe Local School District for one year following completion.
 - B. No more than 3% of the certified employees may be on leave at one time.
 - C. This section is subject to all other provisions of Section 3319.131 of the Ohio Revised Code.

ARTICLE 45
MEDICAL LEAVE

- 45.1 Prior to the expiration of sick leave, the employee who is ill may request an unpaid leave-of-absence for personal illness. A doctor's statement requesting the granting of said leave must accompany each application.

- 45.2 Nothing in this section will be construed to preclude an employee from returning to active employment from leave status at or after the termination date of their leave, with a doctor's statement of approval.

ARTICLE 46
CHILD CARE LEAVE

- 46.1 Leave Rights – employees may use sick leave or advancements thereof for illness, incapacity, or medical procedures due to pregnancy and recovery there from (hereafter collectively referred to as pregnancy).
- 46.2 An employee who is pregnant or adopting a child may request and shall be entitled to a leave of absence without pay for maternity or child care reasons to begin any time during pregnancy, or in the case of adoption, the receipt of custody. Such leave shall be for the remainder of the current semester and one additional school year, if desired.
- 46.3 Child care leave for a child or newly adopted child may be requested by either the father or mother and will be for the rest of the semester and one additional school year, if requested.
- 46.4 Application for leave – Application for maternity leave shall contain a statement on the expected date of birth, or in the case of adoption, the date of obtaining custody, the date on which the leave of absence is to commence, and the term of the leave.
- 46.5 Rights While on Leave – Rights under the Family Medical Leave Act (FMLA) will be considered to be concurrent with child care leave. Employees on maternity leave or child care leave shall be entitled to request and receive the right to continue to be covered by any/or all district group insurance, providing the insurance company or hospital service association involved permits such continuance of coverage of the person on leave of absence and the employee pays to the Treasurer in advance each month the full amount of the monthly group plan premium of such coverages. Any overpayment of premium shall be refunded to the employee upon termination of leave. No other compensation or fringe benefits shall be provided.
- 46.6 Reinstatement Rights – Upon returning to service at the expiration of a leave of absence, the employee resumes the position which he/she held prior to the leave. When an individual who is on an authorized leave of absence with a time-certain, determines that he/she wishes to return to active employee status prior to the expiration of the full term of said leave of absence, the Board, through its authorized representative, shall make every effort to return the individual to the same position that the individual had prior to leaving, subject however, to the current needs of the school district.

ARTICLE 47
MISCELLANEOUS UNPAID LEAVE

47.1 LEAVE FOR PROFESSIONAL STUDY

Unpaid Professional leave may be granted on the basis of one (1) full semester or one (1) full year. Such leave is only for full-time graduate study or completion of undergraduate degree. Earned credits must be filed with the Superintendent prior to a return from the leave. Upon request, an extension of one (1) full year of leave may be granted.

47.2 POLITICAL LEAVE

An employee has the right to become a candidate for public office and to serve in such elective office unless there is a specific legal prohibition. Upon request, an unpaid leave for this purpose may be granted for a period not to exceed two years by the Board.

47.3 LEAVE FOR TEACHING OVERSEAS

Written request for an unpaid leave of absence may be granted for exchange teaching in a foreign nation under the federal government's exchange member program or for overseas teaching of dependents of military personnel. Leave will be for two (2) school years and may be extended for a third year.

47.4 OFFICE IN STATE OR NATIONAL PROFESSIONAL ORGANIZATIONS

Upon request of the MEA, an employee elected to a state or national office of a bona fide professional organization at either state or national level will be granted an unpaid leave of absence not to exceed two (2) years. A bona fide professional organization shall be determined by MEA President or Superintendent.

47.5 Other leave – Other leaves may be granted by the Board based upon their individual merit.

COMPENSATION

ARTICLE 48
SEVERANCE PAY

48.1 Upon retirement from the Monroe Local School District as defined under Ohio Revised Code 124.39, an employee shall be compensated for unused sick leave to the extent of one (1) day for each four (4) days of such unused sick leave to a maximum of sixty (60) days.

- 48.2 The rate of compensation for a certified employee shall be the employee's daily rate as determined by dividing the annual salary by the number of duty days (185).
- 48.3 The daily rate of compensation for a classified employee will be determined by multiplying the number of hours per day that the employee works times the number of days accrued times the employee's hourly rate.
- 48.4 An employee with fifteen (15) years or more of service in the District who dies in active service is deemed, for purposes of this Article, to have retired the day prior to his/her death.
- 48.5 Employees who maintain perfect attendance (no sick leave days, no personal leave days, and no salary deduct days) during a school year (July 1 to June 30) shall receive one (1) additional day of severance allowance in addition to 48.1.
- 48.6 Any employee who submits his/her letter of resignation for retirement purposes in accordance with the requirements provided herein shall be eligible to receive a compensation bonus of One Thousand and 00/100 (\$1,000.00) Dollars. Said compensation shall be paid no later than fifteen (15) days after separation of employment.
- A. An employee retiring at the completion of the first semester must submit his/her written letter of resignation to the Superintendent no later than June 15th prior to the school year the employee retires.
- B. An employee retiring at the completion of the second semester must submit his/her written letter of resignation to the Superintendent no later than January 15th of the school year the employee retires.
- 48.7 Notwithstanding the provisions listed above, an employee may be eligible for additional severance pay provided he/she meets the following conditions:

Retires at the end of the school year in which he/she initially becomes eligible to retire based upon the requirements of the State Teachers Retirement System or the State Employees Retirement System.

An employee retiring when first eligible shall be entitled to superseverance of \$15,000.00 for certified employees and \$7,500.00 for classified employees. Such payment shall be issued in the January following the employee's retirement.

ARTICLE 49
INSURANCE

49.1 The Board and Association agree to accept and join the Butler County Health Plan (BCHP) for medical and dental insurance coverage for the term of this Agreement. The Board shall offer all plan options available through BCHP.

49.2 The Board will pay 95% of the annual cost of a single medical plan and 90% of the annual cost of a family plan, ~~or the single plus one plan~~ for each full-time employee requesting coverage (equal to the present coverage).

Effective with the 2017-18 school year, the Board will pay 90% of the annual cost of a single medical plan and 85% of the annual cost of a family plan for each full-time employee requesting coverage (equal to the present coverage).

49.3 Employees who work less than thirty-seven and one-half (37.5) hours per week shall have their qualification percentage as set forth below:

A. 30 to 37.25 hours per week – 80%
20 to 29 hours per week – 50%
19 hours or less per week – no payment by the Board.

B. Any remaining premium will be paid by the employee via automatic payroll deduction.

C. Effective with the 2017-18 school year, employees who work less than thirty-seven and one-half (37.5) hours per week shall have their qualification percentage as set forth below:

30 to 37.25 hours per week – 75%
20 to 29 hours per week – 50%
19 hours or less per week – no payment by the Board.

49.4 The Board will pay 85% of the annual cost of a single or family dental insurance plan.

49.5 The Board will pay the cost of a \$30,000.00 term life insurance policy with double indemnity clause for accidental death or dismemberment for all employees who work more than twenty (20) hours per week.

49.6 Subject to the requirements of the insurer, the Board will provide single vision insurance not to exceed a maximum contribution by the Board of \$4.42 per month, per employee. The remainder of the cost for vision coverage will be provided by the employee through payroll deduction.

- 49.7 Each new employee will receive insurance coverage on the first billing date after the start of the school year providing a timely application has been filed. Termination of coverage will be effective on the billing date following the termination date of the employee.

ARTICLE 50
STRS PICK-UP AND IRS 125 PLAN

- 50.1 The Board hereby agrees with the Association to the tax sheltering method of the pick-up of employee contributions to the State Teachers Retirement System of Ohio (STRS) and the State Employees Retirement System (SERS). The pick-up will include retirement benefits paid on all salaries and wages, including supplemental, overtime, and extended time.
- 50.2 The Board will provide an IRS 125 Plan, Parts A, B, C for all employees.
- 50.3 Effective with the 2014-15 school year the Board shall pick up an additional 1% of the STRS and SERS contribution for each employee so that the total amount of the Board's contribution shall be 15%. The employee shall continue to pay at the current level of 11% during the 2014-15 school year. The additional employee contributions for subsequent years shall be paid by the employee. When the full phase-in of the statutory changes for the employee/employer contributions to STRS and SERS is complete in 2016, the Board shall be contributing 15% while the employee shall be contributing 13% towards STRS or SERS.

ARTICLE 51
ANNUITIES

- 51.1 The Board shall maintain a policy and practice to provide a variety of annuity providers from which an employee may elect to participate. Copies of the policy and the list of providers shall be made available to the employees.
- 51.2 An employee who elects to change from one annuity provider or carrier to another and/or wants to change the amount of salary reductions/deductions to be withheld will notify the Treasurer. Changes shall be applied to the next succeeding payroll.

ARTICLE 52
ADMINISTRATION OF THE SALARY SCHEDULE

- 52.1 CERTIFIED STAFF
- A. Employees may advance on the salary schedule from one-degree level to another, or to the immediate step beyond a degree, such as BS plus 20, twice during a school year upon successful completion of schedule requirements. Transcripts from the training institution must be presented to the Superintendent's Office to verify the completion of the course work

before October 15, for a full year adjustment and March 15, for the second semester of the school year.

- B. The salary schedules in Appendix G will be implemented each year with the following base salary:

2014-15 school year: \$38,665

2015-16 school year: \$39,342

2016-17 school year: \$40,030

2017-18 school year: \$40,731

An employee shall be credited with one step on the salary schedule for each one hundred twenty (120) paid days in a school year at the start of each subsequent school year.

52.2 SUBSTITUTE MEMBER PAY

- A. Degree substitutes

A daily rate of 0.003 times the annual base salary at the BS, 0 step: $0.003 \times \text{BASE} = \$$

- B. Non-degree substitutes

A daily rate of $0.0028 \times \text{BASE} = \$$

52.3 HOURLY RATE FOR CERTIFIED PERSONNEL

Annual base salary at BS, 0 step, divided by 185 divided by 7.5 hours per day as follows:

$\frac{\text{BASE}}{185} \text{ divided by } 7.5 = \$$

52.4 COUNSELORS

Counselors will be paid on in accordance to the salary schedule plus an additional sum in the form of a 20 day extended contract to compensate for additional duties, including a 7.5 hour day. 10 days are to be served both before and/or after the 185-day contract year.

52.5 WAGES FOR CLASSIFIED EMPLOYEES

Wages for classified employees shall be paid in accordance with the salary schedules attached hereto as Appendix H for the following school years:

2014-15, 2015-16, 2016-17, 2017-18

52.6 No employee shall be eligible for a step increase unless such employee has 120 days of active pay status by June 30.

52.7 The Board may, at its option, pay any new hire up to \$400.00 for relocation expenses on or before the first pay date of a new school year.

ARTICLE 53
PAYCHECK DISTRIBUTION

53.1 All employees presently employed as of this date that are on the 26 period pay plan will remain on said plan.

53.2 All employees shall be issued paychecks by direct deposit.

ARTICLE 54
PAYROLL DEDUCTIONS

54.1 The following payroll deductions will be provided by the Board.

A. Taxes

Federal Tax
State Tax
City Tax
Medicare

B. Other Deductions

Vision Service Plan (VSP)
Any Credit Union or bank
Butler County Health Plan (BCHP)(Health and Dental Care)
MEA/OEA/NEA/SWOEA Membership Dues
Middletown Area United Way
Fund for Children & Public Education
Child Support Payment (Court Ordered)
Wage Garnishments (Court Ordered)
Other Court Orders
Fair Share Fee

It is understood by the parties that the names of the particular insurer or charity, etc., may change at the discretion of the Board, or in accordance with any other existing agreement.

ARTICLE 55
TRAVEL RATE

- 55.1 Any employee who is required to use his/her personal automobile for school business shall be compensated such mileage allowance as established by the IRS. Procedures for requesting reimbursement shall be established by the Board. Mileage between individual residences and work assignments is not considered reimbursable mileage.

ARTICLE 56
TUITION REIMBURSEMENT

56.1 **CERTIFIED EMPLOYEES**

- Believing that our staff of employees as a group will make a greater contribution to the children they serve if additional training is obtained in fields related to their work, the Board will reimburse an employee toward the tuition costs in college courses he/she has completed within the present calendar year, in which a grade of "B" or better is earned, or for certain approved CEU courses while under contract with the Board. The courses must be in the employee's area of certification/license or as otherwise approved by the superintendent. The employee must submit the required form (Appendix ___) for approval prior to the start of the class. The total reimbursement for these college courses shall not exceed \$1,500.00 in any one calendar year
- 56.2 All courses must be from an accredited, four-year institution recognized for certification purposes by the Ohio Department of Education.
- A. Courses approved for CEUs will be courses, which directly apply to the employee's present teaching position and certification/license.
- B. A pass/fail grade will only be honored when it is the only grade given for a particular course.
- C. An employee must be employed by the Board for two (2) consecutive semesters to be eligible to participate in the above program.
- 56.3 Payment for tuition reimbursement shall be made three (3) times during the calendar year – the second pay period of October, January, and June. All paperwork necessary for the payment of the tuition reimbursement must be in the Superintendent's Office no later than the first pay date of October, January, and June. If said paperwork is not in the Superintendent's Office by that time, payment will be made at the next payment period or the beginning of the following school year, whichever comes first.

56.4 Reimbursement shall not be paid for any course where the member has previously received financial aid for the course or courses in the form of a scholarship, fellowship, or grant-in-aid. Exception shall be for a member who has received a tuition certificate in recognition of his/her services as a cooperating employee for supervising a student teacher. The Board shall pay such employee, provided he/she enrolls in a college course, in an amount equal to the equivalent tuition costs of the course at the university where the certificate was issued.

56.5 TUITION CREDIT FOR CLASSIFIED STAFF

- A. For work-related classes or seminars, employees may apply for reimbursement for such training after approval by the Superintendent. The cost for such training shall not exceed \$600.00 per employee, nor total more than \$7,000.00 district-wide for any school year. Such approval by the Superintendent shall be on a first come, first served basis. The Superintendent's decision on pre-approving a course shall be final and not subject to the arbitration procedure of this Contract.
- 56.6 If the Board asks an employee to take a particular course, and the employee agrees, the employer will pay all of the cost associated with the taking of said course.

ARTICLE 57
DURATION

This Agreement shall become effective July 1, 2014 and shall continue until its expiration on June 30, 2018.

FOR THE ASSOCIATION

FOR THE BOARD

Michael Stanger, President
Monroe Education Association

Leslie Stone, President
Monroe Local Board of Education

Dara Hesson, Vice President
Monroe Education Association

Dr. Phil Cagwin, Superintendent

Chad Allen

Holly Cahall, Treasurer

Lauren Burchfield

George Long, Business Manager

Sheilia Holbrock

Tom Leeds
Monroe Local Board of Education

Scott Decker

Jody Long, Curriculum Director

Kim Robertson
Kim Robertson

Marla L. Bell, OEA Consultant

INDEX OF APPENDICES

- A. Local Professional Development Committee Guidelines
- B. Grievance Form
- C. Evaluation Forms – Certified Employees
- D. Salary Schedules – Supplemental Positions
- E. Evaluation Forms – Classified Employees
- F. Emergency Leave Fund and Forms
- G. Salary Schedules – Certified Employees
- H. Salary Schedules – Classified Employees
- I. Miscellaneous Forms
 - 1. Request for Attendance at Professional Meetings
 - 2. Reimbursement Voucher
 - 3. Tuition Reimbursement Application
- J. Teacher Evaluation Procedure/OTES
 - Memorandum – Elementary/Primary Planning Time

Appendix A Local Professional Development Committee Guidelines

LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (LPDC)

The Local Professional Development Committee is authorized by Senate Bill 230. Proposals to the LPDC and approvals/denials by the LPDC will not override the negotiated agreement and/or district policy.

PURPOSE: The purpose of the LPDC is to oversee, review, and evaluate professional development plans for certification/ licensure and verify documentation that the plan was followed.

DEFINITION OF PROFESSIONAL DEVELOPMENT: The committee defines professional development as the process of experiences, activities, or course work which contributes to or enhances professional growth. It is the lifelong process of gaining knowledge, insights, and skills for the purpose of improving practice. The professional plan will be based on district, building, or individual needs and should be results oriented, individualized, job embedded, collaborative, and data driven.

Each LPDC committee member shall be provided the equivalent of one (1) day of release time during the school year to complete their responsibilities. Additionally, each committee member will receive a stipend of five hundred (\$500) dollars for all work completed outside normal work hours. The LPDC secretary and chair shall both receive a stipend of seven hundred fifty (\$750) dollars for all work completed outside the normal work hours.

LPDC Table of Contents

Article I. Representation	
Section 1. Guidelines	82
Section 2. Vacancies	82
Section 3. Qualifications	82
Article II. Organizational Factors	
Section 1. Meetings	82-83
Section 2. Role Responsibilities	83
Article III. Committee Procedures	84
Article IV. Individual Professional Development Plans	85
Article V. Certification/ Licensure	
Section 1. Submission and Decision Making	84-85
Section 2. Appeals	85-86
Article VI. Reciprocity	86
Article VII. Amending By-Laws	86
Glossary	87-88

ARTICLE I. REPRESENTATION

- Section 1. Representation is to follow MEA guidelines for teacher members of this committee.
- A. Members will serve a five (5) year term beginning on July 1 and ending on June 30.
 - B. The committee will consist of four teachers and two administrators and maintain that representation until amended.
 - C. In even years, two teachers and one administrator will be appointed. In odd years, two teachers will be appointed and one principal will be appointed.
 - D. The term limit is two consecutive terms or ten (10) years.
 - E. Teacher compensation will be a negotiated item.
- Section 2. Vacancies
- A. Teachers appointed will follow the guidelines of the bargaining unit.
 - B. The superintendent will appoint any administrative/ principal vacancy.
- Section 3. Qualifications
- A. Teachers must be classroom teachers as stated in Senate Bill 230.
 - B. Teachers must have three (3) years of classroom experience.
 - C. Administrators must have three (3) years of administrative experience.

ARTICLE II. ORGANIZATIONAL FACTORS

- Section 1. Meetings
- A. Meetings will be bimonthly or as needed, with a minimum of four meetings per year. Substitutes for teachers and principals will be board paid.
 - B. Elections of chairperson and secretary will be held on the morning of the Monroe New Teacher Orientation at the beginning of the school year. The committee will then meet with the new teachers.
 - C. A quorum will be four members, three of which need to be teachers.

- D. Teacher compensation is to be a negotiated item.

Section 2. Role Responsibility

- A. The Chair will be a teacher elected by a majority vote, conducted via written ballot of committee members.

- B. The Chair will be a one year term.

- C. The Chair will:

1. preside at all Monroe Local Professional Development Committee meetings;
2. call all meetings and set agendas in collaboration with the members of the committee;
3. ensure adherence to the IPDP review processes and procedures;
4. serve as a reviewer of district educator professional development plans for certification/ licensure renewal;
5. provide the authorized signature on all necessary documents;
6. suggest necessary professional growth needs for committee members. Professional growth suggestions may relate to conferences, visitations, or purchase of videos, books, etc;
7. serve as liaison with the Superintendent's office.

- D. The Secretary will be elected by a majority vote, conducted via written ballot oft committee members.

- E. The Secretary will be a one year term.

- F. The Secretary will:

1. keep accurate minutes of all Monroe LPDC meetings;
2. send minutes and agendas to LPDC members at least one day in advance of each meeting;
3. serve as staff communication liaison;
4. be responsible for all necessary correspondence;
5. keep membership records up to date and keep a mailing list of all members including names, addresses, and telephone numbers;
6. maintain a notebook or easily accessible electronic records of all committee activities;
7. serve as a reviewer of district educator professional development plans for certification/ licensure renewal;
8. suggest necessary professional growth needs for committee members. Professional growth suggestions may relate to conferences, visitations, or purchase of videos, books, etc.

ARTICLE III. COMMITTEE PROCEDURES

- A. The LPDC will operate under the Open Meetings Act (Sunshine Law); following local Board of Education policies and procedures.
- B. The LPDC will keep confidential all reviews, evaluations, and discussions of Individual Professional Development Plans (IPDP's), documentation verification, and course activity proposals. No documents submitted for consideration by the LPDC shall be used as examples without written permission of the party/parties involved.
- C. Minutes/records/actions taken will be maintained by the LPDC. Copies of these minutes/records will be kept in the Superintendent's Office.
- D. Evaluations of IPDP's or activity documentation will be evaluated by a consensus. A time limit of 15 minutes per proposal should be adhered to by all LPDC members.
- E. A simple majority vote can approve or deny an IPDP.
- F. Reviewed IPDP's and/or documentation proposals are to be returned within 10 working days of the review.
- G. A committee member will excuse himself/herself from reviewing/voting on his/her own professional development plan or in any other occasion of conflict of interest.
- H. Whenever an administrator's coursework or plan is being discussed or voted upon, the LPDC shall, at the request of one of its administrative members, cause a majority of the committee to consist of administrative members by having the teacher members reach a consensus vote.

ARTICLE IV. INDIVIDUAL PROFESSIONAL DEVELOPMENT PLANS

- A. All IPDP's should be submitted as soon as a new certificate/license is issued by the state and no later than September 15 of the new certificate/licensure period.
- B. Notification of committee action on IPDP's will occur by October 15.
- C. Any decision to approve or deny a submitted IPDP must receive a majority vote of the committee.

- D. Educators with certificates/licenses to be renewed will be provided necessary criteria prior to development and submission of their IPDP for review. (New teacher orientation and Monroe Academy)
- E. If the submitted IPDP is denied, the individual will be notified in writing with the reasons for denial identified.
- F. Educators whose plans have been denied may submit a revised plan within ten working days of the initial denial notification.

ARTICLE V. CERTIFICATION/ LICENSURE

Section 1. Submission and Decision Making

- A. All applications for certification/licensure renewal will be submitted by April 15 of the expiration year.
- B. Notification of committee action on certification/licensure renewal will occur within 15 working days after the April 15 deadline.
- C. Any decision to approve or deny the certification/licensure renewal must receive the majority vote of the committee.
- D. If the submitted certificate/license application is denied, the individual will be notified in writing with the reasons for denial identified. Notification will be by registered letter sent by the Chair within 2 working days.
- E. Educators have 10 days from the receipt of the denial notification to contact the LPDC in writing to schedule a date to review the documentation. If the certificate/ license application is not approved, the educator will receive an appeals form.
- F. Any educator who falsifies statements on any documentation submitted to the LPDC will be referred to the Ohio Department of Education, which may result in the loss of the certificate/license in the State of Ohio.

Section 2. Appeals

- A. Any educator wishing to appeal must complete the necessary forms and send them to the Monroe Local School District's Committee of Appeals.
- B. The appeals packet will include an Appeal Form (LPDC-14), the IPDP (LPDC- 1), an Approval/Rejection Notice (LPDC-2 for plan or 3 for documentation), and the Evaluation Rubric (LPDC- 5 for plan 16 for documentation).

- C. The Committee of Appeals decision must be returned within 30 days of submission.
- D. If the situation is unable to be resolved at the local level, appeals may be taken to the state level for final resolution.

ARTICLE VI. RECIPROCITY

- A. The Monroe Local School District's LPDC will accept outside district approved IPDP's for any educator hired by the Monroe Local School District from another district as fulfilling all necessary requirements of the Monroe Local School District's renewal process. If a plan received from a previous district was not approved, then a new plan must be submitted.
- B. Hours already accumulated in the district of previous employment will be honored as long as the hours meet the plan as submitted to the previous district.
- C. Remaining hours will be accrued by meeting the requirements of the Monroe Local School District.

ARTICLE VII. AMENDING BY-LAWS

- A. The Monroe Local School District's LPDC will annually review the by-laws by August 30 (at the Monroe New Teacher Orientation meeting).
- B. Amendments will be voted on via a roll call vote. A simple majority will prevail.

GLOSSARY

1. Approved Institution- approved college or university is a college or university which has been approved for the preparation of teachers, administrators, and school employees in pupil personnel services by the State Board of Education.
2. Appeal Process- the process by which an educator can have the decision of the LPDC reviewed.
3. CEU- Continuing Education Unit. One CEU is ten contact (clock) hours in a professional development program approved by the LPDC.
4. Certificate- a document issued by the State Board of Education to an individual who is deemed to be qualified, under the 1987 Teacher Education and Certification Standards, to teach or practice in Ohio schools.
5. Contact Hours- a contact hour is equal to a clock hour spent on professional development. A contact hour was formerly known as a PDU (Professional Development Unit). 1 Contact Hour= 1 PDU= 0.1 CEU
6. Educator- an individual who has been certified or licensed by the State Board of Education to teach or practice in Ohio schools.
7. IPDP- an Individual Professional Development Plan is an educator's plan that defines and directs an educator's professional development and which links the professional development to the needs of the educator, the students, the school, and the school district.
8. LPDC- the Local Professional Development Committee is established by local school districts and nonpublic chartered schools to oversee and review professional development plans, coursework, continuing education units, and equivalent activities for the purpose of renewal of certificates and licenses.
9. License- a document issued by the State Board of Education to an individual who is deemed to be qualified, under the 1996 Teacher Education and Licensure Standards, to teach or practice in Ohio schools.
10. Permanent Certificate- a certificate that is good for the rest of an educator's career and does not require further work for certification nor conversion to a license. These certificates are no longer being issued in the state of Ohio.
11. Group I Activities (refers to LPDC Form 13) -activities that may be completed without prior approval by the LPDC as long as the activities are included on the IPDP. These activities do not require the completion of the LPDC-4 Form, Other Activities Request Form.

12. Group 2 Activities (refers to LPDC Form 13)- activities that require the completion of LPDC-4 Form (Other Activities Request Form) prior to the beginning of the activity and approval from the LPDC committee in order for the activity to count toward accumulated CEUs.

Approved by the LPDC Committee May 20, 2004

Appendix B GRIEVANCE FORM

MONROE LOCAL SCHOOL DISTRICT

Name of Grievant Position Date Submitted

School _____ Name of Principal _____

Grievant accompanied by _____

Section for Grievant: Briefly state the problem, indicating the alleged violation, misinterpretation, or misapplication of this Agreement.

(if additional space is needed, use other side.)

Did grievant have oral discussion with principal? Yes No

What remedy is sought?

Date _____ Grievant's Signature _____

Section for Board:

_____ Date Received _____

- A. In answer to grievance, include parts of the Agreement which are basis for decision.
- B. Prepare four (4) copies of this form. Distribute as follows:
 - 1. Original to school principal's file
 - 2. Copy to Superintendent or designee
 - 3. Copy to Grievant
 - 4. Copy to M.E.A.

Date _____

Principal's Signature _____

Appeal Section: I desire to appeal the above decision.

Date _____

Signature of Appellant _____

Date _____

Signature of Chairperson, MEA Grievance Committee

Appendix C Evaluation Form – Certified Employees

Teacher:
Position:

School:
Evaluator:

Specific Performance Targets

A=Accomplished IP=In Process NA= Not Accomplished

	A	IP	NA
A.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: _____

Date _____ Teacher _____ Building Administrator _____

Instructional Effectiveness

Creating an Environment for Student Learning: S=Satisfactory NI=Needs Improvement

	S	NI
A. Creating a climate that promotes fairness	<input type="checkbox"/>	<input type="checkbox"/>
B. Establishing and maintaining rapport with students	<input type="checkbox"/>	<input type="checkbox"/>
C. Communicating challenging learning expectations to each student	<input type="checkbox"/>	<input type="checkbox"/>
D. Establishing and maintaining consistent standards of classroom behavior	<input type="checkbox"/>	<input type="checkbox"/>
E. Making the physical environment as safe and conducive to learning as possible	<input type="checkbox"/>	<input type="checkbox"/>

Comments: _____

Teaching for Student Learning:

	S	NI
A. Making learning goals and instructional procedures clear to students	<input type="checkbox"/>	<input type="checkbox"/>
B. Making content comprehensible to students	<input type="checkbox"/>	<input type="checkbox"/>
C. Encouraging/engaging students to extend their thinking	<input type="checkbox"/>	<input type="checkbox"/>
D. Monitoring students' understanding of content through a variety of means, providing feedback to students to assist learning, and adjusting learning activities as the situation demands	<input type="checkbox"/>	<input type="checkbox"/>
E. Using instructional time effectively	<input type="checkbox"/>	<input type="checkbox"/>

Comments: _____

Organizing Content Knowledge for Student Learning:

	S	NI
A. Becoming familiar with relevant aspects of students' background knowledge and experiences	<input type="checkbox"/>	<input type="checkbox"/>
B. Articulating clear learning goals for the lesson that are appropriate for the students	<input type="checkbox"/>	<input type="checkbox"/>
C. Demonstrating an understanding of the connections between the content that was learned previously, the current content, and the content that remains to be learned in the future	<input type="checkbox"/>	<input type="checkbox"/>
D. Creating or selecting teaching methods, learning activities, and instructional materials or other resources that are appropriate for the students and are aligned with the goals of the lesson	<input type="checkbox"/>	<input type="checkbox"/>
E. Creating or selecting evaluation strategies that are appropriate for the students and that are aligned with the goals of the lesson	<input type="checkbox"/>	<input type="checkbox"/>

Comments: _____

Teacher Professionalism:

	S	NI
A. Adheres to School Board Policy	<input type="checkbox"/>	<input type="checkbox"/>
B. Professional Growth	<input type="checkbox"/>	<input type="checkbox"/>
C. Attendance/Punctuality	<input type="checkbox"/>	<input type="checkbox"/>
D. Reflecting on the extent to which the learning goals were met	<input type="checkbox"/>	<input type="checkbox"/>
E. Demonstrating a sense of efficacy (desired results)	<input type="checkbox"/>	<input type="checkbox"/>
F. Building professional relationships with colleagues to share teaching insights and to coordinate learning activities (teacher may present physical evidence)	<input type="checkbox"/>	<input type="checkbox"/>
G. Communicating with parents or guardians about student learning (teacher may present physical evidence)	<input type="checkbox"/>	<input type="checkbox"/>

Comments: _____

Comments of the Evaluatee: _____

I have examined and discussed this evaluation with the principal. My signature does not imply agreement with the evaluation.

Teacher	Date	Building Administrator	Date
Recommend for Reemployment	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Recommend for Tenure	Yes <input type="checkbox"/>	No <input type="checkbox"/>	

Teacher Observation Form

Teacher _____ Date _____ School _____
 Subject _____ From _____ To _____

Creating an Environment for Student Learning:	S=Satisfactory	I=Needs Improvement
	S	NI
A. Creating a climate that promotes fairness	<input type="checkbox"/>	<input type="checkbox"/>
B. Establishing and maintaining rapport with students	<input type="checkbox"/>	<input type="checkbox"/>
C. Communicating challenging learning expectations to each student	<input type="checkbox"/>	<input type="checkbox"/>
D. Establishing and maintaining consistent standards of classroom behavior	<input type="checkbox"/>	<input type="checkbox"/>
E. Making the physical environment as safe and conducive to learning as possible	<input type="checkbox"/>	<input type="checkbox"/>

Comments: _____

Teaching for Student Learning:

	S	NI
A. Making learning goals and instructional procedures clear to students	<input type="checkbox"/>	<input type="checkbox"/>
B. Making content comprehensible to students	<input type="checkbox"/>	<input type="checkbox"/>
C. Encouraging/engaging students to extend their thinking	<input type="checkbox"/>	<input type="checkbox"/>
D. Monitoring students' understanding of content through a variety of means, providing feedback to students to assist learning, and adjusting learning activities as the situation demands	<input type="checkbox"/>	<input type="checkbox"/>
E. Using instructional time effectively	<input type="checkbox"/>	<input type="checkbox"/>

Comments: _____

Organizing Content Knowledge for Student Learning:

	S	NI
A. Becoming familiar with relevant aspects of students' background knowledge and experience	<input type="checkbox"/>	<input type="checkbox"/>
B. Articulating clear learning goals for the lesson that are appropriate for the students	<input type="checkbox"/>	<input type="checkbox"/>
C. Demonstrating an understanding of the connections between the content that was learned previously, the current content, and the content that remains to be learned in the future	<input type="checkbox"/>	<input type="checkbox"/>
D. Creating or selecting teaching methods, learning activities, and instructional materials or other resources that are appropriate for the students and are aligned with the goals of the lesson	<input type="checkbox"/>	<input type="checkbox"/>
E. Creating or selecting evaluation strategies that are appropriate for the students and that are aligned with the goals of the lesson	<input type="checkbox"/>	<input type="checkbox"/>

Comments: _____

 Signature of Evaluatee Date Signature of Evaluator Date

Comments of Evaluatee: _____

Extenuating Evaluative Factors: Because there are sometimes factors outside the teacher's control which can influence the teacher's effectiveness, the following items should be considered in the evaluation.

- A. Are the lights, ventilation, and temperature in the room adequate and proper?
- B. Is the room large enough?
- C. Are the display areas and storage areas adequate?
- D. Is there appropriate seating for students?
- E. Is the room noisy because of its location, ventilation equipment, or lack of acoustical protection?
- F. Are resource materials, teaching materials and supplies, and audio-visual equipment readily available?
- G. Is the teacher a floating teacher?
- H. Is there a wide variety of pupils in the teacher's class?
- I. Does the teacher have a large percentage of unique student problems?
- J. What is the teacher's class load?
- K. Is the teacher teaching in his/her major or minor field?
- L. Has the teacher ever taught this subject before?
- M. Is the teacher assigned to more than his/her share of supervisory duties?
- N. Does the teacher have adequate facilities for planning?