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NEGOTIATED CONTRACT

between the

MT. HEALTHY TEACHERS ASSOCIATION

AN AFFILIATE OF THE

OHIO EDUCATION ASSOCIATION

and the

NATIONAL EDUCATION ASSOCIATION

and the

MT. HEALTHY BOARD OF EDUCATION

OF THE

MT. HEALTHY CITY SCHOOL DISTRICT

JULY 1, 2022 THROUGH JUNE 30, 2025

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GLOSSARY

Association	The Mt. Healthy Teachers Association as affiliated with the Ohio Education Association and the National Education Association; the sole and exclusive agent representing the members of the bargaining unit.
Board	The Board of Education of the Mt. Healthy City School District.
Concern	Any question or controversy between any member of the bargaining unit, group of members of the bargaining unit, and/or the Association, with the Board and/or the administration concerning any complaint, dispute, problem or other condition which may not be made the subject of a grievance under the provisions of this negotiated Contract.
Culturally different	A culturally different person is one who has not had the opportunity to learn the values, norms, and expectations for behavior of the culture in which he/she presently is living, and where this lack of opportunity is a handicap for his/her social and economic integration into society. This term does not refer to persons of any sub-cultures within the United States.
Disaster	Sudden, unexpected and/or unanticipated calamitous event which produces material damage, loss and/or distress. Examples of a disaster include, but are not limited to: a flood causing damage to the residence of the member, a fire in the residence of the member, and/or high wind causing damage to the residence of the member.
Grievance	Any question or controversy between any member of the bargaining unit, group of members of the bargaining unit, and/or the Association, with the Board and/or the administration, concerning the interpretation, application of, compliance with or non-compliance, with the provisions of this negotiated Contract.
Grievant	A member of the bargaining unit, a group of members of the bargaining unit, and/or the Association, claiming a violation of this negotiated Contract .
Immediate Family	Current spouse, child(children), father, mother, brother(s), sister(s), grandparent(s), grandchild(children), in-laws(s) bearing any of the above relationships, and any other person(s) who is(are) a permanent member of the immediate household, or person(s) who have assumed a similar legal relationship to the member and/or his/her spouse.
Member Workday	A workday of the teacher work year, excluding Saturdays, Sundays, legal holidays, and days on which school is not in sessions because of a declared calamity. Remote learning days are considered workdays and not defined as calamity days.
Party In Interest	Any person(s) who may be required to take action or against whom action may be taken in the resolution of a grievance and/or concern.
Preparation	Each course by title as designated in each building schedule.
School Day	Any day or fraction thereof when schools are open for instruction or are designated to be open for instruction.

Seniority	Number of continuous contractual years of District service commencing with the most recent day of District employment. Seniority shall be determined further by next considering the date of the member's first workday in the District. If the date of initial employment by the Board and the first workday of two (2) or more members coincide, the times and dates on which those members accepted District employment shall be the only controlling factor. Approved leaves of absence shall not be considered a break in seniority. Members whose contracts have been suspended because of staff reduction shall not be considered to have a break in seniority if said members are returned to active contract status within the first forty-five (45) calendar days of the succeeding member work year.
Superintendent	Superintendent or designee.

IMPORTANT DATES

DATE	CONTRACT	DESCRIPTION
5th School Day	9.063	Posting of internal Sub lists
Within first 10 workdays	5.024	Principal reviews school rules with students
September 1	1.0402	Calendar of staff development events provided to members
October 1	11.048	Last date to receive retroactive pay for salary column adjustment
	8.042	Members are notified as to which evaluators are eligible to observe and/or appraise them
March 1	5.081	Last day for members to request assignment change for next school year
April 1	15.02	Last day to tender resignation for retirement to be eligible for incentive
April 15	5.073	Superintendent meets with MHTA President to discuss staffing plans & presents MHTA President with names of anticipated RIF list
May 1	5.084	Notification to MHTA President when district restructures
Last day of work year	5.082	Last day to be notified by principal of building teaching assignment
May 15	5.084	List of district vacancies to MHTA President when district restructures
Last day of work year	5.103	Last day to process involuntary transfers
May 25	5.084	Last day to fill vacancies on comprehensive list of district vacancies when district restructures
May 25	9.041	Last day to vote for department chairs
June 1	ORC 3319.11	Written Notification to member of recommendation of non-renewal by this date
July 1	13.01	Salary notification
July 10	5.076d	Last day to resign except as noted
August 1	5.073	Last day to RIF for next year
10 days prior to Board Action	5.073	Superintendent gives MHTA President names of laid-off members
5 days prior to Board Action	5.073	Members of final laid-off list notified in writing by Board representative

ARTICLE I: RECOGNITION

1.01 ASSOCIATION

The Mt. Healthy Board of Education, hereinafter referred to as the "Board," hereby grants sole and exclusive recognition to the Mt. Healthy Teachers Association. Such recognition shall be for the right to represent all full and part-time certificated/licensed personnel, except for registered nurses, LPNs, substitute teachers, personnel not paid pursuant to the teacher's salary schedule, and administrative and supervisory personnel; and shall include but not be limited to the sole and exclusive right to represent and negotiate for all members of the bargaining unit, as outlined in this negotiated Contract. The Association has the full rights and privileges of an exclusive representative as defined in Chapter 4117 of the Ohio Revised Code. The Board recognizes that Association representation will include any newly created certificated/licensed position unless employment into that position is governed by Section 3319.02 of the Ohio Revised Code, in which case that position is not in the bargaining unit.

1.02 ORGANIZATIONAL RIGHTS

1.021 Use of at least one bulletin board in each of the faculty lounges, school offices, and faculty lunchrooms, and use of school mailboxes for the distribution of printed communications without an affixed signature and/or without prior submission to, and/or approval by, a principal(s) and/or other administrative person(s), and without any other unlawful and/or unconstitutional prior restraint.

1.022 The right to payroll deduction for each Association member of his/her Association dues as authorized by that member, without cost to the Association and/or the member. Such authorization shall continue in effect until such time that said member gives written notice to the treasurer of the Board to discontinue such deductions. The school district treasurer will notify the association treasurer and president of any notice to stop membership deduction at least fifteen (15) days prior to the district's treasurer stopping such deductions.

1.023 Right to make announcements at building, grade-level, and all staff faculty meetings. Announcements on public address systems and in faculty bulletins shall be included in advance of the event on a timely basis during each day when any other announcements are customarily made. Such announcements are to be made by the building principal or his/her designee.

1.025 Upon request and within five (5) member workdays, to receive the names, addresses, and home phone numbers, unless unlisted, of all members of the bargaining unit.

1.026 To be provided all agendas, minutes, and other public information made available to Board members no later than the time of public distribution. The Association president or his/her designee shall be informed by the Superintendent or his/her designee of all agenda changes at the same time Board members are informed.

1.027 To be provided, upon request and without charge, a copy of any and all financial documents and information which are matters of public record. If any such financial document(s) and/or information exist in a form provided for by, or submitted by the State Department of Education, said document(s) and/or information shall be provided within one (1) member workday. If such document(s) and/or information does not exist in such form, said document(s) and/or information shall be provided within five (5) member workdays.

1.028 Access to the schools by representatives of the Association, provided such presence is made known immediately to the school office. This right does not include meetings or conferences with members during their assigned periods and/or during their assigned duties.

1.029 Time up to fifteen (15) minutes, at the request of the Association, at all preschool staff development day(s), District and/or building level meetings, for the purpose of general communication to the members. The request shall be made at least forty eight (48) hours

before the meeting date.

1.0210 Attendance without loss of pay at Southwestern Ohio Education Association, Ohio Education Association and National Education Association meetings or committee meetings when the Association member(s) is/are an official delegate, alternate or committee member. Attendance by additional Association members shall be permitted, provided the Association reimburses the Board for the cost of the substitute(s) when the absence of those additional members is cause for the use of a substitute teacher(s).

1.0211 The Association shall have the right to make a general address at each Board meeting. In addition, the Association shall have all the rights and privileges granted to other individuals or organizations present at each Board meeting. In the case of each emergency meeting, the Association president or his/her designee shall be notified by telephone at the same time the Board members are notified of that meeting.

1.0212 Should fair share fee be found to be legal at some point in the future, the language from the 2021-2022 contract shall be reinstated.

1.0213 The treasurer of the Board of Education shall deduct from the wages and salaries of members such amounts for the OEA Fund for Children and Public Education as the member by written authorization may demand and shall transmit any amount so deducted as the authorization shall direct. Any such authorization shall be on a form which is separate from any form used to apply for or authorize membership in or authorize payment of dues or fees to any organization.

1.0214 The Association President shall be a member of the District Events Calendar Committee.

1.03 BOARD

The Association recognizes the Board as the duly elected body charged by law with the authority and responsibility to establish the rules and regulations by which the school district shall be governed, subject only to the limitations specifically set forth in this agreement. The Association recognizes that the Board retains and has all rights, privileges and responsibilities conferred upon it by 4117.08 O.R.C.

1.04 MANAGEMENT RESPONSIBILITY

The Board acknowledges that administrators have a responsibility to bargaining unit members to provide professional leadership. This will be evidenced by the following actions on the part of administration.

1.0401 A calendar of known expectations will be provided quarterly to each member. This calendar will show all known expectations for reports, data submission, and other items the administration expects from the teacher for the quarter that are over and above the traditional expectations for lesson plans, grade books and report cards, etc.

1.0402 A calendar of staff development events will be provided to members by September 1 each year. This will show dates, times, and tentative subjects of all staff development scheduled throughout the year. Administration reserves the right to make changes in locations and subjects of all staff development as needs arise, but will strive to adhere to the September 1 schedule. Members will be notified of the location of the meeting when it is determined.

1.0403 Building principals will schedule routine building staff meetings at least two weeks in advance. Emergency and other meetings where two weeks' notice is not feasible will be scheduled at the discretion of the building principal with notification to staff at the earliest possible time.

1.0404 If there are expectations for reports and data which require the use of technology, upon request, task specific training and technology support must be provided, if it has not been previously offered to employees by the District. To the extent possible, this training shall occur at least thirty (30) days prior to the requirement to use the technology.

1.0405 Members and administrators will treat each other in a professional and courteous manner when dealing with employment related responsibilities.

ARTICLE II: NEGOTIATIONS

2.01 INITIATING NEGOTIATIONS

All requests for the initiation of negotiations shall be made in writing. Requests for negotiations shall be made in accordance with the re-opener provision of this contract.

At the first negotiations meeting, the parties shall exchange proposals and set dates for at least two (2) negotiation meetings. After the exchange of proposals, neither party may submit new proposals unless otherwise mutually agreed. Negotiations shall be in private.

2.02 NEGOTIATIONS TEAMS

Each team shall be made up of not more than seven (7) people of the party's choice. Each team shall designate a chairperson. Each party may have no more than two (2) to act as observers. The observers shall not participate in the negotiation discussions unless otherwise mutually agreed to. Members of the negotiations team shall receive release time for the negotiations meetings.

2.03 INFORMATION

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

2.04 CAUCUSES

Either group shall have the right to recess for independent caucus at any time. Ordinarily, caucuses shall be limited to one hour in length unless otherwise mutually agreed.

2.05 ITEM AGREEMENT

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

2.06 AGREEMENT

When an agreement is reached by the teams, that agreement shall be reduced to writing and signed by the chairperson of each team. Each team will recommend favorably to its members the acceptance of the tentative agreement. The tentative agreement shall be submitted to the Association for possible ratification and the results of the ratification vote by the Association's membership shall be communicated to the Board in writing by the President of the Association. Upon receipt of notification that the Association has ratified the agreement, the Board shall meet within fourteen (14) days to consider the approval or non-approval of the tentative agreement.

Only if the agreement is ratified by both the Association and the Board shall it become part of this contract.

2.07 IMPASSE

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

If an impasse is declared, the parties shall jointly contact the Federal Mediation and Conciliation Service and request the appointment of a federal mediator.

Mediation shall last for thirty (30) days from the parties' first meeting with the mediator but may be extended by mutual agreement, if an agreement has not been reached within that time, then an impasse shall exist and the impasse procedures shall be deemed to be completed.

This provision shall supersede and replace the impasse procedures contained in Chapter 4117 of the Ohio Revised Code.

2.08 RIGHT TO STRIKE

In the event all of the impasse procedures set forth in this contract have been fully completed and no agreement has been reached between the parties and the effective date of the contract provisions at issue have expired, and the Association has given the statutory notice to strike required by Chapter 4117, Ohio Revised Code, then, in that event only, the Association may exercise its statutory right to strike.

2.09 INADVERTENT ERRORS OR OMISSIONS

In the event that the draft copy of the negotiated contract between the Mt. Healthy Teacher's Association and the Mt. Healthy Board of Education contains inadvertent errors due to transfer of materials, the signed Tentative Agreements, in each case will be the controlling document. This will include those items which have remained as "current language."

ARTICLE III: GENERAL PROVISIONS

3.01 DURATION OF AGREEMENT

This negotiated Contract shall be in effect from July 1, 2022, through June 30, 2025.

Upon request made after March 1, 2025 (or earlier if mutually agreed upon by both parties), the parties shall begin negotiations on a successor contract.

3.02 OBSERVANCE AND MAINTENANCE OF CONTRACT

The Board and the Association agree that this negotiated Contract constitutes a contract which is binding on both parties. Each party is without authority to alter the language or intent of the Contract during its term. The Contract shall become effective when ratified by the Association and adopted by the Board.

3.03 CONTRARY TO LAW

This negotiated Contract has resulted from good faith negotiations between the Board and the Association. If it is determined, by a court of law with jurisdiction to this District or an act of the federal and/or state legislature, that all or part of any provision(s) of this negotiated Contract is/are contrary to law, that part(s) shall be considered null and void to the extent so prohibited. The remaining provisions shall remain in effect. However, if any provision(s) becomes unworkable due to its/their being contrary to law, negotiations on that/those provision(s) shall be reopened within ten (10) calendar days after either party has requested in writing that a revised provision be negotiated.

3.04 REOPENER

If during the life of the contract, bargaining is necessary due to impact, severability, or a specified re-opener provision in the contract, said bargaining shall be in keeping with the bargaining procedure outlined in Article II of this contract and ORC 4117.

3.05 REVIEW PROCESS FOR BOARD POLICY APPLICATION BY AN ADMINISTRATOR

In the event a member of the bargaining unit believes an administrator has misapplied or misinterpreted Board policy as it relates to him/her, he/she should meet with the administrator involved and discuss it with the administrator.

After the discussion with the administrator, if the member of the bargaining unit is not satisfied with the result of the conversation, he/she may request a meeting with the Superintendent and the Superintendent shall meet with the member of the bargaining unit to discuss the issue.

If the member of the bargaining unit or the Association representing one or more of the members still is not satisfied after meeting with the Superintendent or designee, then he/she/it may meet with the Board of Education in executive session and present their position concerning the alleged violation of Board policy by the administration.

The Board shall notify the complaining party of its decision in the matter and the Board's decision shall be final.

3.06 SUPERSEDING CLAUSE

The parties agree that any provisions of this contract which are in conflict with Ohio Law shall supersede and replace any law with which they are in conflict.

ARTICLE IV: GRIEVANCE PROCEDURE

4.01 PURPOSE

The grievance procedure is a method by which a member of the bargaining unit, a group of members of the bargaining unit, and/or the Association, can express a grievance without fear of reprisal, and obtain a fair hearing at the lowest level possible. The primary purpose of this procedure shall be to obtain equitable solutions to grievances at the lowest level and in the shortest period of time by providing for democratic interpretation of the negotiated Contract.

4.02 TIME LIMITS

4.021 Every effort shall be made to expedite the grievance process. Failure of the grievant to adhere to the time limits shall result in the resolution which was obtained at the last level of hearing. The time limits, however, may be extended by mutual agreement of the parties concerned, and shall be expressed in writing.

4.022 If any grievance is not initiated at Level One within thirty (30) days after the grievant knew or reasonably should have known of the event(s) or condition(s) upon which it is based, the grievance shall be considered waived, shall no longer be deemed a grievance, and may not be processed as such. However, if a condition is recurring, the thirty (30) day time limit shall be applied to the most recent occurrence.

4.03 ADJUSTMENT OF A PROBLEM

Nothing required by this formal grievance procedure shall be construed as preventing any member of the bargaining unit or group of members of the bargaining unit having a grievable complaint or problem from discussing the matter informally with any appropriate representative of the administration and having such matter adjusted without the intervention and/or consultation of the Association, provided

the adjustment is not inconsistent with the terms of the negotiated Contract and the Association has been given the opportunity to be present at such adjustment and has been given the opportunity to state its views before the adjustment is decided upon.

4.04 ASSOCIATION GRIEVANCE REPRESENTATIVE

The Association may designate an Association member(s) as its representative for processing grievances in each school building. Any member of the bargaining unit or group of members of the bargaining unit may consult this representative for assistance; however, any activity of this type may be conducted at times which will not interfere with the normal assigned duties of the member(s) of the bargaining unit involved.

4.05 GRIEVANCE PROCESS

4.051 Level One: Principal

(a) The grievant and/or the Association shall file a grievance in writing with the supervisor/principal using the prescribed form. Such filing in writing must take place no later than thirty (30) days after the grievant and/or the Association knew or reasonably should have known of the event or condition upon which it is based and shall state the specific basis for the grievance.

(b) Within ten (10) days of his/her receipt of the written grievance, the supervisor/ principal shall arrange and conduct a hearing with the grievant or at another time mutually agreed to by the grievant and the principal. The hearing should include the grievant, the Association representative(s), the party(ies) in interest and any witness called by the grievant, the Association and/or the supervisor/principal. A written statement of the action taken and the specific reason(s) therefore shall be sent to the grievant and the Association on the prescribed form within ten (10) days after the hearing.

4.052 Level Two: Superintendent

(a) In the event that the Association is not satisfied with the disposition of the grievance at Level One, the Association may appeal the grievance in writing to the Superintendent on the prescribed form. Such filing in writing must take place no later than ten (10) days after the grievant and the Association have received the written statement under Level One of the grievance procedure.

(b) Within ten (10) days of his/her receipt of the Level Two appeal, the Superintendent shall arrange a hearing concerning the grievance, at a time mutually agreeable. The hearing shall include the grievant, and Association representative(s), the supervisor/principal involved, and any other party(ies) in interest, and witness(es) called by the grievant, the Association, and/or the supervisor/principal. Within ten (10) days after this hearing, the Superintendent or his/her designee shall issue his/her decision along with the specific reasons, in writing, on the prescribed form. A copy shall be furnished to the grievant, the Association and the supervisor/principal involved.

4.053 Level Three: Binding Arbitration

(a) The Association only shall have the right to appeal any grievance to binding arbitration. Binding arbitration must be requested by the Association in writing within ten (10) days after the written answer was received by the Association under Level Three of the grievance procedure.

(b) Notification of the intent of the Association to appeal a grievance to binding arbitration must be submitted in writing to the Superintendent and the American Arbitration Association within ten (10) days after the written answer was received by

the Association under Level Two of the grievance procedure. In addition to notification of the Superintendent, the Association shall request a list of nine (9) arbitrators from the American Arbitration Association. The arbitrator shall be selected from the American Arbitration Association in accordance with its rules except as herein modified. If no arbitrator is mutually acceptable from the first list supplied by the American Arbitration Association, no more than three (3) additional lists will be requested.

(c) The arbitrator shall conduct a hearing and receive such evidence and testimony as he/she deems proper. Such hearing shall be held at the earliest time mutually convenient to the Association, the Board, and the arbitrator. In case of disagreement concerning the time of the hearing, the arbitrator shall have the authority to determine the date and location of the hearing.

(d) Neither party shall assert at arbitration any claim not previously disclosed to the other party at the prior Levels of the grievance procedure.

(e) As soon as possible following the hearing, the arbitrator shall issue his/her written report and recommendations, including instructions on how the matter should be resolved. The report shall be transmitted simultaneously to the Association and the Board treasurer. Unless contrary to law, the decision of the arbitrator shall be final and binding upon the Board, the administration, the Association, and all members of the bargaining unit.

(f) The arbitrator shall not have the power to add to, subtract from or modify this Contract and shall only have the authority to interpret the provisions of this Contract as the same relate to the specific grievance appealed to arbitration.

(g) The Board and the Association shall share equally the fees and expenses of the arbitrator and any expenses incidental to the binding arbitration proceeding. Each, however, shall be responsible for the fees and expenses of its representative(s).

4.06 RIGHT TO REPRESENTATION

During the term of this negotiated Contract, no member(s) of the bargaining unit may be represented by any teacher organization other than the Association in any grievance. No member(s) of the bargaining unit and/or the Association, shall be denied the right to Association representation and/or legal advice and/or counsel at any time.

4.07 ASSOCIATION GRIEVANCES

The Association, as such, shall have the right to file a grievance, if the subject matter involved concerns:

4.071 An alleged violation of the negotiated Contract as respects rights or privileges granted to the Association, its officers, or its representatives, as such. Such grievance shall be filed at Level Two.

4.072 An alleged violation of the negotiated Contract as respects a matter affecting any member(s) of the bargaining unit.

4.08 MISCELLANEOUS

4.081 A grievance may be withdrawn at any level without prejudice or record.

4.082 Copies of all written answers to grievances, on the prescribed form, shall be sent to the grievant and the Association.

4.083 Forms for filing and appealing grievances are found in Appendices A – C.

4.084 Nothing in this negotiated Contract shall be construed so as to deny the Association and/or its representatives the right to redress before any administrative agency and/or through the courts.

4.085 The Board and the administration shall cooperate with the Association in its investigation of every grievance, and further shall furnish the Association such information as it requests for the processing of any grievance.

4.086 The Association shall represent all members of the bargaining unit equally and without discrimination, regardless of their membership or non-membership in the Association.

4.087 Should the processing of any grievance(s) at Level Two and/or Level Three require that a member(s) and/or an Association representative(s) be released from his/her regular assignment, he/she shall be released without loss of pay or benefits.

4.088 No reprisals of any kind shall be taken by or against any grievant(s), any party(ies) of interest, and any participant in the grievance procedure, the Association, or any member of the Association by reason of such participation. It is agreed that a member and/or the association shall not file an unfair labor practice alleging a violation of Ohio Revised Chapter 4117, but will utilize only the grievance procedure. All documents, communications and records dealing with the processing of grievances shall be filed separately from the personnel files of the participants.

ARTICLE V: EMPLOYMENT PRACTICES

5.01 ACADEMIC FREEDOM

5.011 The Board, the administration, and the members of the bargaining unit seek to educate people in educational skills and in democratic traditions, to foster a recognition of individual freedom and social responsibility, and to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights. These educational skills and democratic values can be transmitted best in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for members and students is encouraged.

5.012 It is recognized that the principal in each building is responsible for all education conducted in his/her building and, therefore, has the responsibility to supervise each member with respect to all educational activity conducted within that building. In the spirit of academic freedom, members will create a classroom atmosphere which invites in-depth study of the critical issues of the day. The classroom atmosphere shall be conducive to investigation, interpretation, analysis and evaluation of data on all sides of the critical issue(s) under study. Each member is responsible for exercising reasonable and prudent maturity and understanding of the students involved. The parties recognize that certain issues which may be discussed may be controversial. Discussion of these issues shall not include indoctrination. If any member(s) desires to present a subject to his/her class(es) which is not a part of the curriculum, the content of which and/or the method of presentation of which may be controversial, that member shall notify his/her principal before presenting the subject to his/her class(es). Said notification shall be written and shall be in addition to that member's submission of weekly lesson plans. If any student(s) initiates discussion on an issue which may be controversial, the member conducting the class should notify his/her principal or assistant/associate principal of that discussion as soon as possible after its occurrence. Should differences exist between a principal and a member(s) assigned to his/her building with respect to the subject of academic freedom, that member(s) and his/her/their Association representative shall be granted a meeting at the member's (s') request to the Superintendent or his/her designee to review the matter with the Superintendent or assistant Superintendent in charge of personnel and that principal.

5.013 Any and all complaints received by a Board member(s) and/or an administrator(s) from individual(s) and/or group(s) concerning a controversial issue(s) which involves any member(s) shall be dealt with by adhering both to this negotiated Contract and the "Public Complaints about the Curriculum or Instructional Materials" as contained in the Policies and Regulations of the Mt. Healthy City School District.

5.02 MEMBER PROTECTION

5.021 The Administration, Board, and members of the bargaining unit shall cooperate with each other to provide consistent application and enforcement of all policies, rules, and regulations concerning student behavior. Since chronic discipline problems often need special attention through administrative support and building discipline committees, administrators and teachers will act toward the disposition of these problems in a timely fashion.

5.022 STUDENT DISCIPLINE

5.0221 All cases of assault upon members occurring within the course of the member's employment, whether verbal or physical, including assault by a student (s) while that member is in the process of breaking up a school related disturbance, shall be reported to the principal or his/her designee by the member assaulted immediately after the occurrence or as soon thereafter as possible. In the case of a physical assault on a member, the incident shall also be reported by the Principal to the Superintendent or designee immediately after it is reported to the building principal. If requested by the Superintendent/designee to do so, the member shall press charges with the police against the party who assaulted the teacher. The Superintendent/designee shall provide the teacher with assistance in processing the criminal complaint against the student. If the Superintendent/designee does not request it but the member believes the assault was of a serious nature, the member may press charges on their own. If the member is injured, the member files an accident/incident report with the Principal immediately after the assault. For each physical assault, a written report shall be made to the Superintendent by the building principal within three (3) work days of the receipt of the member's report of assault. The member assaulted agrees to cooperate fully with police, school administration and the prosecutor's office in the investigation and prosecution of the party charged with the assault.

5.023 Members of the bargaining unit may use such force as is reasonable and necessary to quell a disturbance threatening physical injury to persons, to obtain possession of weapons, or other dangerous objects upon the person or within the control of a person, for the purpose of self-defense, and/or the protection of persons and/or property.

5.024 Within the first ten (10) student days of each school year, each principal shall meet with the student body to review all school rules, regulations, discipline procedures, and the code of student conduct.

5.025 Each student physically assaulting a member shall, at the member's request, be immediately removed from the assaulted member's classroom for up to twenty-four (24) hours and may be suspended from school and may be recommended for expulsion. Each time a student who physically assaults a member is not suspended from school, the member whom that student has assaulted shall receive written notice from the principal or designee within twenty-four (24) hours of the decision not to suspend stating the reason(s) why the student was not suspended. If the principal or designee decides to suspend the student, the student will not return to the assaulted member's classroom or activity until the suspension has been served. If the suspension is appealed, the student will not be returned to the assaulted member's class unless the principal or designee deems it is safe to do so.

5.026 Each student verbally assaulting a member shall be immediately sent to the principal's or designee's office. If the principal or designee decides to suspend the student, the student will not return to the assaulted member's classroom or activity until the suspension has been served. If the suspension is appealed, the student will not be returned to the assaulted member's class unless the principal deems it is safe to do so. If the student is not suspended, the principal or designee will give the member written reasons why the student was not suspended within twenty-four (24) hours of the decision not to suspend.

5.027 In regard to this provision 5.026, if no decision is made within twenty-four (24) hours, the principal or designee will regularly apprise the member of the status of the investigation until a decision is made.

5.03 WORK ENVIRONMENT

The District wholeheartedly supports parents and community involvement in schools and encourages members of the community to visit the schools. However, because of the potential interruption and disruption of the children's education posed by unmonitored classroom visitations, the following guidelines for community and parental visitations in classrooms shall be followed by the Board and the administration in order to minimize disruption of the educational process:

5.031 A sign shall be posted, at each entrance of each building, which states: "All visitors must report to the main office immediately upon entering the building or grounds. Board of Education Regulations in Accordance with Ohio Revised Code 2911.21, Section A-2 (Trespass Law) and Ohio Revised Code 3313.20 Apply."

5.032 If the member is expecting the visitor directions will be given to the visitor. If the visitor is unexpected, then the member shall be advised by the office so the member will know the office is aware of the visitor's presence.

5.033 Where practical, classroom visitation should occur by prior arrangement with the member. The Visitors shall inform the members of the general purpose of each observation and/or visitation in advance.

5.034 Members shall have the right to reschedule visits by a parent(s) and/or other member(s) of the community when prior arrangements have not been made.

5.035 Where practical, the visitor and the member should arrange a conference to discuss the visitation.

5.036 Visitors shall not be permitted to use any electronic devices to make a record of his/her visit without the consent of the member.

5.037 Every effort will be made by the Board and the administration to minimize the amount of disruption caused by such visits.

5.038 Where there is a history of confrontation between a member and parent, upon request, the building administrator or designee shall attend any conference between the member and the parent.

5.04 MEMBER DRESS CODE

5.041 Members of the bargaining unit shall be professionally attired. Professional dress shall not include, and is not limited to, jeans, sweatshirts, leggings not covered by appropriate dress/shirt/tunic no shorter than three (3) inches above the knee, yoga pants, shoes not appropriate for teacher's assignment, casual t-shirts and bare midriffs unless approved in advance by the building administrator. Notwithstanding the above, teachers may wear shorts as appropriate to their assignment. Shorts/skirts must be no more than three inches above the knee.

5.042 A member shall receive an oral warning for first violation of the dress code but repeated violations of the dress code will result in disciplinary action in accordance with the contract.

5.043 No other dress code stipulations shall be placed on the members of the bargaining unit.

5.05 COMPLAINTS ABOUT MEMBERS

5.051 Each member of the bargaining unit shall be notified of any and all verbal and written complaints from an individual(s) and/or group(s) concerning that member if that member may be disciplined, and/or reduced in rank and/or compensation, and/or have his/her contract non-renewed, suspended, and/or terminated, in part because of said complaint(s).

5.052 Each time a Board member receives a verbal and/or written complaint from an individual and/or group concerning a member, the Board member shall refer the complaint to the Superintendent or designee within ten (10) days of receipt of said complaint.

5.053 When an administrator receives a verbal and/or written complaint, from an individual(s) and/or a group(s) concerning a member, which in his or her opinion must involve the member, the administrator shall adhere to the following procedures:

(a) That administrator shall verbally notify the member about the complaint within ten (10) workdays of receipt of the complaint. During this conversation the administrator shall identify the complainant(s) and the specifics as to the nature of the complaint.

(b) If the complaint is not resolved, a meeting will be held between the member and the investigating administrator. The teacher shall receive at least twenty-four (24) hour advance written notice of the meeting. During this meeting the member may respond to the allegations made and identify any witnesses which the member wishes the administrator to interview about the alleged incident. The administrator and the member will discuss whether or not a meeting with the complainant is in order or if a contact by the member with the complainant will suffice. The member shall be entitled to representation by a bargaining unit member or OEA representative during any meeting or conference with the administrator.

(c) The administrator will discuss the complaint with the complainant after the administrator and member confer. If both parties determine that they wish to meet, the administrator shall attempt to arrange such a meeting at a mutually acceptable time. Where it is reasonable to do so, the member will be given a minimum of one (1) day's advance notice of a conference at which a complainant will be present.

(d) After speaking with both parties and nothing is resolved, the administrator may continue the investigation if necessary to determine whether any further measures should be taken. Once the investigation has been completed and the administrator intends to retain a record of said complaint and/or to impose disciplinary action, the administrator shall meet with the member to discuss the conclusion of his/her investigation.

(e) If, at the conclusion of the investigation, the administrator decides not to issue discipline, then no written record of the complaint or the investigation of the complaint shall be maintained in the member's file. The administrator will verbally notify the member that no record will be made in the member's personnel file. However, the District will maintain a separate file containing all of these records which will be utilized by it solely for the purpose of responding to any claim made against it for failure to properly investigate the complaint.

(f) No action shall be taken by the administration or the Board concerning a complaint until the above procedure has been completed.

5.06 PERSONNEL FILES

5.061 A personnel file of each member of the bargaining unit shall be maintained at the Board office. This file shall be the only file of information pertaining to each member maintained at the Board office. Only that information that is considered a public record shall be released.

5.062 In addition, the principal of each building may maintain a file for each member assigned to his/her building. This file shall be considered confidential and shall be the only other file of information pertaining to each member maintained by the administration and the Board. A traveling teacher's building file shall be kept at the building in which he/she is assigned for the majority of his/her workday.

5.063 Any material which is to be placed in a member's file(s) must be consistent with the requirements of Ohio Revised Code Chapter 1347 in that the material must be relevant, accurate, timely and complete. Items that may be maintained in. the personnel file of each member at the Board office shall include but not be limited to:

(a) Application for employment, including references.
(b) Official transcript(s) of college credits showing the official record(s) of the degree(s) granted.
(c) A copy of each Ohio teaching certificate/license.
(d) Copies of Evaluation Process forms.
(e) Record of years of service in the District.
(f) Copies of contract(s) of District employment.

5.064 Each member shall have access to his/her personnel file(s) upon request at the Board office and/or at his/her school office between 8:00 a.m. and 4:00 p.m., Mondays through Fridays, exclusive of holidays. Other hours may be arranged by mutual agreement. Such inspection will be in the presence of the Superintendent, or Assistant Superintendent; the member at his/her option shall have the right to be accompanied by an Association representative. In the absence of the aforementioned administrative personnel, the member will request access at the earliest time possible upon the return of any of these individuals. The member shall have the right to make copies of any and all document(s) contained in his/her personnel files. Cost of making such copies shall be borne by the member but shall not exceed ten cents ($.10) per page.

5.065 Any material concerning the member's performance or anything which might be considered derogatory about the member shall be shown to the member prior to it being placed in the file. The member shall initial the material and date it indicating that he/she has seen it. If the teacher refuses to initial said material, it shall be so noted and may be placed in the member's file without the teacher's initials. By initialing the material, this shall not indicate agreement with the contents of the material.

The member may at his/her option place a reply in his/her personnel file(s) at the same time that the original material is placed in his/her file(s) or at a later time; said reply shall be attached to the corresponding material.

5.066 Anonymous letters and/or material shall not be placed in a member's file(s) nor shall they be made a matter of record, unless the matter is investigated and disciplinary action is taken in regards to the allegations.

5.067 A member who has material to be removed from his/her personnel file in accordance with Section 7.04 of this Contract shall notify the Assistant Superintendent, in writing, requesting the removal. Upon receiving the request, the items shall be removed from the personnel file and maintained in accordance with the Ohio Public Records law.

5.07 REDUCTION IN FORCE

5.071 If staff reductions within the bargaining unit are necessary, the provisions of the Ohio Revised Code and this negotiated Contract shall be followed. The Board may make a reduction in the total number of members of the bargaining unit only by reason of decreased enrollment of pupils, return to duty of members after leaves of absence, and/or suspension of schools or territorial changes, financial reasons affecting the District and/or the reasons set forth in Ohio Revised Code section 3319.17. However, if there is a decline in enrollment in a one person department for two (2) consecutive years, then that department may be eliminated. The following year after elimination of the department, the Board shall offer courses in that department for student selection. No reduction in force shall occur which causes the District not to meet both state minimum standards and statutory staffing levels required in order for the District to receive full funding through the state foundation program as they relate to classroom teachers and educational service personnel (elementary school art, music, and physical education teachers, counselors, librarians, visiting teachers, and school nurses).

In the event that the projected costs of a state, federal, or grant funded program such as Title I exceed the revenue amount of the program, the administration will have the authority to reduce in force the number of positions necessary to keep the costs of the program equal to or less than the revenue amount of the program.

5.072 The Board first shall proceed to suspend the limited teaching contracts of members in accordance with the recommendation of the Superintendent within each area of certification/licensure affected.. If it becomes necessary to reduce further the total number of members, the Board then shall proceed to suspend the continuing teaching contract(s) of member(s) within each area of certification/licensure affected. Preference shall not be given to seniority except as between teachers with comparable evaluations.

5.073 The Superintendent, along with other administrative staff, will meet with the association president and representatives of his/her choice no later than April 15th of each year, and as needed, to discuss staffing plans and/or problems for the coming school year. Both parties acknowledge that the staffing plans may change. Neither team will exceed four (4) members. At this time the Superintendent will supply the association with a list of positions which may be reduced for the following year. The Superintendent will supply rationale for the reductions.

The Superintendent will give the association president a list of the names of any members who will be laid-off at least ten (10) days prior to any board action. Members on the final lay-off list will be notified in writing at least five (5) days prior to board action on their contracts.

The Association shall be given the opportunity to make a statement to the Board, in executive session, before the Board acts on any and all recommendations(s) as the result of a reduction in force. The Board shall not take action to suspend any teaching contract(s) after August 1 of the school year in which the reduction will take place.

5.074 Each member(s) whose teaching contract(s) the Board has voted to suspend shall be notified in writing by the Board treasurer of that fact on or before August 1 of the school year when the suspension(s) takes effect. His/her/their teaching contract(s) shall be suspended effective the first workday of the school year. That written notice to each member shall include the reason(s) for the reduction in force,. The Superintendent shall notify in writing each member whose teaching contract the Board has voted to suspend and indicate that member's placement on the District seniority list, the area(s) in which he/she has given the District notice that he/she is certificated/licensed, his/her total number of years work experience in the District, and a copy of the Master List of Reinstatement.

5.075 Immediately after each Board action to suspend a teaching contract(s), the four (4) Association members and the administration shall compile a list of those members whose teaching contracts are to be suspended and list their names with all areas of certification/licensure known to the District in the order they were reduced in force. The list shall be titled the "Master List of Reinstatement." Each time a member whose teaching contract is to be/has been suspended becomes certificated/licensed in any additional area(s), when he/she so notifies in writing both the Association and the District office, the Master List shall be amended by the administration within four (4) calendar days. Each time the District office receives such a notice from a member, a copy of each amended Master List shall be sent immediately by the administration to the Association president and to all members with suspended teaching contracts. The Association president or his/her designee shall be sent copies of all District correspondence relating to reduction in force which is sent to any and/or all members with suspended teaching contracts, at the same time and by the same means the correspondence is sent to those member(s).

5.076 Each district vacancy shall be offered to each member whose teaching contract was suspended because of staff reduction if he/she is qualified or has become qualified before any applicant new to the District is considered to fill any vacancy. Seniority shall not be the basis for recall except between teachers with comparable evaluations. Each member who has been notified that his/her teaching contract shall be suspended shall be guaranteed the following rights:

(a) the right to review his/her seniority and certification/licensure records, with an Association representative as a witness;

(b) the right to be informed immediately of all vacancies. The Board shall notify immediately all members with suspended teaching contracts when vacancies occur;

(c) the right to immediate reinstatement to his/her former teaching contract status if a vacancy occurs for which the member is qualified or has become qualified at the time the vacancy occurs;

(d) the right to resign after July 10. The Board shall accept without reservation the written resignation of each member with a suspended teaching contract who requests said resignation after July 10. Furthermore, the Board shall accept without reservation the written resignation of each member without a suspended teaching contract who requests to resign after July 10 if there is a member with a suspended teaching contract who is certificated/licensed to replace the member wishing to resign; unless a currently-employed member with certification/licensure in the necessary area(s) wishes to transfer to that vacancy, in which case the Board also shall accept that member's resignation without reservation;

(e) the right to recall for a period of two (2) years from the date of a reduction in force. The date of the reduction in force shall be the date the Board of Education voted to suspend the contract of the member. After two years, the members' names shall be removed from the Master List of Reinstatement;

(f) the right to insurance coverage through COBRA. This shall be at the member's(s') expense and for as long as the member's name is on the Master List of Reinstatement;

(g) each member with a suspended teaching contract shall maintain the seniority he/she had at the time of the RIF if he/she is recalled.

5.077 Notice of recall by the Board to each member shall be given by telephone to the most recent telephone number and by certified mail to the most recent address which that member has supplied the Board. It shall be the responsibility of each member whose teaching contract has been suspended to provide the Board office with any and all permanent or temporary change(s) in address and/or telephone number. If any member is going to be unavailable for a period of time, it is the responsibility of that member to designate an individual for that

period of time who has the authority to act for that member to accept or reject an offer of a District vacancy. If after ten (10) calendar days a member has failed to respond to the notice of recall by telephone and certified mail that member forfeits his/her right to recall and his/her name shall be removed from the Master List of Reinstatement. If a member refuses a District vacancy for a full-time position for which he/she is certificated/licensed, he/she forfeits his/her right to recall and his/her name shall be removed from the Master List of Reinstatement.

5.078 If a member is displaced due to a reduction in force, elimination of a position or elimination of a program/department, and following such action will be teaching in an area of licensure or certification in which he or she has never taught, the member shall be entitled to displace another member only if the displacing member has taken coursework in the alternate area of licensure within the past two years, or agrees to take six (6) semester hours of coursework in the alternate area of licensure within the next twelve (12) months. All coursework is to be at the member's expense.

5.08 ASSIGNMENT CHANGES AND TRANSFERS

5.081 General Provisions

These general provisions shall apply to all sections of assignment changes and transfers. Teacher Assignment Change.

a) Voluntary assignment - a change in a member's grade level and/or subject area within a building.

b) Involuntary assignment - an administration initiated change in a member's grade level and/or subject area within the building which has not been requested by that member.

Transfer.

a) Member-initiated transfer - the changing of a member's assignment from one building to another building when such change has been by the request, of that member.

b) Administrative transfer - the changing of a member's assignment from one building to another building when such change has not been requested by that member.

All assignment changes and transfers shall be based on certification/licensure, district seniority and other legitimate educational reasons. If one or more members request a transfer to a vacancy and the most senior applicant does not receive the requested assignment, he/she shall be given written reasons for the denial. Members wishing to make any type of assignment change for the next school year shall submit such request in writing by March 1 of the preceding school year. Requests received by this date will be processed and considered in accordance with 5.103 of the contract.

5.082 Building Assignments

All members shall be notified no later than the last day of school by their building principal of his/her tentative teaching assignment shall be for the following school year. Members who have a contract but no assignment for the following school year shall be assigned using District seniority as specified in 5.081. The Board of Education may make changes to that assignment if the educational needs of the District are served through that change. Members will be notified, in writing, of any assignment change.

5.083 Administrative (Involuntary) Transfers

Each member receiving an administrative transfer shall be informed in writing no fewer than four (4) calendar days prior to the effective date of the transfer with a specific reason(s)

stated in writing by the Superintendent or his designee. During the school year, the notification shall be through district email. During the summer, the notification shall be through district email and certified mail. Involuntary transfers may be made based upon, or not limited to, one or more of the following: certification/licensure, changes in pupil enrollment or other staff demographics, reduction in force and other good and just causes.

In all just cause cases, the Superintendent shall hold a conference, which may include the principal, with the member, at which time the Superintendent will identify the problems(s) and discuss said problem(s) with the member. Where applicable, at said conference, suggestions and recommendations for constructive steps to resolve the problem(s) shall be put in writing by the principal and/or the Superintendent. This conference shall take place within five (5) days of the member's receipt of notification of transfer. The member concerned shall have the right to Association representation at all conferences regarding said transfer.

Timelines stated in 5.103 will be suspended only when a staff change occurs between last day of school and fifteen (15) calendar days before the assignment is to be effective (generally first working day of school) and a change of assignment becomes necessary due to the certification/licensure of the staff member involved.

5.084 Building Closings or District Restructuring

Each year a building closing(s) or district restructuring is anticipated, the president of the Association or designee shall be so notified by the Superintendent or designee no later than May 1 of that year. A comprehensive list of all district vacancies compiled by the Superintendent or designee will be sent to the Association president and to each member with a contract but no position for the following school year by May 15. No later than May 25 of each year, all vacancies on the comprehensive list shall be filled in accordance with the provisions of Article 5.103 using district seniority as specified in 5.081.

5.09 TEACHER CONTRACTS

5.091 A. Members will be issued either a limited contract or a continuing contract. If a member believes he or she has met the qualifications and wishes to be considered for a continuing contract, the member must notify the Superintendent or designee in writing by September 10 that the member has met the requirements for a continuing contract, or will have met them by April 30 of that school year. Upon receiving this notification, the Board will arrange for the member to be evaluated for continuing contract during that school year.

B. A teacher who has completed three (3) complete and consecutive years of teaching and is re-employed by the Board, shall receive upon request, a two (2) year limited contract if his or her last evaluation contains at least two (2) Accomplished ratings and no rating in any component of " ineffective" or "developing." The request for a two year contract must be made by May 1.

5.092 In order to qualify for a continuing contract and request consideration, the member must meet the requirements of Ohio Revised Code sections 3319.08 and 3319.11.

5.093 All one (l) year, and all newly-issued multi-year and continuing teacher contracts shall contain the following:

(a) Names of the parties.
(b) Term (length) of the contract.
(c) Amount of salary to be paid.
(d) Statement: "This contract is subject to terms, conditions, and amendments of the Contract between the Mt. Healthy Teachers Association and the Mt. Healthy Board of Education."

5.094 All supplemental contracts shall be issued prior to the beginning of the supplemental services unless any member(s) agrees to perform a supplemental duty fewer than three (3) workdays prior to his/her first day of that duty, in which case he/she shall receive his/her supplemental contract no less than ten (10) workdays after the first day of that duty. Each supplemental contract shall contain the following:

(a) Name of the parties.
(b) Assignment to be performed with reasonable specificity.
(c) Beginning dates for supplemental services to be rendered.
(d) Amount of salary to be paid.
(e) Manner of payment of salary.
(f) Statement: "This contract is subject to the supplemental salary schedule, posting of vacancies, member protection, complaints about members, and grievance member provisions contained in the contract between the Mt. Healthy Teachers Association and the Mt. Healthy Board of Education."

5.095 Supplemental contracts during their term shall be terminated pursuant to 3319.16 and 3319.101 of the Ohio Revised Code.

5.096 Sections 5.091 and 5.092 are intended to and shall supersede any conflicting provisions of Ohio Revised Code sections 3319.08, 3319.11, and 3319.111.

5.10 POSTING OF VACANCIES

5.101 The term "vacancies" shall include but not be limited to all newly-created bargaining unit positions and those bargaining unit vacancies created as a result of contract suspensions, non-renewals, terminations, resignations, leaves, transfers, assignment changes and/or deaths, except when the Board and/or administration deems that those positions are not to be filled. Further, it is agreed that vacancies which occur as a result of any of the above may be filled by the administration from transfer requests then on file without posting and after those transfer requests have been processed, any resulting vacancies will be posted as required herein. Any vacancy occurring after the first contracted work day of the school year may be filled temporarily and posted for the following school year in accordance with this section. The posting notice of each vacancy shall include:

(a) the duties of and all of the qualifications for the position;
(b) the building(s) in which the vacancy exists;
(c) the salary;
(d) the deadline for receiving applications;
(e) information on how to apply.

5.102 The Superintendent or designee shall email written notice of all bargaining unit vacancies and supplemental duty vacancies to each bargaining unit members at his/her district email address. Bargaining unit members must notify the Board of his/her interest in the vacancy(ies) within five (5) calendar days of the send date of the email notice. The Board shall post administrative vacancies. With the exception of Article 6.04, administrative vacancy postings are not subject to the remaining provisions of the Contract. Such a request shall expire at the beginning day of school for the following school year.

5.103 Priority for Considering Assignment Changes and Transfers

The following prioritized order will be followed when processing transfers:

	Action	Deadline
a.	First, all assignment changes within a building shall be processed in accordance with Section 5.082 of this contract.	Last day of the work year
b.	Upon the completion of the process pursuant to 5.082, involuntary administrative transfers shall be processed in accordance with 5.083 of this contract.	last day of the work year
c.	After the completion of A and B above, members who have a contract for the following school year but no teaching assignment either through restructuring, or closing of buildings and programs shall select existing vacancies by seniority with the most senior teacher making the first selection and so forth.	Last day of the work year
d.	Upon completion of A, B and C above, staff requesting a member initiated transfer, pursuant to 5.10 will be considered	Last day of the work year
e.	After utilizing this process, anyone on the recall list who is qualified for the vacant position shall be recalled in accordance with Article 5.07. If no one on the recall list is qualified for the position, the position may be filled with an outside applicant.	

5.11 ALTERNATIVE SCHEDULING SYSTEM

5.111 At the option of the Board, during the life of this contract, the Board may implement a block scheduled teaching and student day at the high school or, at the option of the Board and administration, may continue the same teacher and student day as utilized during the 2000-01 school year.

5.112 Any additional non-scheduled time during the student day created as the result of going to an alternative scheduling system (i.e., block schedule), will be used for activities specifically designed to improve student achievement.* Teachers will retain the equivalent amount of "unassigned time" (as referenced 9.031) as existed prior to going to an alternative schedule.

* Examples of activities specifically designed to improve student achievement would include, but not be limited to collaborative planning, the implementation of High Schools That Work key practices, and other duties deemed necessary by the building principal. Since the "additional time" is not considered "unassigned time" the teacher would be expected to be in their respective building.

5.12 YEAR ROUND OR EXTENDED SCHOOL YEAR

5.121 At the request of the Board the parties will bargain over the effects of a year-round or extended year school program if a school decides to implement such a program.

ARTICLE VI: ASSOCIATION AND BOARD-APPROVED COMMITTEES

6.01 DISTRICT ADVISORY COUNCIL

The Superintendent or designee and the representative of each building advisory committee and the Association President or designee shall meet four times during the work year at a time convenient to all parties to discuss matters of concern in order to communicate with regard to problems which have arisen. In the event of an emergency, at the request of either the Superintendent or the Association President, the district advisory council shall meet to

discuss matters which cannot wait until the regular quarterly meetings. These meetings are not intended to bypass the negotiations process or the grievance procedure. Each party will submit to the other, at least twenty-four (24) hours prior to such meeting, an agenda covering what it wishes to discuss. Copies of all proposed new and/or substantially revised district policies shall be sent to the Association President.

6.02 BUILDING ADVISORY COMMITTEE

6.021 The members of the bargaining unit in each building shall form a building advisory committee in order to create a cooperative environment in which they are free to discuss and affect change in areas of their interest and concern.

6.022 The primary functions of the building advisory committees are to discuss building operations and any item(s) of interest and/or concern and to seek to provide appropriate solutions. Some other areas of interest and/or concern for the building advisory committees are: internal school discipline, building security problems, building activities, procedures for more effective communications, scheduling, staff development programs, and staff morale. These examples shall in no way limit or restrict the areas of interest and/or concern of the building advisory committees.

In addition to the above concerns, if a building has applied for Site Based Decision Making, the BAC shall also be the steering committee for the SBDM in the building

In order to facilitate Site Based Decision Making and school restructuring, a building may apply for contract waivers. The request for a waiver shall be presented to the Association and the Superintendent for approval. Action shall be taken on the waiver within seven working days. Waivers shall be for one year but may be renewed if the building so desires. Should either the Superintendent or the Association not approve the waiver, the parties will meet with the staff requesting the waiver to discuss and review the issue.

6.023 The establishment of each building advisory committee shall be initiated by each senior building representative of the Association. Each senior building representative shall be responsible for an annual election of the building advisory committee members to be held at the beginning of each school year. The current building advisory committee shall function until the election of a new committee. Each subject area and/or grade level shall be represented on each committee. Appointments to vacancies occurring during the year shall be made by the senior building representative. Each building advisory committee has the right to meet with only its members present.

6.024 Each committee shall select its own chairperson and all other officers it deems necessary and shall be responsible for establishing its rule of operation. Each committee shall meet with the building principal at least once a month during the member work year. Each such meeting shall occur at a mutually agreeable time at the call of the committee chairperson. At each such meeting the principal shall have the right to submit items for the agenda. If an area(s) of concern arises which has(have) not been resolved after reasonable efforts have been made to do so at meetings of the building advisory committee with the building principal, the Superintendent or his/her designee (other than a building administrator) shall meet with both parties if the building advisory committee or the principal so request to attempt to resolve that area(s) of concern.

6.03 SCREENING COMMITTEE FOR BUILDING ADMINISTRATORS

6.031 Each time a vacancy occurs for a building level administrator, a committee shall be formed by the Superintendent unless that vacancy is not going to be filled. The Superintendent shall appoint a screening committee determining the size and composition. There shall be Association representation on this committee. All members of the bargaining unit who are

to be members of the committee shall be chosen by the building advisory committee of the building where the vacancy exists. There shall be no fewer than three (3) members of the bargaining unit on each such committee.

6.032 The committee's function shall be to screen all applicant(s) referred to it by the Superintendent. The committee shall be given a copy of the posting notice, if any. The committee members shall be given the job description, the qualifications and duties required, and the salary for the vacancy.

6.033 The chronological history of training and experience, including the address of all prior employers, of each applicant to be screened shall be given to the committee by the Superintendent at least three (3) calendar days prior to that screening. The committee shall interview each applicant. The committee shall make a written recommendation(s) to the Superintendent who then will make the final recommendation(s) to the Board. The Superintendent shall meet with the committee to notify it of his/her final recommendation(s) prior to that final recommendation(s) being transmitted to the Board, and also shall inform the committee of the date and time of the Board meeting at which said final recommendation(s) shall be considered by the Board.

6.034 This provision does not apply to the transfer of an administrator in the District from one building assignment to another. This provision does not apply to emergency situations occurring during the student school year.

6.04 SERVICE ON BOARD-APPROVED COMMITTEES

6.041 The term "Board-approved committee" when used in this negotiated Contract shall refer to each committee approved by official Board action which is assigned by the Board to review, advise, recommend and/or research any matter(s). If a committee which is to include members of the bargaining unit is approved by the Board, those members will represent the appropriate school(s), grade level(s), and/or subject area(s). The Association president or his/her designee shall be made a member of all Board-approved committees which include members of the bargaining unit; in the event said Association representative is unable to attend any meeting(s) of any committee(s), the president shall have the right to appoint a substitute for that meeting(s).

6.042 Members of the bargaining unit agreeing to serve on any Board-approved committee shall serve only on a released-time basis or on a basis of financial compensation for time worked in addition to the member workday. The approval of a member to such a committee shall not be considered a part of the regular duties and/or assignments of that member. When services are performed on a Board-approved committee during any part of a member workday by a member, that member shall be free from his/her regular duties to perform committee service. In addition, during the member workday, each committee member who is a member of the bargaining unit shall be provided with a substitute to cover his/her regular and/or supplementary duties and/or assignments when committee service requires absence from assigned duties and/or assignments.

6.043 For service on Board-approved system-wide committees, members of the bargaining unit shall be paid at an hourly rate determined by the following formula: the base salary divided by 185 days divided by 7 hours. This rate will be paid for committee meetings scheduled and meeting beyond the member workday and/or on days which are not a part of the teachers' work year. This provision shall apply only to those committees which meet in excess of two (2) hours in any meeting and/or for two (2) or more meetings.

ARTICLE VII: TERMINATION AND OTHER DISCIPLINARY PROCEDURES

7.01 The Board of Education will utilize Ohio Revised Code sections 3319.16 and 3319.161 for the termination of a member's contract.

7.02 No member of the bargaining unit shall be disciplined and/or reduced in rank and/or compensation or have his/her limited contract suspended and/or terminated without documented just cause.

7.03 When a problem exists concerning the job performance of any member, a conference between the administrator documenting the problem and that member shall be held within ten (10) workdays of the observation of the problem. If this conference includes more than one administrator or may lead to disciplinary action, that member shall be so notified in writing one workday in advance of the conference. The member may waive the notice requirement.. The notice shall indicate the general nature of the allegations, that the meeting may result in discipline and that the member shall be entitled to representation at the conference.

At this conference the administrator shall identify the problem, citing specific dates and times, and offer suggestions to that member for correction of the problem. The employee will be given the opportunity to respond to the allegations at the meeting.

If a member is placed on administrative leave, the member shall be verbally advised of the nature of the allegations when placed on administrative leave.

7.04 Except in serious situations where progressive discipline is not appropriate, the following discipline procedure will be followed:

a. First Violation- A verbal reprimand will be issued. Written documentation of the verbal reprimand will be placed in the personnel file of the employee.

b. Second Violation- A written reprimand will be issued.

c. Third Violation- A suspension from duties without pay by the Superintendent or Superintendent's designee for up to a maximum of ten (10) workdays.

Serious situations or repeat violations may result in termination pursuant to the procedures of Section 3319.16 of the Ohio Revised Code. Terminations are not subject to the grievance procedure.

The employee's signature on disciplinary documentation only indicates receipt of the document and not agreement with the disciplinary action. The employee will receive a copy of any disciplinary documentation. The employee is entitled to add a written rebuttal to the disciplinary document which shall be attached and maintained with the disciplinary document in the employee's personnel file.

Nothing herein shall be construed to prevent a building administrator from having an informal conversation or meeting with a teacher about an area of concern if the building administrator does not intend for discipline to result from that conversation or meeting. Should such an informal conversation or meeting occur, no written record of the meeting will be placed in the teacher's personnel file. However, the building administrator may make written notation of the meeting and the discussion that took place in the meeting, and maintain this written record in an anecdotal file. This anecdotal record may be referenced in any future disciplinary proceedings but only for a period of 18 months from the issuance of the written notation. The member will be provided a copy of the notation and/or document placed in the anecdotal file.

This provision shall not prevent a Board from exercising its right to non-renew a limited contract of a teacher.

7.05 Non-renewal of limited, extended limited, and supplemental contracts and ratings on an evaluation are not disciplinary actions under this contract.

ARTICLE VIII: INSTRUCTIONAL EVALUATION/PROFESSIONAL DEVELOPMENT

8.01 PHILOSOPHY

8.011 Evaluation shall be a continuous, constructive and cooperative experience between each member of the bargaining unit and his/her evaluator(s). The goals of every evaluator shall be to assist each member with his/her professional growth and development in the area(s) for which he/she has been assigned teaching duties, and to provide each member the opportunity to develop and implement any and all needed improvements. Evaluation shall not attempt to fit all members into a specific model, as that causes rigid standards and conformity as opposed to creativity and innovation, the latter two of which shall be encouraged by the evaluator. The evaluation process shall be based only on the job performance of each member not on his/her personality traits and physical appearance. Use of sick leave may be addressed in the evaluation if the member has been placed on an attendance improvement plan pursuant to Article 10.099.

8.02 EVALUATIONS GENERALLY

8.021 All teachers, as defined by ORC 3319.111,and all school counselors as defined by Ohio Revised Code section 3319.113 shall be evaluated in accordance with the Board adopted evaluation policy, the terms of Article 8 and any Memoranda of Understanding executed by the parties.

8.022 All members not defined as teachers or school counselors by the Ohio Revised Code shall be evaluated in accordance with Article 8. All timelines, frequency, length, and number of observations for non-statutory teachers shall be the same as statutory teachers.

8.023 Regardless of whether the evaluation is completed pursuant to Board Policy, a memorandum of understanding or Article 8, the evaluation schedule shall be applicable provided the teacher or school counselor is present and working and available to be evaluated and observed. If the teacher or school counselor is on leave and unavailable to be observed or evaluated, then the time lines do not have to be followed and the Board is excused from its obligations hereunder. Failure to complete the evaluations and/or observations due to the absence of the teacher or school counselor shall not prohibit the Board from non-renewing the member's employment contract, and the failure to evaluate and/or observe the member shall not be grounds for setting aside the non-renewal.

8.024 Regardless of the member's designation, there shall be fourteen (14) calendar days between observation cycles.

8.025 Any complaints regarding an alleged violation of the evaluation process set forth in Article 8, in Board Policy or any memorandum of understanding executed by the parties shall be subject solely to the grievance procedure and it is intended that this provision supersedes any evaluation requirements set forth in Ohio Revised Code section 3319.11.

8.03 PROCESS POLICY

8.031 Evaluation is continuous and, shall be based solely on the processes, forms and documents defined in this contract or in any memoranda of understanding executed by the parties.

8.032 Each member who has had one or more ineffective ratings noted on at least one observation shall have the right to have an Association representative present at all subsequent discussions, meetings and conferences at which he/she is present, concerning the observation of him/her for the remainder of the work year if the reoccurrence of the event(s) which caused an area(s) of that member's job performance to be judged ineffective may lead

to the possible discipline reduction in rank and/or compensation, possible contract non-renewal, termination, and/or suspension of that member. Each such member shall be given written notification of at least one (1) workday by the administrator conducting the discussion, conference, or meeting. Each time a member has an Association representative present, the administrator also may have a representative present.

8.04 OBSERVATIONS

8.041 All observations of each member shall be conducted openly and with the full knowledge of that member. The use of eavesdropping and/or public address and/or audio systems with similar surveillance devices for monitoring or observing the performance of member's shall be strictly prohibited. As a part of the evaluation process, video and audio recording may be used but only with written permission of the member. (See Appendix L)

8.042 Each member shall be observed only by his/her building principal, assistant/associate principal(s), immediate supervisor or department head, the Superintendent, and other persons who hold proper certification/licensure and whose areas of expertise is in that member's field.

8.043 For each announced formal observation, each observer shall notify in writing each member he/she observes no less than two (2) workdays in advance of at least one-half of all observations of that member. Each notice shall include the name of the observer and the date of the observation. The announced observation shall be scheduled at a mutually agreeable time no later than the date of the Professional Growth Plan meeting. For announced observations, a pre-conference shall be held, unless the absence of the administrator or teacher from work, or a calamity day, prevents the conference from occurring. At the conference, the member shall provide to the observer a completed pre-observation planning and lesson reflection form. The member's failure to provide the completed form shall not be grounds for challenging the validity of the evaluation.

8.045 All announced and unannounced observations shall be followed by a post observation conference within five (5) workdays of the formal observation. Members shall provide a completed post observation section of the observation and lesson reflection form. Members shall receive a copy of the completed observation rating form within five (5) workdays of the post observation conference.

8.046 A copy of the final summative evaluation form shall be maintained in the member's personnel file.

8.05 EVALUATION NOTICES

8.051 In addition to those individuals previously identified in section 8.042, only one (1) from the above list or an administrative intern or the administrator designated by the Superintendent as contract administrator may be present at and/or participate in the evaluation conference. His/her presence at the evaluation conference shall occur only under one or more of the following conditions:

(a) upon written notice to the evaluator stating the reason(s) for the request by the member;
(b) upon written notice to the member stating the reasons(s) for the request, or
(c) when a member has received ineffective ratings in four (4) or more components on a single evaluation.

The member has a right to an Association representative at the conference.

8.052 Each year during the New Teacher Orientation days, or the September mentor/mentee meeting, the Superintendent's designee shall acquaint each new member in the district with the complete instructional evaluation process including but not limited to the forms and

documents. All members may attend the meeting. All members will be notified by October 1 as to which evaluators are eligible to observe and/or appraise his/her performance. No observation or evaluation of any member shall take place until his/her orientation has been completed.

8.053 Each member must have his/her final post observation conference with his/her evaluator by May 1. The written recommendation(s) of his/her building principal shall be given to the member Evaluation on the Final Summative Evaluation Form on or before May 10th of each school year.

8.054 All evaluations shall be based only on evidence and artifacts submitted, and/or observations and/or events occurring during the same school year. All ratings on the observation form shall be substantiated through the informal, formal, and/or evaluation forms, as well as any other anecdotal or disciplinary documentation.

If a member requests an additional observation(s), his/her building principal, assistant/associate principal(s), or immediate supervisor, as requested, and the administrator shall make every effort to comply with that member's request.

8.055 All observations, evaluations, conferences and discussions conducted in violation of this negotiated Contract is (are) null and void, and shall be removed from all files of the member involved, and shall not be admissible as documentation in any proceeding relating to the disciplining, reduction in rank and/or compensation, and/or the non-renewal, and/or suspension of the contract, of that member.

8.056 It is agreed that the sole avenue to challenge alleged violations of the evaluation procedure set forth in this section, Board policy, and in the Memorandum of Understanding shall be through the grievance procedure contained in this Agreement, and that provision is intended to supersede and replace the requirements of Ohio Revised Code section 3319.11 as it relates to the evaluation requirements for non-renewal.

8.06 PROFESSIONAL DEVELOPMENT PLAN

Members not on an improvement plan shall be required to engage in a professional growth plan annually. Record of these plans will be maintained in the designated electronic repository.

8.07 CONTRACT RENEWAL

All of the Board's contract decisions shall be based only upon the job performance of the member except in cases of gross immorality, willful and persistent violations of reasonable regulations of the Board, and/or other good and just cause, and shall adhere to the procedures of due process and just cause.

Members shall be non-renewed solely in accordance with Ohio Revised Code section 3319.11, and shall be evaluated in accordance with Article 8 of this contract and any memorandum of understanding agreed to by the parties. However, in the case of an individual employed on a regular limited contract after October 1, the limited teaching contract of that person can be non-renewed without evaluating the member as required by Article 8 of the contract and Ohio Revised Code section 3319.111, except that written notice of non-renewal shall be given to the member on or before June 1, as required by Ohio Revised Code section 3319.11. This provision shall supersede and replace Ohio Revised Code section 3319.111.

If the Superintendent is to recommend to the Board that it non-renew a limited contract, suspend and/or terminate a contract except in cases of gross immorality, willful and persistent violations of reasonable regulations of the Board, and/or other good and just cause and/or award the alternative of a limited contract to a member eligible for a continuing contract, written notice of his/her recommendation shall

be received by that member no later than five (5) days prior to action by the Board of Education. The issuance by the Board of a limited contract to a member eligible for a continuing contract shall be based on the member's job performance as reflected in his/her evaluations or disciplinary documentation.

If the contract of any member(s) is non-renewed in violation of this negotiated Contract, he/she shall be reinstated to his/her former contract status.

ARTICLE IX: WORKING CONDITIONS

9.01 LENGTH OF WORKDAY

9.011 Within the member workday, the assignment of non-academic duties, conferences and after-school meetings by the Board and/or administration shall be reasonable and consistent with the philosophy, goals and objectives of the curricular and educational program of the District.

9.012 The length of the workday for all members shall be seven and one-half (7-1/2) consecutive hours; the length of the workday may be less than seven and one-half (7-1/2) consecutive hours if mutually agreed by the member(s) and principal affected;

(a) The District may schedule meetings outside of the regular school day. Any meetings arranged under this section shall not exceed two (2) hours, nor shall the number of such meetings exceed six (6) per year. When any such arrangements are being proposed by the administration, teachers shall be given a two week notice.

(b) When alternate scheduling of a conference is not possible, a member's workday occasionally may exceed seven and one-half (7-1/2) hours; this shall not occur on a regular basis, and shall occur only when the principal has made every effort to schedule the meeting during the official workday. The teacher must be given at least a forty-eight (48) hour notice for any conference held outside the work day unless mutually agreed upon between the individual teacher and the administrator.

(c) The occurrence of faculty meetings scheduled by the principal which cause a member's workday to exceed seven and one-half (7-1/2) hours shall not exceed two (2) per month per building. When that workday exceeds seven and one-half (7-1/2) hours because of a faculty meeting, the workday shall not be extended by more than one (l) hour.

9.013 There shall be no assignments of duties, including but not limited to, conferences and meetings on Saturdays, Sundays, holidays and/or vacation days, except for Open House, one (1) Building or District Wide academic or curriculum related event, supplemental duties which are agreed to by the members of the bargaining unit for which a supplemental contract is issued, and/or other mutually agreed to situations. Members may request from the building administration to exchange the one (1) Building or District Wide academic or curriculum related event for participation in graduation.

9.014 The administration reserves the right to schedule voluntary meetings which may be necessary from time to time. However, imperative meetings will not be held outside the contracted hours.

Voluntary meetings will carry a clear and precise written disclaimer that failure to attend will bear no negative consequences, nor will require any recorded attendance.

9.02 NUMBER OF PREPARATIONS PER DAY

9.021 The Board and the Association recognize that a large number of academic preparations for members of the bargaining unit who work in the secondary buildings may detract seriously from their teaching effectiveness. Therefore, each principal of a secondary building shall be responsible for maintaining a schedule each semester in which, when possible, the total number of academic class preparations for each member in his/her school with the exception

of counselors, librarians, media specialists, and special education teachers does not exceed three (3) preparations per day.

9.022 After student preferences for courses have been surveyed by the secondary building principal and/or his/her designee(s), that principal shall submit a tentative list of department sections to each department. The enrollment guidelines (minimum and maximum) of each section which could delete a section if not met, or add an additional section if surpassed, shall be submitted to each department by that principal at the same time. All members of each department shall meet to choose the sections that each member prefers to teach. The list of sections and the member who prefers to teach each section shall be returned to that principal by the department head/chairperson and considered by that principal before he/she finalizes that department schedule.

9.023 If at any time after the schedule has been established a change(s), including a change in enrollment guidelines, is(are) deemed necessary by that building principal, the written reason(s) for the change(s) shall be submitted to the members of the department(s) affected. The members of that department shall meet to attempt to choose sections that each member prefers to teach. The list of sections and the member who prefers to teach each section shall be returned to that principal by the department head/chairperson and considered by that principal before he/she finalizes that department schedule.

9.024 If a conflict in section preferences occurs within any department(s), the members of that department should complete the section preferences where they deem possible, and the department head/chairperson shall return the incomplete list along with a written explanation of the problem(s) to that building principal who shall then make selections and finalize the schedule. If the completed schedule does not reflect equity in the number of preparations assigned to those department members and/or in the number of college preparatory, advanced placement and/or honors classes, then that principal shall submit within three (3) workdays the written reasons(s) why the schedule was completed as it was and why preparations were assigned as they were to each department member who so requests.

9.025 The normal configuration of teacher's work day would include no more than three preparations per day unless the staff member volunteers for more. Duties such as intervention, study hall, and cafeteria assignments must be equitably assigned among the staff.

9.03 PLAN PERIODS

9.031 The term "plan period" shall mean unassigned time during the student day, exclusive of the member's (s') daily duty-free lunch period.

9.032 All members who teach at a secondary school(s) (grades 7-12) shall be scheduled for a daily plan period, which shall be the same length as regular class periods (except as noted in 5.112).

9.033 All members who teach at an elementary school(s) shall be granted plan periods, which shall total no less than two hundred (200) minutes per week in blocks no smaller than forty (40) minutes each work day. There will be no less than two (2) thirty minute protected periods scheduled before the student day for planning purposes, except for TBT leaders who shall have three (3) protected periods. However, up to fifty (50) minutes per week of the two hundred (200) minutes may be scheduled for school related meetings by the building principal.

(a) The schedules of these teachers shall be constructed so that the plan time within each building is as equitable as possible.

(b) Members who teach at an elementary school(s) who are not special area teachers and teach art, music, and/or physical education in order that their classes meet the weekly

state minimum standards in said areas shall not have their job performance appraised while teaching art, music, and/or physical education.

9.034 Members may be asked to give up a plan period during school wide activities to either supervise the activity or to internally substitute for a teacher involved in the activity. Each time this occurs, the affected member(s) shall be paid the rate of pay established for internal substitution.

9.035 All members who work at an elementary and/or secondary school(s) and who do not teach shall have at least two hundred (200) minutes per week for plan periods, with no fewer than forty (40) minutes daily. However, up to fifty (50) minutes per week of the two hundred (200) minutes may be scheduled for school related meetings by the building principal.

9.04 DEPARTMENT CHAIRS

9.041 No later than May 25, the department chairs of each department shall present a ballot to each member of their respective departments.

9.042 The ballot shall contain the names of all members of the department. Members who do not wish to assume the role of department chair shall have their names struck from the list.

9.043 Voting will be by secret ballot and the ballots shall be tallied in the presence of all department members who wish to attend. Should a tie vote occur, a second vote shall be taken between those who were tied for the election. Should a tie vote occur on the second vote, the Superintendent will designate the member to serve as Chair.

9.044 A copy of the ballot and the results shall be submitted to the building principal immediately following the tallying of the results.

9.045 Members who teach in more than one department will vote in each of the departments of which they are members.

9.046 In the event a new department chair is elected, he/she shall assume the position on July 1 following the election.

9.047 If no member within a given department runs for Department Chair, the Superintendent may select the Department Chair for that year.

9.048 The Board may consolidate one person departments with another department or may consolidate two or more departments to achieve a department with at least six (6) members.

9.05 DEPARTMENT COORDINATOR

9.051 The Superintendent may elect to choose a Department Coordinator in lieu of a Department Chair for any or all departments, using the qualifications of the Board approved job description.

9.052 The function of the Department Coordinator shall be to coordinate the work of the department for both the Junior and Senior high schools.

9.053 In the event a Department Coordinator is chosen, there will not be a separate Department Chair elected under 9.04 above.

9.054 During the month of May, teachers may submit their written views of their department coordinator's job performance to the building principal. The building principal will consider the information provided it is signed by the individual submitting it, when evaluating the job performance of the department coordinator. Unsigned evaluative comments will not be considered by the principal.

9.06 TEACHER SUBSTITUTION

9.061 Substitute teachers shall be employed, when available, for all classroom members of the bargaining unit who are absent from class. After reasonable effort has been made to secure a substitute teacher, it shall be necessary to secure another member during his/her preparation period to cover the assigned class of the absent member.

9.062 The principal shall fill the vacancy in the following prioritized manner:

(a) First, an attempt shall be made to fill the vacancy voluntarily from among those members with a preparation period. The principal shall equalize the opportunities to volunteer.

(b) If no member voluntarily accepts said opportunity and it becomes necessary to assign a member to the vacancy, such assignment shall be made on a rotating basis from those members with a preparation period.

9.063 No later than the fifth (5th) school day each school year, the principal of each school shall post in the office of his/her building a schedule master list stating the time and days of the week each member in that building is free to be assigned to internally substitute. Said list shall be maintained and updated by that principal or his/her designee with the dates each member has been assigned, voluntarily or involuntarily.

9.064 When internal substitutes are obtained for special areas such as physical education, art and music, said substitutes each shall determine if lesson plans are to be followed by him/her or if he/she is to follow an alternative lesson plan.

9.065 When a member serves during his/her preparation period or is required to accept additional students from another class, either voluntarily at the request of his/her principal or his/her designee or upon involuntary assignment by his/her principal or his/her designee to substitute for another member, the member so substituting shall be paid at the rate determined by the following formula: the base salary divided by one hundred eight five (185) days divided by seven (7) hours equals the hourly rate and shall be paid for each period (or fraction of no less than one-half period). This section does not apply if a teacher is asked to accept less than five (5) students, as long as the students are in the same grade level as the students being taught by the receiving teacher.

Beginning with the execution of this Contract, internal substitution pay shall increase the same percentage amount as the B.A. base increases each school year.

9.066 No administrator(s) shall manipulate the preparation period(s) of any member(s) and/or the class period(s) of any member(s) not teaching his/her class(es) so as to deny any member(s) the opportunity to earn compensation through internal substitution. In addition, no administrator(s) shall divide the voluntary and/or assigned substitution time needed to cover the class(es) of any member(s) not teaching his/her class(es) so as to avoid compensation through internal substitution.

9.067 Nothing in this provision shall prohibit two (2) or more members of a school from voluntarily agreeing to substitute for each other without internal substitution pay.

9.068 This provision does not apply to co-teachers when his/her co-teacher is absent.

9.07 MEMBERS AUTHORIZED TO TRAVEL

9.071 The term "traveling teacher" shall be defined as a member of the bargaining unit who has assigned duties in more than one school building in the District in any workday or work week.

9.072 The traveling time required of any traveling teacher shall not cause his/her workday to

exceed that of the workday as defined in this negotiated Contract, and it shall not cause his/her duty-free lunch to be fewer than thirty (30) consecutive minutes in length. A planning period shall be included in each traveling teacher's workday, in accordance with the Preparation Period provision of this negotiated contract. Each member who travels will be entitled to thirty (30) minutes of travel time to get to his/her next assignment.

9.073 Compensation for Mileage

Each member who is required by the Board and/or the administration to use his/her personal automobile for District business, either as a traveling teacher or otherwise at the direction of the Superintendent or his/her designee, shall be reimbursed at the rate equal to the applicable IRS rate per mile.

(a) All traveling teachers shall be eligible for reimbursement for the mileage driven by them between assigned schools.
(b) Mileage reimbursement for members for attendance at meetings shall be restricted to those for which approved professional leave is granted. Such approved professional leave shall include approval of expense reimbursement.
(c) Members shall not be reimbursed for their routine commuting between home and school.

9.08 INTRA-DISTRICT TRAVEL

A member of the bargaining unit shall be permitted, with the consent of his/her building principal, to use his/her preparation period to go to the Board office and/or other buildings in the District. It shall be the responsibility of that member to provide advance notice of at least one (1) member workday to his/her principal when he/she has a confirmed appointment at the Board office or has other work-related business at another building. If the member has a confirmed appointment with any District administrative and/or supervisory employee, time beyond normal office hours shall be provided to complete the meeting or another meeting shall be scheduled at a time mutually agreeable to both parties.

9.09 SCHOOL CALENDAR

9.091 Each school year there shall be an ad hoc, six (6) member calendar committee comprised of the Superintendent or his/her designee, two (2) committee members chosen by the Superintendent, and three (3) members of the bargaining unit. The three (3) committee members who are members of the bargaining unit shall be chosen by the Association. The function of each committee shall be to develop recommendations for the calendar for the following school year.

9.092 The committee shall meet initially no later than January 15 each year. The committee shall devise no fewer than three (3) school calendars. Committee members shall be given at least ten (10) workdays during which they may survey the groups they represent. The committee then shall meet again to consider any and all survey results and then to vote-on the proposed calendars. The calendar receiving the majority of the votes of the members of the committee shall be the calendar that is recommended to the Board by the Superintendent, for its adoption at the regular March Board meeting.

9.093 No later than April 30 of each school year, the Board shall adopt the school calendar for the following school year after consideration of the calendar recommended to the Board by the Superintendent. The school calendar, as adopted, shall designate all days as either student days, member workdays, conference days, holidays, or vacations.

9.094 Each time a calamity occurs on a workday which is not a day when schools are actually open for instruction with pupils in attendance and for individualized parent-teacher conferences and reporting periods, that workday shall not be made up. Remote learning days are not calamity days for the purpose of this provision.

9.095 Each time it becomes necessary for the Board to consider amending the Board-adopted calendar, unless the Superintendent and the Association otherwise agree, the calendar committee first shall be reconvened to prepare a recommendation(s) for the amendment(s). The Board shall consider this(these) committee recommendations(s) for amendment(s) as submitted by the committee before it adopts any amendment(s).

9.096 If parent conference days are held outside the regular workday, trade-off non-workdays will be included in the school calendar.

9.097 The regular school year shall not exceed one hundred and eighty five (185) work days except members newly employed by the district may be required to work one hundred and eighty seven (187) days during their first year of employment.

9.0971 In addition, the Board may build into the calendar a maximum of three (3) additional work days with a maximum of one additional day being added in a quarter. The administration shall give the teachers at least six weeks advance notice of its intention to utilize an additional day built into the calendar. A reasonable effort will be made to not break up the student week with an addition of days.

9.0972 If approved by the Superintendent, individual buildings may utilize one of these days even if the entire district is not required to work the additional day.

9.0973 Teachers who have less than one year of teaching experience may be required to attend a maximum of eight (8) hours of meetings in addition to those required of other bargaining unit members for mentoring during their first year of employment.

9.0974 Teachers shall be compensated at their per diem rate of pay for each additional day they are required to work beyond one hundred and eighty five (185) days (one hundred and eighty seven (187) for new hires).

9.0975 Staff will be paid for the additional days no later than June 30.

9.10 RECORD DAYS

9.101 The school calendar shall include time for the purpose of record keeping. There shall be no staff and/or department meetings held on record days.

9.102 Either the morning or the afternoon of the last days of the first and third quarters (subject to the conditions of Section 9.103) and the last days of the second and fourth quarters shall be used for record keeping.

9.103 Student attendance shall only be scheduled in the event that students need to make up work such as an exam and arrangements have been made with the teacher beforehand.

9.104 The granting of record keeping times to the members of the bargaining unit shall not be cause for lengthening the member workday and/or the member work year.

9.105 Elementary teachers shall receive three (3) shortened days for record keeping in the same manner as the middle school and the high school, provided these days are used by the elementary teachers for assessing student progress by way of an approved assessment procedure. If there is no need to utilize a day for that purpose, then it shall be a regular teacher and student day.

9.106 Teachers will be required to submit their completed grades no later than the end of the second weekday following the end of the quarter.

9.11 PROFESSIONAL STAFF DEVELOPMENT

9.111 Each year, the administration and association will conduct a survey of the faculty concerning their staff development needs.

The administration and association will establish an initiative for the following year's staff development and develop general logistics for who will be responsible for the development and the implementation of the staff development plan and when the staff development days are to occur. It is understood that the administration will assume responsibility for the planning and implementation of these staff development days.

9.112 No additional duties except attendance and review of materials/documents in an amount of time not to exceed thirty (30) minutes may be assigned in preparation for any staff development day(s). In addition, no member(s) shall be assigned any duty(ies) which is(are) to be performed beyond the member workday as a result of any staff development day(s).

9.113 The staff development programs shall take place on either the mornings or afternoons of the last day of the first and third grading periods. Those members who attended the summer staff development program (when offered) will be given one (1) day release time at the end of the first semester.

9.114 In addition, no student attendance shall be scheduled, required, and/or recommended by the administration during the staff development days.

9.115 The granting of staff development days to the members of the bargaining unit shall not be cause for the lengthening of the member workday and/or the member work year.

9.12 MEDICAL AND TUBERCULIN EXAMINATIONS

9.121 Members of the bargaining unit shall be governed by the tuberculin immunization requirements as promulgated by the Hamilton County Board of Health. A member's tuberculin test requirement shall be waived completely if documented evidence is provided by that member that a tuberculin test is inadvisable for medical reasons, or if that member declines to take the tuberculin test because of religious convictions.

9.122 If the Board requires a member to receive a medical examination, the Board shall state in writing to that member its requirement for the examination and its reason(s) for the requirement; the member may request either an examination by the Board physician at the Board's expense, or receive an examination by a physician of his/her choice and assume the expense. The physician conducting the examination shall supply only to the Superintendent and the Board physician his/her recommendations relevant to the Board's determination of the ability of that member to perform his/her contractual duties.

(a) If the examination was performed by a physician of the member's choice and the Board then desires a second examination to be performed by a second physician, the Board shall state in writing to that member its desire for that member to receive a second examination and shall include in its statement its desire that the second examination would be performed, if appropriate, by a specialist.

(b) The member may request the second examination to be performed by a Board-recommended physician at the Board's expense or receive an examination by a physician of his/her choice and assume the expense.

(c) If the Board desires a second examination and the contract of that member is suspended pending the outcome of that examination, the member shall not suffer any loss of salary from the time of the Board's second request to its decision concerning the member's ability to perform his/her contractual duties.

(d) The report received by the Superintendent and the Board shall remain confidential and only be used for purposes relevant to the member's ability to perform his/her contractual duties.

9.123 Nothing in this negotiated Contract shall be construed to waive the physician-patient privilege provided by the Ohio Revised Code.

9.13 STUDENT TEACHERS

9.131 The Board and the Association recognize the value of members of the bargaining unit assisting student teachers in becoming competent professionals. Colleges and universities generally recognize their responsibility for compensation and remuneration to those members who are supervising student teachers.

9.132 Within each school year, candidates for student teaching shall be equitably assigned to the individual schools by the Superintendent . No member shall be assigned a student teacher without that member's prior consent.

9.133 In addition, within each building supervising teachers shall be chosen on a rotating basis within each grade level and/or department by the building principal from said list of volunteers who each have no less than three (3) years teaching experience.

(a) If any member(s) is(are) refused an opportunity to be assigned a student teacher, he/she upon request shall receive in writing the reason(s) for such refusal.

(b) Being refused or granted a student teacher shall in no way be reflected in that member's evaluation.

9.134 If a supervising teacher believes the progress of the student teacher whom he/she supervises to be unsatisfactory, a conference shall be arranged immediately and shall include the supervising teacher, building principal, student teacher, and the college/university supervisor.

9.14 EQUITABLE DISTRIBUTION OF STUDENTS HAVING SPECIAL NEEDS

9.141 Except when teachers are co-teaching in administratively approved classes, students from the following groups including but not limited to students who have been officially diagnosed and/or recommended for special class placement and/or for special educational treatment and who have been placed in regular classrooms, shall be equitably distributed among the various classes:

(a) emotional disturbance
(b) intellectual disability
(c) multiple disability
(d) orthopedic impaired if an aide is not provided
(e) hearing or vision impairments

9.142 Diagnosis after the establishment of classes shall not be cause for redistribution of students unless mutually agreed upon by the building principal and member(s) affected by that redistribution.

9.143 When such students are not to be assigned in equal numbers to the member(s) at their level of placement, the member(s) so affected shall be given written reason(s) by his/her/their building principal within three (3) workdays prior to the making of such assignments.

9.144 Each special education class shall be of a size in keeping with state and federal guidelines according to the Ohio Revised Code.

9.145 At least one of the teachers who taught a student defined above in a regular classroom setting during the current school year shall be given the opportunity to serve on the IEP team before a placement is made for that student for the next school year.

9.146 Specific training shall be provided to all teachers who are impacted by special needs students. This training may coincide with or be in addition to the regular professional development days.

9.147 Efforts will be made to provide collaborative planning time for teachers who share responsibilities in an inclusionary classroom.

9.148 All Support Services agreed to by the IEP team shall be met.

9.149 When placing students with special needs in a regular classroom, size of class will be taken into consideration.

9.15 CLASS SIZE

9.151 The district will make every effort to achieve a class size which does not exceed a district average class size of twenty-five (25) students to each teacher per grade level (elementary) or per subject (secondary) with the exception of performance or activity based classes such as band, chorus, or physical education. The Association President will be provided with the monthly enrollment report. When it becomes impossible to meet these guidelines, the Superintendent will bring the issue to the district advisory council with the rationale for the overage(s).

9.16 MENTOR TEACHER

9.161 The Board and the Association will agree that they will comply with the requirements of the Ohio Department of Education's Resident Educator Program. The emphasis of the mentor teacher's duties shall be on informative assistance and shall focus on skill enrichment and providing assistance to the teacher being mentored where necessary. However, the mentor is not an evaluator and shall not participate in any informal or formal evaluation of the teacher being mentored nor make any recommendations regarding the assignment or continued employment of the teacher.

9.162 Not later than six (6) weeks after the initiation of the mentoring teacher program and at the request of the entry year teacher, a different mentor may be assigned to the entry year teacher at the discretion of the administration.

9.17 PARENT TEACHER CONFERENCES

9.171 Parent Teacher Conferences shall occur on two school days: once in the 1st quarter and once in the 3rd quarter as determined by the district calendar committee. These conferences shall occur from 12:30 p.m. - 7:30. p.m. Teachers shall be given a trade-off day on the Wednesday before Thanksgiving in recognition of the additional hours worked on these days. There will be no other trade off days.

9.172 If a teacher does not attend the parent teacher conference, the teacher shall make up those hours after school. The teacher will also be charged a day of the appropriate leave for missing the day, or a portion thereof.

9.18 TUITION REIMBURSEMENT

9.181 An annual fixed budget of fifty thousand dollars ($50,000) shall be available for reimbursement for tuition costs incurred by teachers for courses completed at an accredited university or college. All courses submitted for reimbursement must be approved by the Superintendent prior to attending the first day of the course or the employee will not be reimbursed.

9.182 The coursework taken must be in one of the following areas: teachers field of certification/licensure; work to maintain/upgrade the teacher's certification/licensure; field of technology; work approved by the LPDC; and, other work to be approved in advance by the Superintendent.

9.183 The amount of reimbursement shall be prorated and determined by the number of teachers participating and the amount of course work completed during the time period of September 1 through August 31 of each year. The maximum reimbursement for any single teacher shall not exceed three (3) semester hours.

9.184 Payment shall be issued by the Treasurer by September 15th. The teacher is required to provide a copy of the grade report and an official receipt from the college/university. The teacher must also present proof of earned credit with a grade of B or better, or a pass in a pass/fail course by September 1st in order to receive payment. Such proof shall be presented with the form as provided in the appendix of the Agreement indicating approval of the course by the Superintendent.

9.185 If a teacher leaves employment with the District within 2 years of receiving tuition reimbursement payments, and the departure was not due to retirement, the teacher shall be responsible for repaying those amounts. Any amounts due may be withheld from any unpaid wages due to the teacher.

9.186 Tuition reimbursement shall only be available to teachers who have completed one year of service with the District. The teacher must be employed with the District at the time of reimbursement to receive payment.

ARTICLE X: LEAVES OF ABSENCE

10.01 COURT APPEARANCE AND JURY DUTY

10.011 A member shall suffer no loss in pay for serving as a juror or attending a judicial or administrative hearing in response to a subpoena provided the member is not a party to the hearing.

10.012 A member must file a statement with the superintendent or designee verifying that his/her absence was caused by jury duty or in response to a subpoena which meets the conditions set forth above.

10.013 The member will not be required to remit any compensation received as a juror or witness and no use of leave will be charged to that member.

10.02 ASSAULT LEAVE

10.021 Each member absent because of physical disability from an assault which occurs in the course of Board employment shall be entitled to a paid leave of absence, without loss of seniority. Assault leave shall not be charged against sick leave earned or earnable by a member.

10.022 If medical attention is required by the assaulted member, a certificate from a licensed physician stating the nature of the disability and its duration shall be required before assault leave can be approved for payment.

(a) If medical attention is required, up to one hundred (100) days of assault leave shall be granted based on the physician's certificate stating the nature of the disability and its duration.

(b) In addition, any member who has insufficient Ohio service credit to qualify for disability retirement at the time he/she suffers physical disability from assault shall be granted sufficient assault leave to make him/her eligible for disability retirement.

(c) Falsification of either a signed statement or a physician's certificate is grounds for suspension or termination of employment under the Ohio Revised Code.

10.023 If medical attention is not required by the assaulted member, the Superintendent shall grant

up to five (5) days assault leave upon his/her receipt of that member's signed statement requesting assault leave.

10.024 All absences of any and all members because of court appearances resulting from school-related assaults shall be chargeable to assault leave.

10.03 PARENTAL LEAVE

10.031 Given the availability of sick leave, the board shall grant six (6) consecutive weeks of sick leave from the date of the birth of the member's child or children or the date of adoption of a child or children by a member. In the case that the mother is medically unable to return to work or due to illness of the child, additional sick leave may be used upon receipt of a doctor's statement.

10.032 The board shall also grant a parental leave of absence, without pay, for child care, to each member of the bargaining unit who notifies the Superintendent of his/her intent to take said leave. At the option of the member who so requests, his/her parental leave shall commence at the termination of her sick leave and/or medical leave benefits used for delivery in 10.031. Each member of the bargaining unit who so requests shall be granted a parental leave of absence for the purpose of bearing or rearing the child. This leave is without pay and must start at the birth or date of adoption of the child.

10.033 When requesting parental leave, the member shall notify the Superintendent or his/her designee in writing at least thirty (30) calendar days in advance of the date that he/she intends said leave to commence, indicating the anticipated starting and ending dates of said leave.
The forms for child care leave notification shall be printed by the board and shall be available in the main office of every school.

10.034 A member's parental leave shall not exceed the remainder of the quarter in which the leave commences and two additional consecutive semesters. The member shall only return from leave at the start of a semester or a quarter, unless the Superintendent determines that it is in the best educational interests of the students to allow otherwise. In no case will a teacher be allowed to return between May 1 and the end of the school year.

10.035 The notice requirements herein shall be waived in case of adoption, provided the member notifies the Superintendent or his/her designee within five (5) days of his/her receipt of confirmation of placement of child(ren) leading to adoption.

10.036 The use of sick leave for delivery of a child and/or the use of parental leave shall not cause her/him to lose any year(s) of experience credit on the salary schedule and shall only gain experience credit in keeping with the requirements of 11.031.

10.037 A member on parental leave who does not intend to return shall notify the Superintendent of his/her intent not to return no later than April 1st prior to the termination date of his/her leave. Subject to the requirements of this contract, a member returning from parental leave shall be returned to his/her former position or to a position consistent with his/her certification/licensure.

10.04 MEDICAL LEAVE

10.041 Upon written request of a member of the bargaining unit to the Board, said member shall be granted an unpaid leave of absence where illness or other disability is the reason for the request. Such leave shall be of a length as specified by the member, but shall not be for more than two (2) consecutive school years. Upon subsequent request, such leave may be renewed by the Board.

10.042 The member returning from medical leave shall suffer no loss of seniority and shall retain the contract status he/she had prior to such leave. Said member shall be returned to his/her former teaching position or to a position consistent with his/her certification/licensure.

The assignment of said member to a position other than his/her former teaching position shall be considered an involuntary transfer, and all applicable negotiated Contract provisions shall be followed by the administration in making this assignment.

10.043 Medical leave shall be administered in accordance with the provisions of the Ohio Revised Code.

10.05 MILITARY LEAVE

10.051 Military leave of absence shall be granted to each member of the bargaining unit at that member's request who has left, or leaves, his/her District position, by resignation or otherwise, and within forty (40) school days thereafter entered, or enters, the armed services of the United States or the auxiliaries thereof.

10.052 Pursuant to Title 38, United States Code, 2021 and 2024, and section 3319.13 of the Ohio Revised code, each member returning from military leave with a discharge other than dishonorable shall be re-employed by the Board under the same type contract as that which he/she last held in the District, provided he/she applies to the board for re-employment within ninety (90) days after such discharge. Upon his/her application, the member shall be re-employed on the first member workday of the next school semester which occurs at least thirty (30) days subsequent to the date of application.

10.053 Each member returning from military leave shall be returned to his/her former District position, or to a position consistent with his/her certification/licensure. The assignment of said member to a position other than his/her former teaching position shall be considered an involuntary transfer, and all applicable negotiated Contract provisions, shall be followed by the administration in making this assignment.

10.054 For the purposes of seniority and placement on the salary schedule, years of absence in the service of armed services of the United States and/or the auxiliaries thereof shall be counted as though teaching service has been performed during such time.

10.06 PROFESSIONAL LEAVE

10.061 Each member of the bargaining unit wishing to attend a professional conference(s), meeting(s), or convention(s) may be granted professional leave for such event(s) without loss of pay by the Superintendent or his/her designee. The member shall notify the Superintendent or his/her designee of his/her desire to use professional leave on a form provided by the Board at least ten (10) workdays prior to the commencement of said leave. Said forms shall be available in the main office of each school.

10.062 Approval and disapproval of professional leave shall be based on such factors as most recent approved request, relevance to the member's teaching assignment, time away from the District, and cost.

(a) When more than one (l) member requests approval for the same meeting, the first two (2) above factors shall apply, if professional leave is approved for any member to attend.

(b) Date of the application shall be the determining factor if all other conditions are equal.

(c) If any member's(s') request to use professional leave is denied, that member may request from the Superintendent the reason(s) for the denial, and it/they shall be given to him/her in writing within five (5) workdays.

10.063 Pursuant to the Ohio Revised Code, the Board shall reimburse the member the expenses, or partial expenses, of the member for, but not restricted to, mileage, lodging, meals and

registration of that conference, meeting or convention. Notification by that member of actual expenses shall be provided on a form supplied by the Board for that purpose. Said forms shall be available in the main office of each school.

10.064 Attendance shall be required by the Board at all conferences, professional meetings, and conventions for which the professional leave has been received.

10.07 PERSONAL LEAVE

10.071 Each member of the bargaining unit shall be granted four (4) personal leave days each work year without loss of compensation. Said leave shall be usable, as requested by the member, only in units of one-quarter (1/4), one-half (1/2), and whole days. At the end of each school year, each member's unused personal leave days shall become part of that member's accumulated sick leave. Said leave shall be used for personal business and/or an activity(ies) which cannot be handled beyond the member workday. Except in an emergency or unusual circumstances, personal leave will not be taken the day before or after a holiday or school break period or during State testing periods. For personal leave to be taken after May 1 of each school year, reasons for personal leave will be submitted to the Superintendent for approval.

10.072 The number of personal leave days currently available to each member shall be reflected on the stub of his/her last paycheck each month. A record of each member's use of personal leave shall be kept in the Board office and shall not be a part of any member's personnel file. Each member shall have access to the Board office records of his/her personal leave use upon his/her request. Specific reasons must be given if the member is requesting three or four consecutive days of leave.

10.073 Written notice of personal leave (see form: Appendix G) shall be made to the Superintendent or his/her designee by the member at least forty-eight (48) hours in advance of the day(s) needed for personal leave. The notice shall state that the personal leave is needed for personal business and/or an activity(ies) which cannot be handled beyond the member workday.

10.074 EMERGENCY PERSONAL LEAVE

In an emergency, personal leave may be granted with less than a forty-eight (48) hour advance written notice.

In an emergency, the member must give verbal notice of the problem to the Superintendent or designee at the member's earliest opportunity. Immediately upon the member's return to work, a written application (see form: Appendix H), stating the reason for which the leave is being requested, shall be submitted by the member to the Superintendent or designee. No member shall be entitled to receive personal leave on an emergency basis unless he/she has followed this procedure.

The Superintendent may grant or deny the member's request for an emergency leave based on the reasons stated in the leave application and any other relevant information. The Superintendent shall not act unreasonably in denying a request for emergency personal leave.

Forms for filing emergency personal leave will be printed by the Board. Forms will be available in the office of every school and will be available in an area accessible to members without request to their administrator.

10.08 SABBATICAL LEAVE

10.081 Any member of the bargaining unit who has completed at least five (5) work years as an employee of the Board may be granted a sabbatical leave of absence with pay for professional study, research, and/or professional improvement for one (1) or two (2)

semesters with the provision that the member shall receive a partial annual salary equal to the difference between that member's regular contract salary in effect during the time period of his/her sabbatical leave and the pay of the substitute who shall be hired to replace him/her.

(a) The employee on leave shall continue to participate in the insurance programs offered by the Board with the Board paying its share of the premium for said coverage except that the amount the Board contributes towards the health insurance of the employee on leave shall be reduced by the amount of the premium the Board is paying towards the health insurance of the replacement employee. Stated differently, the employee on leave shall contribute an amount towards his/her health insurance equal to that being paid by the Board for the replacement employee, which amount shall be no more than the cost of the premium for the coverage received by the employee on leave.

(b) Each member's contributions to the State Teachers Retirement System of Ohio shall be paid on the basis of the member's position on the salary schedule in effect during the time period of his/her sabbatical leave.

10.082 Applications for sabbatical leave shall be sent to the Superintendent, and shall be made at least sixty (60) calendar days prior to the beginning of the requested leave. The applicant shall submit a plan for the use of his/her leave. The plan shall include an outline of the program of study and/or research to be pursued and/or the proposal for professional improvement. A plan which includes travel should outline the nature of the travel and should describe the enhancement of curriculum intended by the member.

10.083 The sabbatical leave(s) shall be subject to the Board's final approval. In making final approval, the Board shall consider the availability of funds to provide the leave. The applicant must be notified by the Board of its disposition of his/her request within thirty (30) calendar days of the Superintendent's receipt of his/her request. The Board may grant sabbatical leaves with pay to no more than five percent (5%) of the bargaining unit at any one time, nor grant a leave a second time to the same member when other members have filed requests for such leave, nor grant a leave to any member more often than once for every five (5) years of service.

10.084 A member granted sabbatical leave shall be returned to his/her former position or to a mutually agreeable position. The member returning from such leave shall suffer no loss of seniority and shall be placed on the salary schedule as he/she would have been had he/she taught in the District during his/her leave period.

10.085 The member shall be required to return to the District at the end of the leave for one (1) contract year, unless he/she shall have completed twenty-five (25) years of teaching in Ohio.

10.09 SICK LEAVE

10.091 Pursuant to Ohio Revised Code, all members who are employed full-time shall accrue sick leave at the rate of one and one-half (1-1/2) days per month of service; members who are employed part-time shall accrue sick leave for their time worked at the same rate of accrual as that of full-time members.

(a) Maximum annual accumulation shall be eighteen (18) days per school year, except that, at the end of each school year each member's unused personal leave days shall become part of that member's accumulated sick leave.

(b) Maximum sick leave accumulation shall be three hundred (300) days.

10.092 Members shall be advanced a minimum of five (5) days sick leave at the time they enter the employment of the Board. If a member of the bargaining unit has exhausted his/her sick leave accumulation and has a catastrophic illness or a catastrophic illness involving his/her spouse, children or other family members residing in his/her household that requires his/her

absence from work, the Superintendent shall advance the employee up to forty (40) days of sick leave. The employee shall repay the district for the days advanced at the rate of eight (8) days of sick leave accumulation each year until the number of days advanced are repaid in full. If the member leaves the employ of the Board prior to paying back the total number of days of sick leave advanced, the amount due the Board by the employee shall be paid to the Board from the remaining salary due to the employee at the time of his/her resignation.

10.093 Members may use sick leave for the following reasons:

A. Personal illness; injury; illness, medical appointment and/or incapacitation due to pregnancy.
B. Exposure to contagious diseases.
C. Illness, injury or death in the immediate family.

In addition, the member may use one day of sick leave for the death of a close friend.

10.094 Pursuant to the Ohio Revised Code, any member having terminated employment with the Board shall have his/her accumulated sick leave reinstated upon re-employment, provided he/she has not used such sick leave in the employ of another board of education and/or other public agency(ies) of the State of Ohio or has not been reimbursed under an approved, legal severance payment plan.

10.095 Pursuant to the Ohio Revised Code, any member re-employed by the Board who, since leaving the employ of this Board, has been continuously employed by other board(s) of education and/or by any public agency(ies) in the State of Ohio, shall receive full credit for sick leave, accumulated both in the prior employ of that board(s) and/or other public agency(ies) of the State of Ohio as shown on the records of the last employing organization, to a maximum of two hundred sixty-five (265) days.

10.096 Any member newly employed by the Board who, immediately preceding this employment has been in the service of another board(s) of education and/or any public agency(ies) of the State of Ohio, shall receive full credit for the sick leave accumulated in this previous service as shown in the records of the last employing organization, to a maximum of two hundred sixty-five (265) days.

10.097 Sick leave accumulated and used by each member shall be reflected on the stub of his/her last paycheck of each month. A record of each member's use and accumulation of sick leave shall be kept in the Board office and shall not be a part of any member's personnel file. Each member shall have access to the Board office records of his/her sick leave use and accumulation upon request.

10.098 A committee of four (4) people selected by the Association president and four (4) people appointed by the Superintendent shall investigate options for a sick leave bank and options to improve teacher attendance during the work year. This will be considered a Board appointed committee.

10.099 If a member has been absent on sick leave for more than five (5) consecutive days, the member shall submit a physician's statement . If a member has been absent on paid or unpaid sick leave for more than ten (10) days, the member shall be required to meet with Human Resources which may result in the institution of an attendance plan, a letter of counseling being issued, or the imposition of discipline. Personal leave and professional leave do not count towards the days. No discipline shall be issued if a valid doctor's note is being submitted.

10.10 FAMILY MEDICAL LEAVE ACT

The Board will comply with the Family Medical Leave Act of 1993.

ARTICLE XI: PAYROLL AND SALARY

11.01 PAY PLANS

11.011 Each year the member pay plan shall consist of twenty-four (24) payments. Pay dates will be the 5th and 20th of each month, unless the pay date falls on a week-end or holiday. When this happens, the pay date will be the preceding week-day. At the discretion of the Treasurer the payroll may be issued prior to the above scheduled dates.

11.012 Direct deposit shall be mandatory for all members. A member's salary shall be paid by direct deposit to a bank(s) and/or savings and loan institutions(s) selected by the member and within the distributing financial institution's financial network on the pay date. Direct deposit statements will be e-mailed to each member on the pay date.

11.02 PAYROLL DEDUCTIONS

11.021 The Board shall provide payroll deduction(s) for each member of the bargaining unit, and when optional in any amount(s) as requested by the member at no charge to that member and/or the Association for the following items:

(a) Taxes (City, State of Ohio, and Federal)
(b) Association dues and service fees
(c) Credit union
(d) Group insurance plans
(e) State Teachers Retirement System
(f) Annuities
(g) United Appeal
(h) Income protection plan
(i) Amounts for political organizations and parties and for non-partisan issues subject to limitations previously set forth herein.
(j) Purchase of STRS experience credit.
(k) Purchase of Ohio tuition credits
(l) Other(s) to which the Association and the Board mutually agree at a later date(s).

11.022 The payroll deduction of the above items, when optional, can only be initiated by written request of the member, and shall be continuous until revoked by that member in writing. Member(s) may request the initiation of any payroll deduction(s) at any time during the calendar year.

11.023 No later than August 1 of each year, the Board treasurer or his/her designee shall present to the Association president or his/her designee a list of all items which can be deducted, both voluntarily and involuntarily, from members' pays during the following year. This list shall include the number of installments into which each item would be divided and from which pay (s) each installment of each item would be deducted. Included with this list shall be a list of the enrollment periods for all group insurance plans. Upon mutual agreement by the Board treasurer or his/her designee and the Association president or his/her designee on this list of deductible items and no later than August 15 of each year, this list shall be mailed to each member.

11.024 Each request from each member for changes, additions, and/or deletions for insurances, annuities, Association dues and/or the Association service fees, and/or United Appeal shall be implemented no later than thirty (30) calendar days after said request.

(a) Each request for the initiation and/or change of a group insurance plan deduction shall be made during the next enrollment and/or change period of the appropriate insurance company.

(b) Each time a member notifies the Board treasurer of his/her designee that he/she wishes to cease deduction of Association dues and/or service fees, the Board treasurer

shall deduct the final amount due the Association from that member's next pay. The amount so deducted shall be determined by the Association treasurer.

11.03 SALARY

Effective July 1, 2022, the salary schedules attached hereto and designated as Appendix G, shall be implemented. Effective July 1, 2023, the salary schedules attached hereto and designated as Appendix G, shall be implemented. Each year of this contract bargaining unit members shall advance one step on the salary schedule if the member is on paid status for at least one hundred and twenty (120) days. There shall be a re-opener and wages and insurance for the 2024-2025 school year.

In addition, a COVID Recovery bonus shall be provided to those teachers who were employed during the 2021-2022 school year and who remain employed with the District for the 2022-2023 school year in the amount of two and one-half percent (2.5%) of the teacher's salary in 2022-2023 school year. Payment will be made in the second payroll in September and the teacher must be employed as of the date of payment to be eligible.

11.04 SALARY SCHEDULE COMPOSITION (Appendix G)

11.041 Bachelor's column - A bachelor's degree or its equivalent as designated by ORC from any accredited institution.

11.042 150 Hour Column - Shall mean 150 hours (or equivalent) accumulated either before or after the bachelor's degree has been received.

11.043 Bachelor's plus 15 additional hours - These hours shall be graduate hours past the bachelor's degree.

11.044 Master's Degree - Master's degree from any accredited institution.

11.045 Master's Degree plus an additional 15 semester hours (or equivalent). These credits must be for graduate credit unless documentation can be obtained to verify the pursuit of additional certification/licensure.

11.046 Master's Degree plus an additional 30 semester hours (or equivalent). These credits must be for graduate credit unless documentation can be obtained to verify the pursuit of additional certification/licensure.

11.047 The additional credits referred to in 11.045 and 11.046 above, may be credits earned after receiving the master's degree. However, it is understood no credits maybe counted twice. All current employees awarded a Master's Plus designation prior to June 30, 2015 shall not be removed from the column if they have hours which previously qualified under the prior language.

11.048 It is the responsibility of the member to notify the personnel and treasurer's office in writing and provide an official transcript of the additional course work which will result in a move to another column of the salary schedule.

A member will advance to another column of the salary schedule upon receipt of said transcript in the personnel office. Salary adjustment will occur no later than thirty (30) days after the receipt of the transcript. Any notification received after September 15, will result in the change being made effective beginning the March 5th payroll.

11.049 In order to provide an incentive for members to become certified by the National Board of Professional Teaching Standards, the Board will make a one-time payment of $2,000.00 to each teacher obtaining National Board Certification, and will make an additional payment in the same amount upon each renewal of the certification.

11.05 SUPPLEMENTAL DUTIES

11.051 The Board shall compensate members of the bargaining unit for supplemental duties in accordance with the supplemental duty schedule. All additions, deletions, and/or changes in the supplemental duty schedule shall be negotiated by the Board and the Association in accordance with the negotiated Contract.

11.052 The existence of a supplemental duty on the supplemental duty salary schedule shall not require the Board to award a supplemental duty contract to a member for that sport or activity in any one (1) year. If the Superintendent recommends to the Board that the supplemental duty contract not be awarded, the Association president shall be notified no less than seven (7) calendar days prior to the Board meeting at which the Superintendent's recommendation is made.

11.053 Acceptance or rejection of a supplemental duty contract by a member shall not be cause for the discipline of, reduction in rank of, suspension of, non-renewal of, and/or termination of the contract of any member of the bargaining unit. The acceptance of a supplemental duty by a member shall be made the subject of a supplemental contract.

11.054 Each member's supplemental duty salary(ies) shall be determined by multiplying the supplemental duty index by the base salary. If any base salary increase(s) occurs within a teacher work year, all calculations of supplemental duty salaries for that work year shall be made by using the base salary in effect at the beginning of that work year.

11.055 Every member of the bargaining unit who holds or shall hold a supplemental contract(s) for an extra duty(ies) presently in existence but not covered in the following list shall be paid in accordance with an index value negotiated through the re-opener procedure of the negotiated Contract for that extra duty. The indexes of all extra duties not presently in existence shall be negotiated through the re-opener procedure of the negotiated Contract.

11.056 A member not completing their supplemental shall have their supplemental duty contract amount pro-rated effective to the day that they discontinued performing the responsibilities of the supplemental position.

11.06 SUPPLEMENTAL DUTY SCHEDULE

There will be a committee formed for the purposes of reviewing and possibly amending the Supplemental Duty Schedule. The committee shall be composed of an equal number of administrators, appointed by the Superintendent, and Association members, appointed by the President. Any recommendations made by the committee to amend the Supplemental Duty Schedule shall be presented to both the Association membership and the Board for ratification before implementing said amendments.

11.07 SEVERANCE PAY UPON RESIGNATION

11.071 Upon resignation from the District, any member with ten (10) or more years of service shall be entitled to the conversion of his/her unused sick leave to a lump sum payment at that member's request. This provision shall not apply to any teacher who resigns under threat of disciplinary action.

11.072 Such payment shall be at his/her daily rate of pay at the time of his/her resignation and shall not exceed a maximum of twenty-five (25) days severance pay. Such payment shall be based upon the conversion of twenty-five percent (25%) of his/her accumulated sick leave at time of resignation. Such conversion shall cancel all sick leave of that member as recorded with the Board.

11.08 BOARD PICKUP OF MEMBER CONTRIBUTIONS TO STRS

11.081 The total annual salary and salary per pay period for each member shall be the salary otherwise payable under this negotiated contract. The total annual salary and salary per pay period of each member shall be payable by the Board in two (2) parts: (1) deferred salary, and (2) cash salary.

(a) A member's deferred salary shall be equal to that percentage of said member's total annual salary or salary per pay period which is required from time to time by the State Teachers Retirement System (STRS) to be paid as an employee contribution by said member and shall be paid by the Board to STRS on behalf of said member as a "pickup" of the STRS employee contribution otherwise payable by said member.

(b) A member's cash salary shall be equal to said member's total annual salary or salary per pay period less the amount of the pickup for said member and shall be payable, subject to applicable payroll deductions, to said member.

(c) The Board's total combined expenditures for members' total annual salaries otherwise payable under this negotiated Contract (including pickup amounts) and its employer contributions to STRS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.

11.082 The Board shall compute and remit its employer contributions to STRS based upon total annual salary, including the "pickup." The Board shall report for Federal and Ohio Income Tax purposes as a member's gross income said member's total annual salary less the amount of the "pickup". The Board shall report for municipal income tax purposes as a member's gross income said member's total annual salary, including the amount of the "pickup." The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.

11.083 The "pickup" shall be included in the member's total annual salary for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence, or for any other similar purpose.

11.084 The "pickup" shall be included in the base salary for the purpose of determining supplemental duty salary.

11.09 INSURANCE COMMITTEE

The District shall provide a health insurance consultant to assist in researching and investigating issues related to health insurance plans.

11.10 125 PLAN

The Board shall provide an IRS 125 Plan, parts A, B, and C, for members of the bargaining unit. The medical and dependent care savings account portions of the IRS 125 plan will be implemented for members of the bargaining unit effective beginning January 1, 2005, at no cost to the Board or the members.

ARTICLE XII: INSURANCES

12.01 DENTAL INSURANCE

The Board of Education shall provide a dental plan through the Greater Cincinnati Insurance Consortium, to each member of the bargaining unit and their family and pay ninety five (95%) of the premium.

12.02 HEALTH AND HOSPITAL INSURANCE

The Board will offer a health and hospitalization plan through the Greater Cincinnati Insurance Consortium. The Association will be notified of any changes which are contemplated. The Board shall pay ninety percent (90%) of the health insurance premiums and the member shall pay ten percent (10%).

12.03 GROUP TERM LIFE INSURANCE

The Board of Education shall provide the current group term life insurance, in the amount of forty-five thousand dollars ($45,000) with a double indemnity feature and pay one hundred percent (100%) of the premium. Members who teach less than full-time shall be entitled to a prorated share of this group term life insurance.

12.04 CHANGES IN PLAN FORMATS

In the event that any changes occur in the consortium plan formats, the insurance committee shall meet with the district consultant to explore other alternatives if desirable.

ARTICLE XIII: SALARY NOTIFICATION

13.01 The Board agrees to give a yearly salary notification to each member of the bargaining unit before July 1 which will include the following:

(a) The salary to be paid in the upcoming school year.

(b) Education and experience step, including salary experience step and actual experience step.

(c) Tentative school assignment where services are to be performed, in subject(s) or self-contained grade(s) which is/are to be taught.

ARTICLE XIV: DRUG-FREE WORKPLACE

14.01 No employee of the Mt. Healthy City School District engaged in work or while in the workplace shall unlawfully manufacture, distribute, dispense, possess or use any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana or any other controlled substance as defined in federal and state law.

14.02 "Workplace" is defined to mean the site for the performance of work done in connection with a federal grant. The workplace includes any school building, school property, school-owned vehicles, or school-approved vehicle used to transport students to and from school or school activities; off school property during any school-sponsored or school-athletic event where students are under the jurisdiction of the school district where work on a federal grant is performed.

14.03 As a condition of employment, each employee who is engaged in performance of a federal grant shall notify his supervisor of his/her conviction of any criminal drug statute for a violation occurring in the workplace as defined above, not later than five days after such conviction.

14.04 An employee who violates the terms of this policy shall satisfactorily participate in a drug abuse assistance or rehabilitation program approved by the board. If the employee fails to satisfactorily participate in such a program, the employee shall be non-renewed or employment may be suspended or terminated.

14.05 Sanctions against employees, including nonrenewal, suspension and termination shall be in accordance with terms of this contract.

ARTICLE XV: PROVISIONS FOR RETIRING MEMBERS

15.01 SEVERANCE PAY UPON RETIREMENT

15.0101 When a member retires under the provisions of any of the retirement systems of the State of Ohio, and said member has ten (10) or more years of employment service with the Board, the Board shall make conversion of his/her unused sick leave in a lump sum payment, such payment to be based upon the member's daily rate of pay at time of his/her retirement.

15.0102 Such payment shall be for twenty-five percent (25%) of unused sick leave at the time of his/her retirement, not to exceed a maximum of seventy-five (75) days of payment. Such payment shall cancel all existing sick leave days of that member.

15.0103 Should a member die while employed by the Mt. Healthy School District, the member's designated beneficiary shall be entitled to the severance pay for which the member was eligible.

15.02 RETIREMENT INCENTIVE

In the event a teacher resigns his/her employment with the Board for retirement purposes and retires through STRS effective no later than the end of the school year he/she first becomes eligible to retire, and tenders said resignation to the Board no later than April 1, of that year, he/she shall be eligible for the retirement incentive. For the purpose of this provision, a resignation date effective no later than the day prior to the start of the first day of school for the next school year shall be deemed to be a resignation effective the end of the school year. An employee tendering his/her resignation under the conditions set forth herein, in addition to the severance pay he/she is entitled to receive pursuant to the collective bargaining agreement, shall also receive a one-time lump sum payment equal to 25% of the salary the employee earned during the school year of his/her retirement. This payment shall be based on the employee's regular employment compensation and shall not include any compensation earned on extended contracts or supplemental contracts. Any employee who does not resign his/her employment in the school year he/she becomes eligible to retire, shall forfeit his/her right to this retirement incentive bonus but shall be entitled to severance pay pursuant to the collective bargaining agreement. To be eligible for this retirement incentive, employees must have at least five (5) years of experience with the Mt. Healthy City School District and be at the top step of any column of the teachers' salary schedule.

For the purpose of this provision, eligible to retire through the State Teachers Retirement System shall be the first happening of any of the following qualifying events:

1. Reaching eligibility for full actuarial benefit.
2. Reaching eligibility for reduced actuarial benefit.

If an employee wishes to retire before the end of the school year, he/she must notify the Board of the date he/she will retire no later than August 1 of the school year in which he/she wishes to retire and the effective date of the retirement must be at the end of a grading period.

This provision does not apply to an employee retiring on a disability retirement.

Members shall provide to the Personnel Office, upon request, a copy of their most recent STRS statement showing number of years in the retirement system.

In implementing this section of the contract, the Board agrees that an employee wishing to retire effective May 31 rather than completing the school year shall be eligible to receive the retirement incentive provided satisfactory arrangements have been made for the completion of the remainder of his or her teaching duties through the end of the school year.

ARTICLE XVI: DURATION OF CONTRACT

This contract entered into this First Day of July, 2022, shall continue in full force and effect until 12:00 pm, June 30, 2025.

Association

President

Negotiations Chairperson

Board

Superintendent

Treasurer

Board President

APPENDICES

APPENDIX A ..... GRIEVANCE REPORT FORM—LEVEL ONE

APPENDIX B ..... GRIEVANCE REPORT FORM—LEVEL TWO

APPENDIX C .....GRIEVANCE REPORT FORM—LEVEL THREE

APPENDIX D .....PERSONAL LEAVE NOTIFICATION

APPENDIX E .....EMERGENCY PERSONAL LEAVE APPLICATION

APPENDIX F .....ATHLETIC/ATHLETIC-RELATED/NON-ATHLETIC SUPPLEMENTAL DUTIES

APPENDIX G .....TEACHERS' SALARY SCHEDULE

MEMORANDUM OF UNDERSTANDING ..... INTERNAL SUBSTITUTION

MEMORANDUM OF UNDERSTANDING ..... MASTER TEACHER

MEMORANDUM OF UNDERSTANDING ..... ELC PLAN TIME

MEMORANDUM OF UNDERSTANDING ..... EVALUATION (OTES)

MEMORANDUM OF UNDERSTANDING ..... PERSONAL LEAVE

MEMORANDUM OF UNDERSTANDING .....ORTON GILLINGHAM

MT. HEALTHY CITY SCHOOLS

GRIEVANCE REPORT FORM

LEVEL ONE

SUBMIT TO PRINCIPAL

DISTRIBUTION:
1. Principal
2. Association
3. Grievant(s)

GRIEVANCE NUMBER/BUILDING: _____

PRINCIPAL/SUPERVISOR TO WHOM GRIEVANCE IS SUBMITTED: _____

_____

_____

Date of Event or Condition Precipitating Grievance:

Statement of Grievance:

Relief Sought:

_____ _____

Signature(s) of Grievant(s) Date

APPENDIX A

MT. HEALTHY CITY SCHOOLS

GRIEVANCE REPORT FORM

LEVEL ONE (continued)

Disposition of Principal/Supervisor:

_____ _____

Signature of Principal/Supervisor Date

Position of Association

_____ _____

Signature Date

Note: If space is needed in addition to reporting section above, attach additional sheet(s).

APPENDIX A

MT. HEALTHY CITY SCHOOLS

GRIEVANCE REPORT FORM

LEVEL TWO

SUBMIT TO SUPERINTENDENT

DISTRIBUTION:
1. Superintendent
2. Association
3. Grievant(s)

GRIEVANCE NUMBER/BUILDING: _____

Please attach copy of Level One Grievance to this form

Date Received by Superintendent (or designee): _____

Disposition of Superintendent:

_____ _____

Signature of Superintendent or Designee Date

Position of Association:

_____ _____

Signature Date

Note: If space is needed in addition to reporting section above, attach additional sheet(s).

APPENDIX B

MT. HEALTHY CITY SCHOOLS

GRIEVANCE REPORT FORM

LEVEL THREE

SUBMIT TO SUPERINTENDENT

DISTRIBUTION:
1. Superintendent
2. Board Treasurer
3. Association
4. Grievant(s)

GRIEVANCE NUMBER/BUILDING:_____

Please attach copy of Level One and Level Two Grievances to this form

Date Submitted to American Arbitration Association:_____

Note: If space is needed in addition to reporting section above, attach additional sheet(s).

APPENDIX C

MT. HEALTHY CITY SCHOOLS

PERSONAL LEAVE NOTIFICATION

Date____________________

TO: The Superintendent

This is to notify you of my intent to use ____

____ of personal leave, on the following dates:
number of days, 1/4 day, 1/2 day

____

I certify that this personal leave is being used to attend to personal business and/or an activity(ies) which cannot be handled beyond the member workday.

____
Signature of Employee

School______________________

- -

Date________________________

To:

School:

Your above notice of ____
number of days, 1/4 day, 1/2 day

of personal leave for ____
date(s)

has been processed.

____
Signature of Superintendent

APPENDIX D

MT. HEALTHY CITY SCHOOLS

EMERGENCY PERSONAL LEAVE APPLICATION

Date_____

TO: The Superintendent

This is to request emergency personal leave of _____

_____ for the following dates:

number of days, 1/4, 1/2 days

_____

The reason(s) is(are): _____

_____

_____

Signature of Employee

_____

School

Date_____

To:

School:

Your above request for emergency personal leave of _____

_____ for _____

number of days, 1/4 day, 1/2 days date(s)

has been processed.

It has been _____. If denied, it was denied for the following reason(s):

granted/denied

_____

_____

_____.

_____

Signature of Superintendent

Appendix E

APPENDIX F				
ATHLETIC AND ATHLETIC-RELATED SUPPLEMENTAL DUTIES				
2022-2025				
	$41,892	**Base**		
COACH/SPONSOR	**POSITION**		**INDEX**	**COST**
	Site Coordinator	(Yearly)	16.80	$7,038
	Junior High Athletic Director	(June 20)	10.52	$4,407
	Junior High Ticket/Gate Coord.	(Mar.20)	3.7	$1,550
	H.S. Fall Ticket/Gate Coord.	(Nov 20)	5.0	$2,095
	H.S. Winter Ticket/Gate Coord	(Mar.20)	5.0	$2,095
Football				
	Head Varsity	(Nov. 20)	17.23	$7,218
	Additional Positions		111.55	$46,731
Soccer - Boys		(Nov. 20)		
	Varsity		8.8	$3,686
	Reserve		6.4	$2,681
Soccer - Girls		(Nov. 20)		
	Varsity		8.8	$3,686
	Reserve		6.4	$2,681
Volleyball - Girls		(Nov. 20)		
	Varsity		10.40	$4,357
	Reserve		7.2	$3,016
	9th Grade		7.2	$3,016
	8th Grade Junior High		6.4	$2,681
	7th Grade Junior High		6.4	$2,681
Cross Country - Boys and Girls		(Nov. 20)		
	Varsity		8.4	$3,519

	Junior High			5.6	$2,346
Golf - Boys			(Nov. 20)		
	Varsity			6.4	$2,681
Golf - Girls			(Nov. 20)		
	Varsity			6.4	$2,681
Tennis - Boys			(June 20)		
	Varsity			6.4	$2,681
	Reserve			5.44	$2,279
Tennis - Girls			(Nov. 20)		
	Varsity			6.4	$2,681
	Reserve			5.44	$2,279
Bowling			(March 20)		
	Varsity			4.8	$2,011
	Reserve			3.25	$1,361
Basketball - Boys			(Mar. 20)		
	Varsity			16.03	$6,715
	Additional Positions			46.78	$19,597
Basketball - Girls			(Mar. 20)		
	Varsity			16.03	$6,715
	Additional Positions			46.78	$19,597
Wrestling			(Mar. 20)		
	Varsity			15.20	$6,368
	Additional Positions			33.60	$14,076
Baseball - Boys			(June 20)		
	Varsity			9.6	$4,022
	Reserve			8.0	$3,351
	9th Grade			8.0	$3,351
Softball - Girls			(June 20)		

-		Varsity			9.6	$4,022
-		Reserve			8.0	$3,351
		9th Grade			8.0	$3,351
Weight Room Conditioning & Supervision						
		(Mar. 20, June 20, Aug. 20 & Nov. 20)			17.6	$7,373
Track - Boys & Girls				(June 20)		
		Varsity Boys			12.30	$5,153
		Varsity Girls			12.3	$5,153
		Additional Positions			54.0	$22,622
Cheerleaders				(Nov. 20 & Mar. 20)		
		Varsity			11.20	$4,692
		Reserve			9.6	$4,022
		9th Grade			9.6	$4,022
		Junior High			9.6	$4,022
Timers/Scorers - Girls and Boys						
		Var/Res Basketball Timer - Boys/HS		(Mar. 20)	1.20	$503
		Var/Res Basketball Timer - Girls/HS		(Mar. 20)	1.20	$503
		Var/Res Basketball Scorer - Boys/HS		(Mar. 20)	2.00	$838
		Var/Res Basketball Scorer - Girls/HS		(Mar. 20)	2.00	$838
		Var/Res Football Timer - Boys/HS		(Nov. 20)	1.20	$503
		Var/Res Football Scorer - Boys/HS		(Nov. 20)	1.40	$586
		Var/Res Soccer Timer - Boys/HS		(Nov. 20)	1.20	$503
		Var/Res Soccer Timer - Girls/HS		(Nov. 20)	1.20	$503
		Var/Res VolBall Timer/Scorer - Girls/HS		(Nov. 20)	2.00	$838

NON-ATHLETIC SUPPLEMENTAL DUTIES				
2021-2022				
	$41,892	Base		
SPONSOR	**POSITION**		**INDEX**	**COST**
Band & Chorus				
	High School Marching Band	(Nov. 20)	11.0	$4,608
	High School Assistant Marching Band		8.5	$3,561
	High School Concert Band	(yearly)	5.1	$2,136
	High School Pep Band	(yearly)	4.8	$2,011
	High School Jazz Band	(yearly)	6.0	$2,514
	Junior High Band	(yearly)	7.0	$2,932
	6th Grade Band	(yearly)	7.0	$2,932
	High School Choir	(June 20)	7.0	$2,932
	Junior High Choir	(June 20)	6.4	$2,681
	Color Guard	(Nov. 20)	5.0	$2,095
	Winter Guard/Drum Line	(March 20)	4.0	$1,676
	Winter Percussion Ensemble	(June 20)	4.0	$1,676
	*Elementary Musical Performances North	(June 20)	2.0	$838
	*Elementary Musical Performances North	(June 20)	2.0	$838
	*Elementary Musical Performances South	(June 20)	2.0	$838
	*Elementary Musical Performances South	(June 20)	2.0	$838
* Each staff member is responsible for working the Spring Concert plus 3 additional performances.				
Yearbook & Newspaper				
	Zem Zem Advisor	(yearly)	8.0	$3,351
	Junior High Yearbook Advisor	(June 20)	3.2	$1,341
	North Elementary Yearbook	(June 20)	3.2	$1,341

		South Elementary Yearbook			(June 20)	3.2	$1,341
Counselors (yearly)		(10 days at per diem rate of pay)					
		High School					To be determined
		High School					To be determined
		High School					To be determined
		High School					To be determined
Department Chairpersons (yearly)**							
		Fine Arts (Art & Music)					To be determined
		Business, Foreign Language & Home Economics					To be determined
		Guidance					To be determined
**Index of Department Chairperson is determined by number of people in department, excluding chairperson.							
1-2 people	4.0	$1,676.00	7- 8 people			6.4	$2,681.00
3-4 people	4.8	$2,011.00	9-10 people			7.2	$3,016.00
5-6 people	5.6	$2,346.00	11 or more people			8.0	$3,351.00
Department Coordinator (yearly)			**($2,000 + 5 Days - daily rate of pay)**				
		Englis h					To be determined
		Mathematics					To be determined
		Science					To be determined
		Social Studies					To be determined
		Special Education					To be determined
		Health and Physical Education					To be determined
Class Sponsors (June 20)							
		Freshman Class Sponsor				1.2	$503
		Freshman Class Sponsor				1.2	$503
		Sophomore Class Sponsor				1.2	$503

		Sophomore Class Sponsor				1.2	$503
		Junior Class Sponsor				3.0	$1,257
		Junior Class Sponsor				3.0	$1,257
		Senior Class Sponsor				2.0	$838
		Senior Class Sponsor				2.0	$838
Bus Supervisors (June 20)							
		Junior High				3.6	$1,508
		Junior High				3.6	$1,508
		North Elementary				3.6	$1,508
		North Elementary				3.6	$1,508
		North Elementary				3.6	$1,508
		South Elementary				3.6	$1,508
		South Elementary				3.6	$1,508
Before/After School Safety Monitor (June 20)							
		North Elementary				3.6	$1,508
		North Elementary				3.6	$1,508
		South Elementary				3.6	$1,508
		South Elementary				3.6	$1,508
		South Elementary				3.6	$1,508
Student Government & Councils (June 20)							
		H.S. Student Government				3.0	$1,257
		H.S. Student Government				3.0	$1,257
		Junior High Student Government				3.0	$1,257
		Elem. Student Council/North				2.4	$1,005
		Elem. Student Council/South				2.4	$1,005
Miscellaneous Club Sponsors (June 20)							
		Art Club				2.0	$838
		Beta Club/H.S.				2.0	$838
		Beta Club/H.S.				2.0	$838
		Multi-Cultural Workshop/H.S.				3.6	$1,508

		Multi-Cultural Workshop/H.S.				3.6	$1,508
		Dance Team				2.5	$1,047
		***H.S. Lead Drama Club				5.6	$2,346
		***H.S. Assistant Drama Club				4.2	$1,759
		Academic Quiz Team				2.4	$1,005
		National Honor Society/H.S.				4.0	$1,676
		National Honor Society/Junior High				3.6	$1,508
		Elite Ladies Club				2.5	$1,047
		Gentlemen's Club				2.5	$1,047
		L.P.D.C Members				3.6	$1,508
		L.P.D.C Members				3.6	$1,508
		L.P.D.C Members				3.6	$1,508
		L.P.D.C Members				3.6	$1,508
***In order to earn the supplemental for Drama Club, both the lead and assistant must put on two performances.							
Gifted Teacher (June 20)					5 Days Ext at Daily Rate of Pay		
		District					To be determined
		District					To be determined
M2SE Advisor (June 20)							
		High School				3.2	$1,341
		Junior High				3.2	$1,341
Elementry Teacher Based Team Leaders (TBT) (June 20)							
See Below		North (one per grade level)				5.6	$2,346
See Below		South (one per grade level)				5.6	$2,346
North			South				

Junior High Teacher Based Team Leaders (TBT) (June 20)								
							5.6	$2,346
							5.6	$2,346
							5.6	$2,346
							5.6	$2,346
Teacher Mentor Program (June 20)							4.5	$1,885
*The number of Teacher Mentors will be determined annually by administration.								
		Mentor Specialist					6.0	$2,514
		Mentor Specialist					6.0	$2,514
Resident Educator Year One								
Base Hourly Rate - Base Salary/185 Days/7 Hours								

APPENDIX G
SALARY SCHEDULES

Mt. Healthy City School District
Teachers' Salary Schedule
7-1-2022 to 6-30-2023
Base $42,520

Years Experience	B.A.	B.A.+ 150	B.A.+ 15 ADD'L GRAD	M.A.	M.A.+ 15	M.A.+ 30
0	$42,520	$44,731	$46,943	$49,153	$51,364	$53,576
	1.0000	1.0520	1.1040	1.1560	1.2080	1.2600
1	$44,731	$46,943	$49,153	$51,364	$53,576	$55,786
	1.0520	1.1040	1.1560	1.2080	1.2600	1.3120
2	$46,943	$49,153	$51,364	$53,576	$55,786	$57,997
	1.1040	1.1560	1.2080	1.2600	1.3120	1.3640
3	$49,153	$51,364	$53,576	$55,786	$57,997	$60,209
	1.1560	1.2080	1.2600	1.3120	1.3640	1.4160
4	$51,364	$53,576	$55,786	$57,997	$60,209	$62,420
	1.2080	1.2600	1.3120	1.3640	1.4160	1.4680
5	$54,353	$56,565	$58,780	$60,986	$63,198	$65,413
	1.2783	1.3303	1.3824	1.4343	1.4863	1.5384
6	$56,565	$58,780	$60,986	$63,198	$65,413	$67,620
	1.3303	1.3824	1.4343	1.4863	1.5384	1.5903
7	$58,780	$60,986	$63,198	$65,413	$67,620	$69,831
	1.3824	1.4343	1.4863	1.5384	1.5903	1.6423
8	$60,986	$63,197	$65,413	$67,620	$69,831	$72,046
	1.4343	1.4863	1.5384	1.5903	1.6423	1.6944
9	$63,197	$65,413	$67,620	$69,831	$72,046	$74,253
	1.4863	1.5384	1.5903	1.6423	1.6944	1.7463
10	$66,192	$68,402	$70,613	$72,825	$75,035	$77,246
	1.5567	1.6087	1.6607	1.7127	1.7647	1.8167
11	$68,402	$70,613	$72,824	$75,035	$77,246	$79,457
	1.6087	1.6607	1.7127	1.7647	1.8167	1.8687
12	$70,613	$72,824	$75,035	$77,246	$79,457	$81,668
	1.6607	1.7127	1.7647	1.8167	1.8687	1.9207
13	$70,613	$75,035	$77,246	$79,457	$81,668	$83,879
	1.6607	1.7647	1.8167	1.8687	1.9207	1.9727
14	$70,613	$75,035	$78,058	$81,668	$83,879	$86,090
	1.6607	1.7647	1.8358	1.9207	1.9727	2.0247
15	$70,613	$75,035	$78,058	$82,752	$85,100	$88,301
	1.6607	1.7647	1.8358	1.9462	2.0014	2.0767
16	$70,613	$75,035	$78,058	$82,752	$85,100	$89,658
	1.6607	1.7647	1.8358	1.9462	2.0014	2.1086
17	$70,613	$75,035	$78,058	$82,752	$85,100	$89,658
	1.6607	1.7647	1.8358	1.9462	2.0014	2.1086
18	$70,613	$75,035	$78,058	$82,752	$85,100	$89,658
	1.6607	1.7647	1.8358	1.9462	2.0014	2.1086
19	$70,613	$75,035	$78,058	$82,752	$85,100	$89,658
	1.6607	1.7647	1.8358	1.9462	2.0014	2.1086
20	$72,824	$77,246	$80,269	$84,963	$87,311	$91,869
	1.7127	1.8167	1.8878	1.9982	2.0534	2.1606
25	$75,035	$79,457	$82,480	$87,175	$89,522	$94,080
	1.7647	1.8687	1.9398	2.0502	2.1054	2.2126
30	$77,246	$81,668	$84,691	$89,386	$91,733	$96,435
	1.8167	1.9207	1.9918	2.1022	2.1574	2.2680

Mt. Healthy City School District
Teachers' Salary Schedule
7-1-2023 to 6-30-2024
Base $43,158

Years Experience	B.A.	B.A.+ 150	B.A.+ 15 ADD'L GRAD	M.A.	M.A.+ 15	M.A.+ 30
0	$43,158	$45,403	$47,647	$49,891	$52,135	$54,380
	1.0000	1.0520	1.1040	1.1560	1.2080	1.2600
1	$45,403	$47,647	$49,891	$52,135	$54,380	$56,623
	1.0520	1.1040	1.1560	1.2080	1.2600	1.3120
2	$47,647	$49,891	$52,135	$54,380	$56,623	$58,868
	1.1040	1.1560	1.2080	1.2600	1.3120	1.3640
3	$49,891	$52,135	$54,380	$56,623	$58,868	$61,112
	1.1560	1.2080	1.2600	1.3120	1.3640	1.4160
4	$52,135	$54,380	$56,623	$58,868	$61,112	$63,357
	1.2080	1.2600	1.3120	1.3640	1.4160	1.4680
5	$55,169	$57,413	$59,662	$61,902	$64,146	$66,394
	1.2783	1.3303	1.3824	1.4343	1.4863	1.5384
6	$57,413	$59,662	$61,902	$64,146	$66,394	$68,634
	1.3303	1.3824	1.4343	1.4863	1.5384	1.5903
7	$59,662	$61,902	$64,146	$66,394	$68,634	$70,878
	1.3824	1.4343	1.4863	1.5384	1.5903	1.6423
8	$61,902	$64,146	$66,394	$68,634	$70,878	$73,127
	1.4343	1.4863	1.5384	1.5903	1.6423	1.6944
9	$64,146	$66,394	$68,634	$70,878	$73,127	$75,367
	1.4863	1.5384	1.5903	1.6423	1.6944	1.7463
10	$67,185	$69,428	$71,672	$73,917	$76,161	$78,405
	1.5567	1.6087	1.6607	1.7127	1.7647	1.8167
11	$69,428	$71,672	$73,917	$76,161	$78,405	$80,649
	1.6087	1.6607	1.7127	1.7647	1.8167	1.8687
12	$71,672	$73,917	$76,161	$78,405	$80,649	$82,894
	1.6607	1.7127	1.7647	1.8167	1.8687	1.9207
13	$71,672	$76,161	$78,405	$80,649	$82,894	$85,138
	1.6607	1.7647	1.8167	1.8687	1.9207	1.9727
14	$71,672	$76,161	$79,229	$82,894	$85,138	$87,382
	1.6607	1.7647	1.8358	1.9207	1.9727	2.0247
15	$71,672	$76,161	$79,229	$83,994	$86,376	$89,626
	1.6607	1.7647	1.8358	1.9462	2.0014	2.0767
16	$71,672	$76,161	$79,229	$83,994	$86,376	$89,626
	1.6607	1.7647	1.8358	1.9462	2.0014	2.0767
17	$71,672	$76,161	$79,229	$83,994	$86,376	$91,003
	1.6607	1.7647	1.8358	1.9462	2.0014	2.1086
18	$71,672	$76,161	$79,229	$83,994	$86,376	$91,003
	1.6607	1.7647	1.8358	1.9462	2.0014	2.1086
19	$71,672	$76,161	$79,229	$83,994	$86,376	$91,003
	1.6607	1.7647	1.8358	1.9462	2.0014	2.1086
20	$73,917	$78,405	$81,474	$86,238	$88,621	$93,247
	1.7127	1.8167	1.8878	1.9982	2.0534	2.1606
25	$76,161	$80,649	$83,718	$88,483	$90,865	$95,491
	1.7647	1.8687	1.9398	2.0502	2.1054	2.2126
30	$78,405	$82,894	$85,962	$90,727	$93,109	$97,882
	1.8167	1.9207	1.9918	2.1022	2.1574	2.2680

MEMORANDUM OF UNDERSTANDING

This agreement is entered into between the **MT. HEALTHY CITY SCHOOL DISTRICT BOARD OF EDUCATION** ("Board") and the **MT. HEALTHY TEACHERS ASSOCIATION** ("Association").

The purpose of this Memorandum of Understanding is to clarify internal subbing procedures. It is the intent of the Board and Association that the procedure be consistent, provide opportunities to teachers who would like to volunteer for internal subbing assignments, and to share unfilled assignments with equity.

It is agreed that the internal subbing procedures shall be as follows:

1. Volunteers for subbing will be taken for each day. Teachers need to speak to the person responsible for assigning substitutes in their building by:

   a. 7:15 (Sr. High)
   b. 7:55 (Jr. High)
   c. 8:10 (South)
   d. 8:40 (North)
   e. 7:35 (ELC)
   f. 8:05 (Virtual)

2. If a building is short on volunteers for open substitute positions, then teachers will be assigned on a rotating basis during their plan times to cover classes, in accordance with the contract.

3. In the event that there is a shortage of teachers and a non-classroom teacher (e.g. intervention specialists, RTI staff, lead teacher, technology specialists, etc.) is assigned to cover a class, then that non-classroom teacher shall be paid the internal sub rate for their plan period if he/she does not receive a plan period.

4. In the event that the internal subbing procedures above do not provide the required coverage, uncovered classes may be split up at the elementary level. Students will be split equally between the remaining teachers at that grade level with the intent being to keep additional assigned students at 2-3 max per teacher. If equal distribution results in teachers having 5 or more students, the teachers shall be paid the internal sub rate for each period covered during the day, except for their plan period.

5. Teachers cannot refuse an internal substitute duty that has been assigned to them based on the rotation list.

This Memorandum of Understanding shall expire on June 30, 2025, at which time the parties shall meet to determine whether to continue its application. Unless otherwise addressed herein, the terms and provisions of the Collective Bargaining Agreement have not been modified, except as stated herein, and shall remain in full force and effect.

MT. HEALTHY CITY SCHOOL DISTRICT BOARD OF EDUCATION

Date: 8/2/22

By: _____
Superintendent

MT. HEALTHY TEACHERS ASSOCIATION

Date: 7.27.22

By: _____
President

MEMORANDUM OF UNDERSTANDING
MOUNT HEALTHY CITY SCHOOL DISTRICT AND
MOUNT HEALTHY TEACHERS' ASSOCIATION

This Memorandum of Understanding entered into this the 27 day of July, 2022 between the Mt. Healthy City School District Board of Education (hereafter the "Board") and the Mt. Healthy Teachers' Association (hereafter the "Association").

WHEREAS, the Board and the Association are parties to a collective bargaining agreement the effective dates of which are July 1, 2022 through June 30, 2025; and

WHEREAS, Senate Bill 2 established the Educators Standards Board which was required to develop standards for the master teacher designation; and

WHEREAS, the Educators Standards Board has created this process which requires the implementation of a master teacher committee; and

WHEREAS, the parties desire to fill the requirements placed upon them by Senate Bill 2 and the Educators Standards Board.

IT IS NOW THEREFORE AGREED, as follows:

1. That there is hereby established the Master Teacher Committee for the purpose of designating teachers in the building and/or District as a master teacher in accordance with the rules and regulations of the Ohio Educators Standards Board.

2. The Master Teacher Committee will be formed consisting of the current members of the LPDC.

3. The Master Teacher Committee will meet as necessary to develop its standards, operating procedures, by-laws, etc.

4. Anyone serving on the Master Teacher Committee and performing such work outside the regular work day or outside LPDC regularly scheduled meeting time shall be compensated at the base hourly rate. All committee members shall keep track of that time and submit it to the Treasurer to be paid at the end of the year.

FOR THE DISTRICT

Signature 8/2/22 Date

FOR THE ASSOCIATION

Signature 7.27.22 Date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by the **MT. HEALTHY CITY SCHOOL DISTRICT BOARD OF EDUCATION** ("Board") and the **MT. HEALTHY EDUCATION ASSOCIATION** ("Association").

WHEREAS, the Board and the Association are parties to a current Collective Bargaining Agreement in effect from July 1, 2022 through June 30, 2025

WHEREAS, the Board of Education is responsible for providing planning time for teachers within the student day, per article 9.031 of the collective bargaining agreement;

WHEREAS, the Board and the Association wish to enter into a Memorandum of Understanding regarding teacher planning time throughout the course of the contractual workday to provide planning time during the workday and outside of the student day;

NOW, THEREFORE, BE IT AGREED upon by the Board and the Association as follows:

1. For the term of this Memorandum, the Board and the Association agree to define planning time for teachers assigned to the Early Learning Center and Virtual School, as within the contractual workday and therefore, can be outside of the student day, exclusive of the member's (s') daily duty-free lunch period.

IN WITNESS WHEREOF, the duly authorized representatives of the **MT. HEALTHY CITY SCHOOL DISTRICT BOARD OF EDUCATION** and **the MT. HEALTHY TEACHERS ASSOCIATION** have executed this Memorandum on the dates opposite their signature.

MT. HEALTHY CITY SCHOOL DISTRICT BOARD OF EDUCATION

Date: 8/2/22

Superintendent

MT. HEALTHY TEACHERS ASSOCIATION

Date: 8.2.22

MHTA President

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by the **MT. HEALTHY CITY SCHOOL DISTRICT BOARD OF EDUCATION** ("Board") and the **MT. HEALTHY TEACHERS' ASSOCIATION** ("Association").

WHEREAS, the Board and the Association are parties to a current Collective Bargaining Agreement in effect from July 1, 2022 through June 30, 2025.

WHEREAS, the Board of Education is responsible for a standards-based teacher evaluation policy which conforms to the framework for evaluation of teachers as approved by the State Board of Education and aligns with the "Standards for the Teaching Profession" as set forth in State law;

WHEREAS, the Board and the Association wish to enter into a Memorandum of Understanding regarding the use of the Ohio Teacher Evaluation System ("OTES");

NOW, THEREFORE, BE IT AGREED upon by the Board and the Association as follows:

1. For the term of this Memorandum, the Board and the Association agree to implement the OTES in place of the current Collective Bargaining Agreement Evaluation System for all members who meet the definition of "teacher" in Ohio Revised Code section 3319.111.

2. Given the dynamic nature of the mandated teacher evaluation process, the Superintendent shall establish and maintain an ongoing Evaluation Policy Consultation committee ("EPC"), with continuing participation by the Association and for the express purpose of recommending necessary changes to the Board for the appropriate revision of this policy. This committee shall be comprised of the Superintendent or his/her designee and three administrators, appointed by the Superintendent, and the Association President, or his/her designee, a secondary teacher, an elementary teacher and one other member appointed by the Association President. The Committee will meet a minimum of two (2) times per year.

3. The EPC shall send out the Evaluation Guidelines to the members no later than October 1st.

3. Prior to making any changes or modifications to any of the attached documents (Board Policy, and Teacher Evaluation Handbook), the Board shall notify the Association President at least two (2) weeks in advance of any contemplated change and convene the EPC for the purposes of discussing the changes and collaborating to resolve any conflicts.

4. If consensus is not reached, and the outlying issues materially affect terms and conditions of employment, the Board will have a bargaining obligation over those areas that are in disagreement before implementation. The Association may exercise any and all rights in accordance with the

Collective Bargaining Agreement and with Ohio Revised Code Chapter 4117.

5. The decision to non-renew or terminate a teacher's regular contract shall not be solely based on the teacher's high quality student data. The member may request that the high quality student data be taken into consideration before recommendation of nonrenewal.

IN WITNESS WHEREOF, the duly authorized representatives of the **MT. HEALTHY CITY SCHOOL DISTRICT BOARD OF EDUCATION** and **the MT. HEALTHY TEACHERS' ASSOCIATION** have executed this Memorandum on the dates opposite their signature.

MT. HEALTHY CITY SCHOOL DISTRICT BOARD OF EDUCATION

Date: 8/2/22

Superintendent

MT. HEALTHY TEACHERS' ASSOCIATION

Date: 7 27 22

MHTA President

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by the **MT. HEALTHY CITY SCHOOL DISTRICT BOARD OF EDUCATION** ("Board") and the **MT. HEALTHY TEACHERS' ASSOCIATION** ("Association").

WHEREAS, the Board and the Association are parties to a current Collective Bargaining Agreement in effect from July 1, 2022 through June 30, 2025.

WHEREAS, the Agreement contains a provision regarding the availability and use personal leave;

WHEREAS, the parties wish to develop a pilot program for the 2022-2023 school year regarding personal leave.

NOW, THEREFORE, BE IT AGREED upon by the Board and the Association as follows:

1. For the purposes of Article 10.071 through 10.073, no more than eight percent (8%) of members in each building may use personal leave on a given day. For the purposes of determining these amounts, upon application of the percentage to the building member population, if the number is 0.5 or higher, it shall be rounded up. Except as otherwise provided, the request for personal leave must be submitted through the electronic attendance system to the building principal at least forty-eight (48) hours prior to the requested day. For use of personal leave in May, the request must be submitted no later than April 1. These percentages may be extended in cases of emergency or at the discretion of the building principal.

2. The parties will meet at the end of the 2022-2023 school year to review personal leave usage for that school year and the effectiveness of this provision in regards to attendance. At that time, the parties may extend this MOU, revise the MOU or discontinue the MOU. If the parties cannot agree as to the extension of this MOU or a revised MOU, the MOU shall expire and the current contract language shall be reinstated.

3. Nothing herein shall be precedent setting or bind either party in any future proceedings.

IN WITNESS WHEREOF, the duly authorized representatives of the **MT. HEALTHY CITY SCHOOL DISTRICT BOARD OF EDUCATION** and **the MT. HEALTHY TEACHERS' ASSOCIATION** have executed this Memorandum on the dates opposite their signature.

MT. HEALTHY CITY SCHOOL DISTRICT BOARD OF EDUCATION

Date: 8/2/22

Superintendent

MT. HEALTHY TEACHERS' ASSOCIATION

Date: 7.27.22

MHTA President

MEMORANDUM OF UNDERSTANDING BETWEEN THE MOUNT HEALTHY CITY SCHOOL DISTRICT AND MOUNT HEALTHY TEACHERS' ASSOCIATION

This Memorandum of Understanding entered into this **the 27th day of May, 2021** between the Mt. Healthy City School District Board of Education (hereafter referred to as the "Board of Education") and the Mt. Healthy Teacher's Association (hereafter referred to as the "Association").

WHEREAS, the Board and the Association are parties to a collective bargaining agreement the effective dates of which are July 1, 2021 through June 30, 2022; and

WHEREAS, the Agreement includes all members of the bargaining unit.

WHEREAS, the Board of Education recognizes the importance of professional development for improving the quality of instruction students receive, improving student learning, and strengthening professional proficiency; and

WHEREAS, effective professional development enables educators to develop the knowledge and skills they need to address students' learning challenges; and

WHEREAS, research has shown that professional development that enhances teaching quality and school leadership are the most important factors in raising student achievement; and

WHEREAS, the district is engaged in professional development training focused on Orton Gillingham to improve student achievement; and

WHEREAS, the parties wish to ensure that staff participating in the professional development remain in the district for 2 (two) years or reimburse the cost associated with the trainings.

IT IS NOW THEREFORE AGREED, as follows:

1. Each staff member receiving Orton Gillingham professional development, during the summer of 2021, will remain in the district for 2 years; if a teacher is no longer with the Mt. Healthy school system, the staff member will reimburse the district for the total cost of the training and stipend paid.

2. The estimated cost for the training is as follows:
   a. $1,175.00 for each employee (registration)
   b. $1,192.61 for 30 hours (stipend)

3. If the cost of the professional development training increases or changes the amount will increase or change for the staff member exiting the district.

4. The method of repayment will be determined by the Treasurer. The cost may be taken from the staff members' check by the Treasurer's Office.

5. The timeline begins with professional development on July 12, 2021. Staff receiving /participating in the July professional development will reimburse the district **if** they are not employed for any reason after the July 12th date.

6. This Memorandum of Understanding shall set no precedent for any future action by the Board of Education or the Association with respect to any other position in the future, and shall not be the basis for any argument for precedent or past practice under the collective bargaining agreement between the Board of Education and the Association.

7. The Memorandum of Understanding will conclude July 30, 2022.

MT. HEALTHY SCHOOL DISTRICT BOARD OF EDUCATION

Superintendent

Date: 5/27/21

MT. HEALTHY TEACHERS ASSOCIATION

Association President

Date: 6·11·21