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A G R E E M E N T

BETWEEN THE

MEDINA CITY SCHOOL DISTRICT

AND THE

MEDINA CITY TEACHERS ASSOCIATION

Effective

July 1, 2025 through June 30, 2028

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ARTICLE I

RECOGNITION

1.01 TERMS OF RECOGNITION

1.011 Recognition Defined

The Board of Education of the Medina City School District (hereinafter "Board") shall continue to recognize the Medina City Teachers Association affiliated with the Ohio Education and the National Education Association (hereafter "Association") as the exclusive bargaining representative for a bargaining unit composed of all regularly employed certificated classroom teachers, school counselors, media specialists, and teachers and coordinator for the District's talented and gifted students program (bargaining unit members) and all other bargaining unit members specified under 7.13, Teacher on Other Assignment.

60-day substitutes, 120-day substitutes, daily substitutes, building substitutes, psychologists, hourly-rated home instruction tutors (unless full-time employed in a bargaining unit position in which case the employee is a bargaining unit member to that extent) and management level and/or supervisory employees (e.g., the Superintendent, Assistant Superintendent, Director of Instruction, Director of Student Services, Director of Human Resources, Director of Business Affairs, Human Resources Specialist, Director of Community Relations, Treasurer, Assistant Treasurer, Athletic Director, Assistant Athletic Director, Principals, Assistant or Associate Principals, Intervention/Title Services Coordinator, Director of Technology, and Administrative Intern on Administrative Contract) shall continue to be excluded from the bargaining unit.

ARTICLE II

NEGOTIATIONS PROCEDURE

2.01 DEFINITION OF TERMS

2.011 No Reprisal

Representatives of the Board and Association shall participate in negotiations freely without fear of penalty or sanction, reprisal, or recrimination.

2.012 Good Faith Bargaining

Representatives of the Board and the Association will negotiate in good faith all matters within the authority of the Board to resolve.

2.02 TIMETABLE FOR NEGOTIATIONS

2.021 Notice of Intent to Open Negotiations

If either party desires to open negotiations for a successor Agreement, it shall notify the other party in writing not sooner than ninety (90) days nor later than sixty (60) days prior to the expiration date of this Agreement. Notification in writing from the Association shall be delivered to the Superintendent and from the Board shall be delivered to the President of the Association. The party giving notice shall also serve a copy of the written notice, together with a copy of this Agreement, on the State Employment Relations Board.

2.022 Initial Meeting

Within ten (10) days after receipt of such notice, but not later than fifty-five (55) days prior to the expiration date of this Agreement, an initial meeting will be held at which each party will submit, in writing, its proposal(s). Thereafter, additional items shall not be submitted by either party unless the other party consents.

2.03 NEGOTIATION MEETINGS

2.031 Time of Meetings

A. Meetings shall be at reasonable intervals, places, and times.

B. If negotiation meetings between the Board and/or its representative(s) and the Association are scheduled during the work day, each member of the Association's Negotiating Team will be relieved of all regular duties.

2.032 Meeting Notification

Where unforeseen circumstances make it impossible for the chief negotiator of either team to be in attendance, or cause them to be late, it shall be the duty of that team to notify the other as promptly as possible and both sides shall thereupon agree to the time for the next negotiation session.

2.033 Attendance at Meetings

Meetings shall be closed to the press and the public. Representation shall be limited to a maximum of seven (7) representatives of the Association and seven (7) representatives of the Board.

2.034 Caucuses

Either party may recess for a caucus, of reasonable length, at any time.

2.04 EXCHANGE OF INFORMATION

Each party shall furnish the other, upon reasonable request, all available information pertinent to the issue under negotiation and not privileged by law. The expense of providing such information shall be borne by the party requesting it and such party shall initial for receipt of the requested item(s).

2.05 PROGRESS REPORTS

Periodic progress reports may be issued during negotiations to the public, provided, any such news releases shall have the prior approval of both parties.

2.06 AGREEMENT

2.061 Tentative Agreement

Tentative Agreement on negotiated items shall be reduced to writing and initialed by a representative of each party.

2.062 Final Agreement

The final Agreement reached through negotiations shall be reduced to writing and submitted to the Association for approval. Upon approval by the Association, the Agreement shall be submitted to the Board for approval. If approved by both parties, the Agreement shall then be signed on behalf of the parties.

2.07 DISAGREEMENT

If agreement is not reached by thirty (30) days prior to expiration of this Agreement, either party may request the services of a mediator.

2.08 EXCLUSIVITY OF PROCEDURE

The negotiations procedure set forth in this Article supersedes and takes precedence over any inconsistent time limits or procedure set forth in Section 4117.14 of the Ohio Revised Code. Mediation, as set forth in 2.07, constitutes the parties' mutually agreed upon, exclusive dispute settlement procedure and shall operate in lieu of any and all of the settlement procedures set forth in Section 4117.14 of the Ohio Revised Code. In the event mediation does not result in an Agreement by the expiration date of this Agreement (or such subsequent date as the parties may mutually agree upon), Section 4117.14(D) (2) of the Ohio Revised Code will apply. The Parties agree that any of the negotiation procedures set forth in Article 2 of this Agreement can be revised on a negotiation-by-negotiation basis via written agreement between the Association President and Superintendent or designee.

ARTICLE III

GRIEVANCE PROCEDURE

3.01 DEFINITION OF TERMS

3.011 Grievance Defined

A. A "grievance" is any alleged violation of this Agreement or any dispute with respect of its meaning or application.

B. All grievances shall be filed at the lowest possible level. The lowest possible level means that level of the grievance procedure at which the administrator hearing the grievance has authority to make a decision.

3.02 RIGHTS OF THE INDIVIDUAL

3.021 Representation

A grievant may appear on their own behalf or may be represented at any and all steps of the grievance procedure by an Association representative or its counsel.

3.022 No Reprisal

The fact that a bargaining unit member files a grievance shall not be recorded in their personnel file or in any file used in the transfer, re-assignment, or promotion process; nor be used in any recommendation for re-employment or recommendation for other employment; nor shall the grievant, the Association, or its officers, or any member of the Board, or employee of the District be placed in jeopardy or be the subject of reprisal or discrimination for having followed or participated in this grievance procedure.

3.03 ASSOCIATION RIGHTS

3.031 Procedures

A. The grievant and grievance chairperson of the Association shall receive prior notice of each meeting held to resolve a grievance formally filed. Decisions rendered at each formal level will be made in writing on the form appearing in Appendix A and will be transmitted promptly to the grievant and the grievance chairperson of the Association.

B. The Association may withdraw its support of a grievance at any time.

C. A grievance that affects more than one bargaining unit member may be filed by the Association on behalf of all affected members.

3.04 TIME LIMITS

3.041 Maximum Limits

The number of days indicated at each step is considered a maximum. The time limit specified, however, may be extended by written agreement of the parties.

3.042 Date of Formal Filing

If a written grievance (Level II) is not filed within twenty (20) days after the act(s) of condition(s) giving rise to the grievance occurred, the grievance shall be considered waived. If a grievant cannot reasonably be charged with knowledge of such act(s) or condition(s) on the date of occurrence, this time limit shall be measured from the date upon which the grievant may reasonably be charged with such knowledge.

3.043 Failure to Appeal

If a decision on a grievance is not appealed within the time limits specified at that level of the procedure, the grievance will be deemed settled on the basis of disposition at that level and further appeal shall be barred.

3.044 Failure of Administrator to Respond

Failure at any level of the procedure of an administrator to communicate a decision within the specified time limit shall permit the grievant to proceed to the next level of the grievance procedure.

3.045 Recess Period

In the event a grievance is filed at such time that it cannot be resolved by the close of a work year, the grievance shall continue on time limits, until resolution of such grievance. The parties may mutually agree to extend any or all levels to a certain time. In the event a grievance cannot be resolved before the commencement of Christmas or Spring Recess, further attempts at resolution shall be postponed until the return to school following the recess, unless the parties otherwise agree (the parties shall so agree where irreparable injury would result from a postponement).

3.046 Absence of Administrator

The temporary absence of a principal or the Superintendent shall toll the running of the days during the absence of such principal or Superintendent, but in no case for more than five (5) additional days, unless the parties mutually agree to extend the time to a specific later date.

3.05 HEARINGS

Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. Such hearings shall be conducted so that they do not conflict with the teaching responsibilities of any bargaining unit member involved and do not require the expenditure of any funds on the part of the Board, the Grievant and/or the Association at Levels I through III.

All hearings held under this procedure shall be structured so that due process under the circumstances is accorded both sides.

3.06 PROCEDURAL STEPS

3.061 Level I: (Initial Discussion)

If a bargaining unit member or the Association acting pursuant to the limited provisions of 3.031(C), believes there is a basis for a grievance, they must first discuss the matter with the appropriate administrator, at the lowest possible level according to 3.011(B) in an effort to resolve the problem. If the administrator approached is not the appropriate one, that administrator will direct the grievant to the appropriate administrator at the lowest possible level.

3.062 Level II: (Supervisor)

A. If the Grievant is not satisfied with the results of Level I, or is unable for cause beyond their control to discuss the matter with their immediate supervisor within the time limit in 3.042, they may file a formal written grievance, on the form appearing in Appendix A, to their immediate supervisor.

B. Within five (5) days of receipt of the written grievance, the supervisor shall make a written and signed decision on the form.

3.063 Level III: (Superintendent)

A. If the Grievant is not satisfied with the result of Level II, they may continue the formal procedure by submitting the formal grievance to the Superintendent or their designee within five (5) days after receipt of the Level II decision.

B. Within five (5) days of receipt of the form, the Superintendent or their designee shall make a written and signed decision on the form.

3.064 Level IV: (Arbitration)

A. If the grievance is not resolved at Level III, within ten (10) days after the Association's next regularly scheduled Executive Committee meeting, but in no event more than thirty (30) days after the receipt of the Level III decision, the Association only may request a hearing by an Arbitrator.

B. The Arbitrator shall be selected pursuant to The Voluntary Labor Arbitration Rules of the American Arbitration Association.

C. The Arbitration shall be conducted pursuant to The Voluntary Labor Arbitration Rules of the American Arbitration Association.

D. The American Arbitration Association's administrative fee and the cost of the Arbitrator shall be equally shared by the Board and the Association. If the parties mutually agree to hold an arbitration at a site for which a charge is incurred, the cost shall be equally shared by the Board and the Association. If a party requests a transcript, the reporter's fee will be paid solely by the requesting party unless the other party orders a copy in which case the fee will be equally shared by the Board and the Association; it is mutually understood and agreed that, if a party does not order a copy of the transcript, that party shall not be entitled to obtain access in any manner to the transcript in preparing its brief to the arbitrator.

E. The decision of the Arbitrator shall be rendered as promptly as possible and shall be binding on all of the parties. The Arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any terms of this Agreement nor shall they make any decision contrary to law as determined by a court of competent jurisdiction.

3.065 Shared Leadership Team

A. In an effort to identify, understand, and resolve problems in matters of mutual concern and to maintain peak efficiency at all levels, the Board and Association have established a joint Shared Leadership Team (SLT). The purpose of the SLT, a group of professional educators representing the certificated teaching and administrative staff of the District, will be to enhance education and the environment in which it occurs and to seek to provide leadership which will evolve in shared problem solving and consensus decision making based on trust and mutual respect. The SLT will operate under guidelines which are established by the SLT itself and which are subject to review by the consensus of the SLT.

B. The Shared Leadership Team does not replace the grievance process.

ARTICLE IV

EXCLUSIVE ASSOCIATION RIGHTS

4.01 RIGHT TO PAYROLL DEDUCTION OF DUES

4.011 Authorization for Deduction

A. Upon written authorization of a bargaining unit member, the Board shall deduct from the individual's wages the prescribed amount of United Education Profession membership dues.

B. The enrollment period for such deductions shall be from September 1 to October 20 each school year. Bargaining unit members who are hired after October 20 in any school year will begin deductions within two (2) pay periods of joining the bargaining unit.

4.012 Length of Authorization

Authorization shall be on a continuing basis from year to year unless a request for withdrawal is submitted, in writing to the Treasurer, as provided in 4.013.

4.013 Notification of Withdrawal of Authorization

Such deduction shall be irrevocable for periods of one (1) year except that authorization may be withdrawn during a period of fifteen (15) days each year ending August 31. Notification of desire to withdraw payroll deduction authorization shall be submitted, in writing, by the bargaining unit member to the Treasurer during such fifteen (15) day period. The Treasurer will notify the Association President via District email of all membership drops, as referenced above, by September 30 of each year.

4.014 Schedule of Deductions

A. Deductions shall be made monthly in ten (10) equal installments beginning October and ending in July except in the case of members who enroll after October 20. For those members, deductions will be divided equally between the enrollment date identified in 4.011 B and will end in August.

B. The balance of the annual deduction shall be deducted from the final paycheck of a bargaining unit member resigning their position, receiving a leave of absence, or having their employment terminated after October 20 of any school year during the duration of this Agreement.

4.015 Transmittal of Deductions

Dues deducted from a bargaining unit member’s pay shall be immediately forwarded to the Association Treasurer at the designated email address.

4.02 RIGHT TO CONDUCT ASSOCIATION BUSINESS

4.021 Leave to Conduct Association Business

A. Subject to the Paragraph C below, the Superintendent shall grant an accumulative total of up to thirty-five (35) days leave per school year for bargaining unit members to conduct Association business.

B. The Association President shall notify the Superintendent five (5) days in advance of the day the bargaining unit member shall be absent. However, in the case of an emergency, notice to the Superintendent shall be made as far in advance of the absence as is possible in order that proper arrangements for handling the duties of the bargaining unit member can be made.

C. The Association President and the Superintendent shall consult collaboratively to design a daily work schedule for the President that includes contiguous lunch and planning periods and one (1) release period (which release period will also be contiguous, if feasible). If the teaching schedule of any Association President presents logistical problems in satisfying the above additional release time beyond the contiguous lunch and planning, the Superintendent and Association President will meet for the purpose of reaching consensus on such scheduling. For as long as a release time arrangement exists under this Paragraph, the number of leave days granted under Paragraph A above will not exceed thirty (30) per school year.

4.022 Access to Buildings to Conduct Association Business

In order for the Association to administer this Agreement properly for the benefit of the bargaining unit members and the District and to otherwise properly represent the bargaining unit members, the representatives of the Association will have access to all school buildings and to all members, provided that the exercise of this right does not interfere with the educational program.

4.023 Association Meeting Night

The third Wednesday of every month will be recognized as an Association meeting night. Administrators will take reasonable efforts to avoid scheduling building or district meetings on these dates. If a building or district meeting is scheduled on one of these dates, a building representative or Association President may contact the administrator and request that the meeting be moved. If reasonably possible, the administrator will reschedule the building or district meeting.

4.03 RIGHT TO INFORMATION

4.031 Agenda and Minutes of Board Meetings

The President of the Association, through the District's use of BoardDocs online, will be provided with copies of minutes of official meetings of the Board and all other documents that Board members receive, that are distributed to Board members at official meetings of the Board as soon as possible after such meetings, but not including:

1. Materials, the release of which is prohibited by law;

2. Materials, the non-release of which is permitted under the law; and

3. Materials given to Board members which do not have to do with the meeting or future Board action.

If not available on BoardDocs at least two (2) days prior to the Board meeting, a copy of the official agenda of the meeting, and any such related attachments, will be given to the same designee at least two (2) days prior to the meeting.

4.032 Newly Employed Bargaining Unit Members

A. The Association will be provided with the name, job title, work location, home address, home email address, and phone number when available of a newly employed bargaining unit member as soon as such information is available.

B. The Association will have the right to have placed in the Superintendent's packet to a new bargaining unit member a letter, prepared by the Association, informing the member that the Association is recognized as the exclusive bargaining representative for all members in the District.

C. Each year, the Association will be provided up to two (2) hours, including lunch, to meet with new bargaining members on the district dedicated New Teacher Orientation Day.

4.033 Retiring Bargaining Unit Member

The Association will be provided with the name and address of a retiring bargaining unit member as soon as such information is available.

4.034 Other Information

The Board will, upon request, provide the Association with any data which will assist it in developing intelligent, accurate, informed, and constructive programs on behalf of the bargaining unit members and their students, together with any other available information which may be necessary for the Association to formulate programs or process grievances under this Agreement.

4.04 RIGHT TO USE BOARD PROPERTY

4.041 Building and Facilities

A. The Association will have the right to use school buildings without cost at reasonable times for meetings.

B. If the Association chooses to use a building at a time when a custodian is not normally on duty, the Association shall pay to have a utility worker attend the building during the time of the meeting.

4.042 Inter-School Mail

A. The Association will have the right to place an Association identification on the mailboxes of all members of the Association and to place notices, circulars and other material in the mailboxes of all bargaining unit members.

B. The Association will have the right to use the inter-school mail system and district email to distribute material of the type described above.

4.05 NO REPRISALS

No reprisals will be taken against any bargaining unit members by reason of their membership in the Association or participation in any of its activities. The Board's obligation to consider and process a grievance alleging a violation of this provision is contingent upon the Grievant voluntarily and knowingly waiving any right to file an unfair labor practice charge with the State Employment Relations Board involving the same circumstances. If an unfair labor practice charge has already been filed, the Board's obligation to consider and process the grievance is contingent upon dismissal of such previously filed charge.

4.06 TEACHER PROFESSIONAL ORGANIZATION STIPENDS

Consistent with Rule 3307-6-01 of the Ohio Administrative Code, the Board will pay a stipend to the Association President, Vice President, Secretary, and Treasurer. The Association shall certify the stipend amounts to the Board's Treasurer, which can in no event exceed the maximum allowed by Rule 3307-6-01. The Association shall promptly and fully reimburse the Board for the total cost of stipends, including any applicable retirement costs.

ARTICLE V

COMPENSATION

5.01 SALARY SCHEDULE

5.011 Salaries

A. The salary of a bargaining unit member covered by this Agreement is set forth in Appendix C.

B. A bargaining unit member employed for less than a full day, as defined in 8.021, shall be compensated at the rate of one-seventh (1/7) of the per diem salary of their proper placement on the Salary Schedule, as provided for in 5.014, for each hour or fraction thereof they work.

5.012 STRS Pickup

The STRS pickup pertains to that portion of the bargaining unit member's individual retirement contribution paid directly to STRS by the Board in addition to stated salary. The STRS pickup will be 4% with the remainder of the individual's contribution paid by the employee through payroll deduction.

5.013 STRS Pickup on the Pickup (See Appendix J)

The STRS pickup described above is considered to be income for which retirement contributions must also be contributed to STRS. Therefore, when paying *pickup on the pickup,* the Board is paying that portion of the employee's normally withheld contribution known as the STRS pickup, i.e. 4%, and an additional 14% of that 4%. This 14% of the 4% is the *pickup on the pickup.*

5.014 Placement on the Salary Schedule

A. The Board agrees to hire into the bargaining unit only persons holding a valid teaching certificate/license, issued by the Ohio Department of Education for every teaching assignment.

B. At the time of initial employment full credit for up to ten (10) years of teaching experience shall be given in accordance with the provisions of Appendix C. However, the Board is only obligated to give placement credit on the salary schedule of three (3) years of previous teaching experience which may be fewer years of teaching experience than otherwise would apply. This provision will supersede the requirements of Ohio Revised Code Section 3317.13A and 3317.14. Teaching experience is defined as teaching in a school that holds a state charter such as a public school, private state chartered schools in state or out of state. Excluded are private schools without state charters. Teaching experience granted must have been in a position that required a valid state teaching certificate/license. Included in the aforementioned ten (10) years credit

may be up to five (5) years of military experience as defined in the Ohio Revised Code.

C. A bargaining unit member with previous teaching experience in the District shall, upon re-employment by the District, receive full credit on the Salary Schedule (Appendix C) for all teaching experience and/or military experience as defined in Section 3307.75 of the Ohio Revised Code.

D. A bargaining unit member with previous teaching experience in the District who has not been engaged in teaching or other related activities specified above, and who completed at least one hundred twenty (120) days of teaching service in their last year of employment by the Board shall, upon re-employment by the District, be restored to the next position on the Salary Schedule above that which they left.

E. A teacher who is hired into the bargaining unit shall be given credit of one (1) year on the Salary Schedule for each one hundred twenty (120) full days (840 hours) of service they rendered as a substitute teacher within a given school year.

F. A tutor who is appointed to a full-time position in the bargaining unit as a regular teacher shall be given credit of one (1) year on the salary schedule for each eight hundred forty (840) hours of service as a tutor in the District.

G. Placement on the columns of the Salary Schedule, designated as "BS+" and "MS+" shall be based upon hours earned after completion of the respective degree.

H. In the event a bargaining unit member holds two (2) MS degrees earned simultaneously, credit for one (1) MS degree will be given in the MS+ column by subtracting the total number of hours to obtain the MS degree with the highest hour requirement from the total number of MS program hours earned in both degrees. Graduate credit hours may be counted only once, although they may have been applied to both degree programs.

5.015 Advancement on the Salary Schedule

A. Upon completion of academic requirements for horizontal movement on the Salary Schedule and the filing of evidence of such accomplishment with the Superintendent, the salary increment shall become effective at the beginning of the school year, on January 1st and/or April 15th, as appropriate. Evidence shall be the transcript of the coursework completed or, if not available, written certification by the Professor(s) with the transcript to follow. A bargaining unit member filing the evidence of qualification for horizontal movement on the Salary Schedule shall begin to receive payment for such movement no later than the second (2nd) pay date following the filing of such evidence.

B. After initial placement on the Salary Schedule, a bargaining unit member employed under a contract of employment that calls for fewer than one

hundred eighty-four (184) days in a school year (that is, under a contract that calls for less than the work year contemplated in 8.01) shall be advanced on the Salary Schedule at the beginning of any semester after they have completed one hundred twenty full (120) days (840 hours) of teaching since their last advancement on the Salary Schedule.

C. After initial placement on the Salary Schedule a bargaining unit member employed for less than a full day, as defined in 8.02, shall be advanced on the salary schedule at the beginning of any semester after they completed eight hundred forty (840) hours of teaching since their last advancement on the Salary Schedule.

D. After initial placement on the Salary Schedule a bargaining unit member who has been employed on both a per diem and a per hour basis shall be advanced one (1) step on the Salary Schedule at the beginning of any semester after they have completed one hundred twenty (120) full days (840 hours) of service since their last advancement as determined through a calculation which combines their per diem and per hour service.

E. For those employees who, in a contracted year will meet or exceed 120 days/840 hours of service, advancement on the Salary Schedule will take place at the beginning of the next school year following the completion of the 120 days/ 840 hours of service.

F. Any individual seeking horizontal movement on the Salary Schedule must complete an Individual Professional Development plan on District forms and submit the plan to the Local Professional Development Committee. Individuals may only use coursework from an accredited four-year college and/or university. The coursework must follow all guidelines set by the LPDC.

5.016 Local Professional Development Committee

A. A District-wide Local Professional Development Committee (LPDC) shall be established in accordance with Ohio Revised Code. The responsibilities of this committee shall include, but not be limited to, approving individual professional development plans for license renewal.

B. Adequate release time shall be granted to study requests, to research programs/in-service activities, and obtain/develop programs for CEU's; if members of the LPDC determine to conduct some of their meetings/activities outside the school day, each member will be compensated at the curriculum planning rate.

C. The Board shall provide reasonable facilities, supplies, and services to the LPDC.

D. The LPDC shall be comprised of five (5) members, three (3) Association members appointed by the Association President and two (2) Administrators appointed by the Superintendent or designee. Each teacher member of the LPDC shall serve a term of three (3) years.

E. The LPDC shall determine the frequency, dates and times of the meetings.

F. Decisions will be made by consensus.

G. The Individual Professional Development Plan shall not be used as a part of the evaluation process.

H. The LPDC shall develop and maintain an appeals procedure.

I. The decisions of the LPDC are not grievable.

5.02 PAYROLL PRACTICES

5.021 Pay Dates

A. A bargaining unit member shall be paid in twenty-six (26) biweekly pays.

B. A bargaining unit member will have their pay electronically deposited into their account. All bargaining unit members will receive a pay stub confirmation.

5.022 Pay Day Falling on Day School is Closed

If the scheduled pay day falls on a day that is not a scheduled work day, pay shall be deposited on the last work day before the closing upon which the Board's administrative office is open for business.

5.023 Payment for Co-curricular Activities

A. A bargaining unit member contracted to perform a co-curricular activity shall be paid for their services in one (1) installment for seasonal activities. For annual activities, payment will be divided equally among all paychecks in the current school year, in a lump sum at the request of the bargaining unit member.

B. Payment for seasonal activities shall be made no later than the second (2^{nd}) pay date following the completion of the individual's co-curricular duties.

C. When such payment is made in one (1) installment, Federal withholding shall be treated in accordance with Internal Revenue Service regulations. No more than two (2) such payments per employee, per pay date, may be made on this basis.

D. A bargaining unit member performing additional duties will be compensated for all such participation in accordance with the provisions of Appendix D of this Agreement.

5.024 Lump Sum Pay During Work Year

In the event the individual teaching Contract is terminated by either party during the school year, the total sum due the bargaining unit member, as of the date of termination, shall be paid at the next scheduled pay day following the last day of service by the member.

5.025 Lump Sum Pay At End Of Work Year

A. In the event the individual teaching Contract is terminated, or not renewed, by either party at the end of the school year, the total sum due the bargaining unit member shall be paid at the next scheduled pay day following the close of the work year, if the member makes a written request by May 15.

B. In the case of resignation or non-renewal, benefits to continue through August 31, unless cancelled by the bargaining unit member. In no case are benefits to be continued for an individual retired under the State Teachers Retirement System (STRS).

5.03 SUMMER SCHOOL

5.031 A. A bargaining unit member employed as a teacher in the summer school program shall be compensated at the hourly rate set forth in Paragraph B below for each hour, or fraction thereof rounded to the nearest quarter (1/4) hour, the member teaches.

B. The hourly rate shall equal one-sixth (1/6) of the per diem salary of the 0 Step of the BS Column of the salary schedule in effect on June 1 of the calendar year in which the summer school service occurs.

5.032 Method of Payment

A. A bargaining unit member contracted to perform duties in the summer school program shall be paid for their services in one (1) installment for each session they are employed.

B. The payment shall be made no later than the second (2^{nd}) pay date following the close of the summer school session in which they performed duties.

C. Federal withholding taxes for summer school pay shall be treated in accordance with Internal Revenue Service regulations.

5.033 Voluntary Participation in Summer Program

Participation of a bargaining unit member in the summer school program will be strictly voluntary.

5.04 SUBSTITUTING DURING PLANNING PERIOD

5.041 Rate of Compensation

120-day substitutes, 60-day substitutes who are assigned to one specific teaching position, and bargaining unit members who substitute during their planning period shall be compensated at the rate of one-sixth (l/6) of the per diem salary of the 0 step of the BS Column of the Salary Schedule in effect September 1 of that work year. Such compensation shall be paid for each hour or fraction thereof the member substitutes.

5.042 Voluntary Participation

Within ten (10) work days after the start of each work year all bargaining unit members shall be canvassed and a roster shall be made indicating those members willing to substitute during their planning period(s). Only those members listed on the roster may be asked to substitute during their planning period(s). No member listed on the roster will be required to substitute during their planning period without such person's consent. The building administrator shall update the list of volunteers as needed throughout the school year. For the purposes of clarification, all substitutes may be assigned to substitute during their planning period(s) since they are not members of the bargaining unit.

5.043 Restrictions

A. A bargaining unit member may be asked to supervise classes and/or students other than their normally assigned duties, only when it is impossible to employ a qualified substitute. If a member agrees to substitute for a class during their duty period, substitute pay shall not apply.

B. A bargaining unit member asked to supervise classes and/or students in addition to their normally assigned duties will only be asked to do so during their planning period(s) in accordance with 5.042.

5.05 WORK OF THE DISTRICT

5.051 Rate of Compensation

A. A bargaining unit member who is asked and gives time outside the work day, as defined in 8.02, for curriculum development and/or other work of the District, will receive compensation at the rate of $30.00 per hour or fraction thereof (rounded to the nearest quarter (1/4) hour) worked.

In lieu of the compensation offered above, if the Association and the Administration reach agreement that work outside of the work day will qualify, a bargaining unit member may elect to receive Honeycomb credit for work outside of the school day if it is available. Honeycomb credit may be available in either six (6) hour or three (3) hour increments as

determined by agreement between the Association and the Administration.

B. Money received by the District for specific projects/grants will be compensated at a mutually agreed upon rate between the Association and the Administration subject to the approval of the Superintendent's designee. (Not to exceed compensation referred to in 5.051(A).)

5.06 SEVERANCE PAY

5.061 Right to Severance Pay

A bargaining unit member with five (5) or more years of teaching experience in the District, who terminates their employment in the District with the expressed intent to leave the field of education shall receive severance pay.

5.062 Calculation of Severance Pay

A. Severance pay will be based upon the daily rate of pay as determined from the individual's basic teaching Contract, (last Contract in pay status), exclusive of all supplemental Contracts and allowances last in effect prior to the termination of employment.

B. Severance pay will be given for all days of accumulated sick leave, at the time of termination, up to forty (40) days. For a bargaining unit member who has accumulated more than forty (40) days of sick leave, those days in excess of forty (40) will be multiplied by one-half (l/2) and added to the initial forty (40) days. Except as provided in 5.062(C) and (D) no member shall receive a severance pay equal to more than sixty (60) days' pay.

C. A bargaining unit member who takes a service retirement benefit in accordance with Section 3307.58 of the Ohio Revised Code, will be given a severance pay benefit for all days of accumulated sick leave, at the time of termination, up to forty (40) days. If the member has accumulated more than forty (40) days of sick leave, those days in excess of forty (40) will be multiplied by one-half (1/2) and added to the initial forty (40) days. However, the member shall not receive a severance pay equal to more than eighty (80) days' pay.

D. Additional severance pay shall be credited to only those bargaining unit members qualifying under the language specified in 5.062(C) according to the following schedule:

If, by May 31 of the year of retirement, the bargaining unit member's accumulated sick leave total equals the number of days specified below, the indicated cash incentive will be added to the severance calculation described in 5.062(C):

250 days accumulated sick leave	$1000
265 days accumulated sick leave	$1500
280 days accumulated sick leave	$2000
295 days accumulated sick leave	$3000

E. An additional Attendance Award of one thousand (1,000) dollars shall be granted to those bargaining unit members who have two hundred ninety-five (295) days of accumulated sick leave as of May 31st of the year of retirement and who have a ninety-seven (97) percent attendance record (contracted days) in their final three (3) years of employment.

Sick Leave and Personal Leave only shall count against the bargaining unit member's attendance average.

5.063 Method of Payment

A. A bargaining unit member eligible for a severance pay benefit shall receive such benefit in a lump sum payment.

B. The lump sum payment shall be paid at the time of the first (1st) pay date in January of the calendar year following termination of employment unless the bargaining unit member requests, on or before April 15 in the final year of employment, that the payment be made at the time they receive their last pay check.

C. Federal withholding for severance pay shall be treated in accordance with the Internal Revenue System's regulations.

5.064 Restrictions

Receipt of severance pay shall eliminate all sick leave credit accrued by that individual.

5.07 REIMBURSEMENT FOR MILEAGE

5.071 Right to Reimbursement

A. A bargaining unit member who is required to use their own automobile in the performance of their duties and a member who is assigned to more than one (1) school per work day shall be reimbursed for all such travel. With respect to a member required to drive a District suburban in connection with their duties, if the member is required to go to the District's transportation facility for the vehicle, they shall be reimbursed for travel from the member's building of origin to the facility and for the return.

B. A bargaining unit member who chooses to use their own automobile in the performance of their duties when school transportation is provided will not be eligible for reimbursement.

5.072 Rate of Reimbursement

A. The reimbursement shall be, at all times, the rate allowed by the Internal Revenue Service in effect at time of travel.

B. The rate of reimbursement shall apply to all driving done between arrival at the first location at the beginning of the work day and departure location at the end of the work day.

5.073 Method of Payment

A. A claim for mileage reimbursement shall be made by the bargaining unit member submitting a mileage report provided by the Board.

B. Payment of mileage reimbursement shall be within thirty (30) days following the submission of the mileage report.

5.08 EXTENDED TIME

All days of extended time authorized by the Board for guidance counselors, vocational employees, media specialist, or other bargaining unit members shall be compensated at the individual employee's per diem rate of pay under the Salary Schedule in effect at the time of such extended time is worked. Compensation for part days of extended time service, if any, shall be prorated to the nearest quarter (1/4) hour.

5.09 STATE TEACHERS RETIREMENT SYSTEM (STRS) PICKUP

The total annual salary of each bargaining unit member shall be payable by the Board in two (2) parts:

1. Cash salary; and

2. Deferred salary (through the salary restatement method of picking-up the employee contribution to STRS).

An employee's deferred salary shall equal the amount of the employee contribution to STRS required by law and shall be paid by the Board to STRS on behalf of the employee as a pickup (by means of the salary restatement method) of the employee contribution otherwise payable by the employee.

An employee's annual cash salary shall be equal to the employee's total contracted annual salary less the employee's deferred salary, and shall be payable subject to applicable payroll deductions to the employee. The Board's total combined expenditure for total annual salary of all bargaining unit members (including deferred salary amounts) and its employer contributions to STRS shall not be greater than the amounts it would have paid for those items had this section of the Agreement not been in effect.

The Board shall compute and remit its employer contributions to STRS based upon an employee's total annual salary including the deferred salary. The Board shall report for federal and Ohio income tax purposes as an employee's gross income the employee's total annual salary less the amount of the employee's deferred salary. The Board shall report

for municipal income tax purposes as an employee's gross income the employee's total annual salary, including the amount of the employee's deferred salary. The Board shall compute income tax withholding based upon gross income as reported to the respective tax authorities.

An employee's deferred salary shall be included in the member's total annual salary for the purpose of computing daily rate of pay for determining any particular salary adjustment to be made due to absence or for any other purpose.

5.10 NATIONAL BOARD CERTIFICATION (NBPTS)

Bargaining unit members who receive National Board Certification (National Board for Professional Teaching Standards) shall receive a one (1)-time stipend of one thousand (1,000) dollars upon proof of completion and certification.

5.11 INSURANCE PROVISIONS

5.111 Right to Insurance Benefits

In addition to the salary paid a bargaining unit member pursuant to 5.01, their compensation shall include the insurance benefits as provided herein.

5.112 Copy of Certification of Insurance

A. The Board shall provide to the Association one (1) copy of each signed contract and certificate of insurance entered into between the Board and the insurance company(ies) which shall provide the benefits specified in this Agreement.

B. Copies of existing contracts and certificates of insurance shall be provided to the Association within twenty-four (24) hours of ratification of this Agreement by both parties.

C. Copies of contracts and certificates of insurance subsequently entered into by the Board shall be provided to the Association within one (1) week after they are received by the Board.

5.113 Distribution of Explanation of Coverage(s)

A. As amendments and/or changes in insurance coverage or carriers are made, a bargaining unit member will receive a written description, prepared by the carrier, of such amendments and/or changes. This written description shall be provided to the member within sixty (60) days of the amendment and/or change.

B. A newly employed bargaining unit member shall, at the time of the signing of their teaching contract, receive a written description of all insurance coverage in effect at that time.

5.114 Restrictions

A. A bargaining unit member whose initial employment begins after January 1, 1981, and is contracted to work less than half (1/2)-time shall be entitled to the benefits provided for in 5.11, if they pay for one-half (1/2) of the monthly premium for such benefit(s). Such payment shall be through payroll deduction. Less than half (1/2)-time shall be defined in one of two ways: 1.) Fewer than five hundred forty (540) hours per work year if the member were hired between January 1, 1981 and December 31, 1990; 2.) Fewer than six hundred forty-five (645) hours if the member was hired on or after January 1, 1991.

B. Entitlement to benefits as described in 5.114(A) shall not be either retroactively granted or denied in the same school year should the bargaining unit member's number of hours per work day or week be modified, thereby increasing or decreasing what would have been the yearly calculated number of work hours.

C. Insurance eligibility at any given time during the school year will be based on the bargaining unit member's annualized contracted number of work hours. Changes made in the member's insurance eligibility status will be effective at the beginning of the month following the change.

D. It is understood that the Board's Section 125 Plan, which includes premium pass through (that is, payment of the employee contribution toward monthly premiums with pre-tax dollars) will apply to bargaining unit members. Members may establish a flexible spending account with up to three thousand three hundred (3,300.00) dollars for un-reimbursed health care expenses and/or up to five thousand (5,000.00) dollars for dependent care expenses. The Board will pay the cost of establishing the Plan, annual election and monthly administrative fees.

5.12 HOSPITALIZATION AND SURGICAL INSURANCE

5.121 Right to Coverage

Except as specified in 5.114, the Board shall purchase from a carrier licensed in the State of Ohio, basic hospitalization and surgical insurance coverage for each bargaining unit member, now or hereinafter employed, and their family. If coverage is provided through self-insurance, the self-insurance program will be administered by a third-party administrator licensed in the State of Ohio, unless otherwise mutually agreed.

If a bargaining unit member's spouse is also employed by the Board and eligible to participate in insurance coverage under this feature and in prescription drug coverage under 5.13, the spouses may choose either to each enroll for single coverage (with each paying the applicable monthly contribution for single coverage under 5.122 below) or to enroll for (1) family coverage (in which case only one (1) member will pay the applicable monthly contribution for family coverage under 5.122 below).

5.122 Method of Payment of Coverage

The full cost of such insurance and any increases thereof shall be allocated as follows:

Employee Monthly Contribution (Single and Family)

Each member under a single or family insurance plan shall pay twenty percent (20%) of the monthly single or family insurance plan premiums.

The bargaining unit member's monthly contribution will be by payroll deduction in equal shares on the first and second paydays of each month. The remainder of the monthly cost will be paid by the Board.

5.123 Right to Change Coverage Status

A bargaining unit member may change the coverage status (single or family) effective the first (1st) of any month, subject to the rules and regulations of the carrier.

5.13 PRESCRIPTION DRUG

5.131 Right to Coverage

Except as specified in 5.114 the Board shall purchase from any carrier licensed by the State of Ohio, prescription drug coverage for each bargaining unit member, now or hereinafter employed, and their family. If coverage is provided through self-insurance, the self-insurance program will be administered by a third-party administrator licensed in the State of Ohio, unless otherwise mutually agreed.

5.132 Method of Payment of Coverage

The full cost of such insurance and any increases thereof shall be allocated as specified in 5.122.

5.133 Right to Change Coverage Status

A bargaining unit member may change the coverage status (single or family) effective the first (1st) of any month, subject to the rules and regulations of the carrier.

5.134 Specifications

The District will utilize a Basic Plus Formulary coverage management program administered by its pharmacy manager. Unless otherwise restricted by the Basic Plus Formulary program, the prescription drug plan shall provide for a 34-day supply of covered drugs at a network retail pharmacy and a 90-day supply at the contracted mail order pharmacy.

The employee co-pay for generic drugs will be fifteen ($15) dollars; the co-pay for single source formulary brand name drugs will be twenty-five ($25) dollars and the co-pay for single source non-formulary brand name drugs will be fifty ($50) dollars. The employee may receive a 90-day supply of maintenance drugs through the contracted mail order pharmacy for double the co-pay amount as retail.

Generic drugs, if manufactured, shall be required unless otherwise specified by the writing physician with an indication of Dispense as Written (DAW). If the physician indicates DAW, the employee will pay the co-pay amount above. If there is no physician DAW indicator, the employee may receive the multi-source brand (a brand name drug with a manufactured generic equivalent) at the applicable co-pay plus the cost difference between the brand name and the generic drug. If no generic drug is available, the bargaining unit member will pay the applicable co-pay for the formulary or the applicable co-pay for the non-formulary drug. These provisions apply to both retail and mail order prescriptions.

If an employee outside northeastern Ohio makes a reasonable effort to fill their retail prescription at a network pharmacy but ends up purchasing drugs from other than a participating pharmacy chain, the Board shall reimburse the employee for the difference, if any, between the out-of-pocket cost of the purchase less the applicable deductible and the amount paid by the insurer. A list of participating pharmacies and participating national pharmacies will be available to each bargaining unit member by October 1 of each year.

5.14 DENTAL INSURANCE

5.141 Right to Coverage

Except as specified in 5.114 the Board shall purchase from any carrier licensed by the State of Ohio dental insurance coverage for each bargaining unit member, now or hereinafter employed, and their family. If spouses employed by the Board both qualify for dental insurance coverage under this Section, benefits will be provided to only one spouse. If coverage is provided through self-insurance, the self-insurance program will be administered by a third-party administrator licensed in the State of Ohio, unless otherwise mutually agreed.

5.142 Method of Payment of Coverage

The full cost of such insurance and any increases thereof shall be allocated as specified in 5.122.

5.143 Right to Change Coverage Status

A bargaining unit member may change the coverage status (single or family) effective the first (1^{st}) of any month, subject to the rules and regulations of the carrier.

5.15 TERM LIFE INSURANCE

5.151 Right to Coverage

Except as specified in 5.114 the Board shall purchase from any carrier licensed by the State of Ohio, group term life insurance coverage which meets or exceeds the specifications set forth in 5.153 for each bargaining unit member now or hereinafter employed.

5.152 Method of Payment of Coverage

The full cost of such insurance and any increases thereof shall be paid by the Board.

5.153 Specifications

The amount of coverage provided by the Board shall be fifty thousand (50,000) dollars plus an equal amount of accidental death and dismemberment coverage.

5.16 LIABILITY INSURANCE

5.161 Right to Coverage

The Board shall purchase from a carrier licensed by the State of Ohio, liability insurance which meets or exceeds the specifications set forth in 5.163 below for each bargaining unit member now or hereafter employed.

5.162 Method of Payment of Coverage

The full cost of such insurance and any increases thereof shall be paid by the Board.

5.163 Specifications

Limits: Maximum available up to $1,000,000 per occurrence and $5,000,000 aggregate per calendar year.

5.17 AD HOC INSURANCE COMMITTEE

A representative committee comprised of Association members appointed by the Association President and Administrators appointed by the Superintendent or designee. The purpose of this committee is to gather information from insurance companies and to present this information to the membership. The committee will serve as a vehicle to keep the membership informed about health insurance issues and to serve as a problem solving/trouble shooting body relative to the current health insurance program. This committee is empowered to make recommendations but not to change benefits.

5.18 COBRA

Bargaining unit member's eligibility for COBRA begins with the exhaustion of rights to benefits under the provision of this Agreement. Failure to pay insurance premiums may be considered as exhausting rights to benefits and trigger COBRA notification.

5.19 REQUIREMENTS FOR EMPLOYED SPOUSES OF ELIGIBLE EMPLOYEES

In order to be eligible for coverage under the District's health insurance plan, any spouse of an eligible bargaining unit member who has coverage available through an employer-sponsored group health plan must join that plan, at least on a single enrollment basis, at the first (1st) open enrollment opportunity with their employer. A spouse of a bargaining unit member is considered to have coverage available if they meet the following criteria:

1. The spouse has access to continuous group coverage through employment;

   and

2. The spouse works more than twenty (20) hours in an average work week;

   and

3. The spouse is not required to make a contribution or is not required to pay more than forty (40) percent of the cost of the premium.

When the spouse has enrolled in a plan maintained by their employer, coverage for the spouse under the District's plan will be secondary to the coverage provided by the spouse's employer's plan.

The bargaining unit member will provide all information required to administer this provision through the initial enrollment form or through a Coordination of Benefits Questionnaire form.

If a spouse of a bargaining unit member has coverage available through their employment in accord with the conditions stated above but fails to enroll for such coverage, spouse benefits paid by the District's plan retroactive to the date on which the spouse became eligible for coverage through their employment will be recovered one hundred (100) percent.

It is the responsibility of the bargaining unit member to keep Human Resources current about changes in family circumstances that could impact enrollment information for the health insurance plan. Information that is provided is considered to be truthful and current.

Exceptions: Bargaining unit members who are married and both employed by the District and both eligible for health insurance benefits are not governed by the language of 5.19.

ARTICLE VI

LEAVE PROVISIONS

6.01 ATTENDANCE INCENTIVE

6.011 Eligibility

A. Any bargaining unit member who at the conclusion of the school year has perfect attendance (i.e. no sick/personal leave use, exclusive of the unrestricted fourth personal day) shall receive a stipend of five hundred (500) dollars. Any member who uses not more than one day shall receive three hundred (300) dollars; any member who uses not more than two (2) days shall receive two hundred (200); and any member who uses not more than three (3) days shall receive one hundred (100) dollars.

B. Part-time bargaining unit members are only eligible for the PERFECT ATTENDANCE INCENTIVE. Their incentive shall be prorated based on the percentage of the year they are assigned.

C. The payment shall be made no later than July 31.

6.02 DEFINITIONS

Active Service: Active Service shall refer to the period of time the bargaining unit member is on paid status.

Emergency: For the purposes of this Article, emergency shall mean an unforeseen life changing event or situation which necessitates the bargaining unit member's absence from their position for an extended period of time.

Maternity Leave: Maternity leave shall refer to the period of time before and/or after the birth of a child when the bargaining unit member is considered eligible for sick leave as provided for in this Agreement. The member may use accumulated sick leave for all or part of the maternity leave. In order to use sick leave, the member must have sick leave accumulated.

Parental Leave: Parental leave shall refer to leave taken by either parent within the first (1^{st}) year after the birth or adoption of a child for the purposes of child bearing and/or child rearing. Parental leave is an unpaid leave.

6.03 SICK LEAVE

6.031 Accumulation

A. A bargaining unit member shall be allowed to accumulate up to a maximum of three hundred fifteen (315) days of sick leave.

B. Notwithstanding any Ohio statutory provision to the contrary pertaining to part-time employees, sick leave for a bargaining unit member employed

on other than a full-time basis shall continue to be credited and deducted at the proportionate rate set forth in their teaching contract of employment.

6.032 Notification of Accumulated Days

A bargaining unit member shall receive notification of their accumulated sick leave on each pay notification form.

6.033 Advancement of Sick Leave

A. A bargaining unit member shall be credited with five (5) days of sick leave as provided for in Section 3319.08 of the Ohio Revised Code. These five (5) days or any portion thereof may be used in case the member is unable to work because of any of the prescribed reasons for the use of sick leave, after the beginning of their employment, but before they have accumulated that amount of sick leave as provided for in Section 3319.141 of the Ohio Revised Code.

B. A bargaining unit member may have a deficit accumulated sick leave balance of up to five (5) days without experiencing any reduction in pay. However, the member shall experience a reduction in pay equal to that member's per diem rate for each sick day of leave exceeding the deficit five (5) day balance.

C. It is understood that a bargaining unit member leaving the school District for any reason, permanently or temporarily, whether through leave of absence, service retirement, resignation, or termination, shall have the responsibility of bringing their accumulated sick leave balance to zero. Therefore, the amount of money needed to reimburse the school District for deficit sick leave days may be deducted from the member's final pay.

6.034 Use of Sick Leave

Sick leave with pay may be used for:

A. The absence of the bargaining unit member due to personal illness, injury, pregnancy, (including the six (6) calendar weeks immediately following giving birth and/or ten (10) days to care for a spouse with a newborn baby) exposure to contagious disease which could be communicated to others;

B. The absence of the bargaining unit member due to illness, injury, or death in the immediate family of the member;

C. The absence of a bargaining unit member due to care giving/attending the funeral of an extended family member, not to exceed five (5) days of sick leave per school year.

6.035 Immediate/Extended Family Defined

A. The "immediate family" shall be defined as: father, mother, brother, sister, son, daughter, grandmother, grandfather, grandson, granddaughter, legal guardian, or foster or step-parents of the bargaining unit member or their spouse, and anyone residing in the same home with the member; or any relative who clearly stands in the same relationship with the member as any of those so specified.

B. The “extended family” shall be defined as: uncle, aunt, nephew, niece or cousin.

C. Exceptions may be made with the approval of the Director of Human Resources or designee, which decision is not subject to grievance unless discriminatory, arbitrary or capricious.

6.04 SICK LEAVE BANK

6.041 Sick Leave Bank Committee

A. A committee shall be formed to administer the Sick Leave Bank.

B. The committee will be empowered to adopt the rules and regulations for participation in and operation of the bank.

C. Decisions required to administer the Sick Leave Bank will not modify this Agreement.

D. Composition:

1. Four (4) Association members appointed by the Association President;

2. Two (2) administrative representatives appointed by the Superintendent.

E. Additional responsibilities: As referenced in 6.043(C), this committee will be called upon to make decisions identifying an emergency situation which would grant additional leave to a bargaining unit member under specified conditions.

6.042 Eligibility

Bargaining unit members are eligible to receive days from the sick leave bank if they have met all of the following criteria:

A. Contributed one (1) - five (5) days to the bank (with the exception of bargaining unit members at Step 0 and Step 1 on the Salary Schedule);

B. Exhausted all sick leave days, including advancement;

C. Have been absent for thirty (30) consecutive days (work days) unless this requirement is waived by the committee;

D. Have a catastrophic illness/injury (self or immediate family) verified by a physician; absence for the six (6) calendar weeks immediately following giving birth and/or ten (10) days to care for a spouse with a newborn baby; absence for up to a total of six (6) calendar weeks before or after adoption of a child in the United States (consistent with Section 6.05); or absence for up to a total of eight (8) calendar weeks before or after adoption of a child outside of the United States (consistent with Section 6.05).

6.043 Enrollment/Application for Days

A. The sick leave bank is voluntary and all bargaining unit members are eligible to enroll.

B. The deadline for enrollment is October 1 of the school year and enrollment must precede any intended use of the Sick Leave Bank.

C. Forms for enrolling in or making application to the Sick Leave Bank are included in Appendices G (a) and G (b).

6.044 Limits

Bargaining unit members are limited to receive no more than thirty (30) days of sick leave from the bank in a given school year**.** On a one-time basis over the course of employment, this amount may be increased by up to an additional thirty (30) days in a given school year if authorized by the Sick Leave Bank Committee. The maximum amount allowed over the course of employment with the District is one hundred twenty (120) days.

6.045 Impact on Attendance Incentive

Donation of days to the Sick Leave Bank shall not adversely affect a bargaining unit member's eligibility for any attendance incentive.

6.05 ADOPTION LEAVE

A. A bargaining unit member is eligible, upon adoption of a child in the United States, to use accumulated sick leave for up to a total of six (6) calendar weeks, which may be taken before and/or after the date custody is received. Such leave must be taken within a 12-month period, during which period custody is received. If both adoptive parents are Board employees, either or both may use sick leave under this provision with the understanding that the combined sick leave taken by both will not exceed six (6) calendar weeks. The Board may require evidence of adoption and the member is eligible for such leave no more than once per school year.

B. If a child outside of the United States is adopted, the provision of 6.05(A) will apply with the further understandings that accumulated sick leave may be used for up to a total of eight (8) calendar weeks, which may be

taken before and/or after the date custody is received, and the scheduling of leave will be arranged between the bargaining unit member and the Superintendent. If both adoptive parents are Board employees, either or both may use sick leave under this provision with the understanding that the combined sick leave taken by both will not exceed eight (8) calendar weeks. Such leave must be taken within a 12-month period, during which period custody is received.

6.06 PERSONAL LEAVE

6.061 Right to Leave

A. A bargaining unit member shall, upon appropriate notice to the Superintendent, be granted a maximum of three (3) days of non-accumulative personal leave per school year.

B. In addition to the three (3) days of personal leave granted in 6.061(A), a bargaining unit member who, at the beginning of the school year, has at least ninety (90) days of sick leave accumulation shall be granted one (1) additional day of non-accumulative personal leave for that school year.

C. All unused personal leave days shall convert to sick leave as of June 30.

6.062 Notice of Intent to Use Leave

Notice of intent to use personal leave shall be provided by the bargaining unit member via the Employee Absence Management System at least five (5) days in advance of the anticipated absence.

However, in the case of an emergency, notice shall be made to the member's immediate supervisor as far in advance of the absence as is possible in order that proper arrangements for handling the duties of the bargaining unit member can be made. If circumstances make advance notice impossible, the member shall notify the member's immediate supervisor of their intent to use personal leave as soon as is practicable.

6.063 Purpose of Leave

It is the intent of this Section to provide a bargaining unit member with a means of dealing with personal matters that cannot be handled except during work hours.

6.064 Restrictions

It is understood that a bargaining unit member will not use personal leave to extend a school holiday or break or to miss a professional development day. Days on the school calendar which are "comp" days (e.g., the Wednesday of Thanksgiving week, etc.) are considered as a school break for purposes of this section. Nor may more than two (2) days be taken consecutively.

Exceptions may be made with the approval of the Superintendent or designee, which decision is not subject to grievance unless discriminatory, arbitrary or capricious.

Personal leave may be taken to attend Section 504 or IDEA meetings for the bargaining unit members' children or wards. Additionally, subject to the HR Director or designee's prior approval, bargaining unit members may be excused from the beginning or end of their contracted workday, without being charged personal leave, for the purposes of attending in-person IDEA or 504 meetings for their child or ward. Similarly, bargaining unit members may be excused during their contracted workday, without being charged personal leave, for the purpose of attending remote IDEA or 504 meetings for their child or ward; such remote attendance must occur at the bargaining unit member's building in a designated location agreed to by their building principal. The aforementioned excused IDEA/504 meeting absences are limited to two (2) times per school year per child or ward. Bargaining unit members whose absence significantly exceeds the pre-agreed upon excused time may be charged proportional personal leave time per the HR Director or designee's discretion.

It is also understood that a member will not use any personal leave for the purpose(s) of matters related to other employment for which they receive compensation. However, remuneration may be accepted for professional services consonant with one's training and experience as a school employee. Personal leave use will be capped at 5% of the bargaining unit on any day eligible for such use and capped at 3% of the bargaining unit on any Friday during the months of April, May, and June.

6.07 ASSAULT LEAVE

6.071 Right to Leave

A bargaining unit member who is absent from work due to an injury as defined in 6.075 (A) resulting from an assault which occurred in the course of Board employment shall be granted assault leave during the period of their absence.

6.072 Notice of Intent to Use Leave

A bargaining unit member desiring the assault leave shall file the prescribed form with the Superintendent.

6.073 Rights While on Leave

A. Except as provided in 6.075, a bargaining unit member on assault leave shall be maintained on full pay status during the period of their absence.

B. Leave granted under this Section shall not be charged against sick leave earned or earnable under Section 3319.141 of the Ohio Revised Code or leave granted under other sections of this Article.

6.074 Length of Leave

Assault leave may be used for the period of injury up to a maximum of one hundred eighty-four (184) work days per assault.

6.075 Restrictions

A. The bargaining unit member shall provide a certificate from a licensed physician stating the nature of the injury, that the employee is incapable of performing the essential functions of their position with or without accommodation, the duration of the leave related to the injury and the necessity of absence from regular employment. In addition, the Board may require the member of the bargaining unit claiming more than fifteen (15) days of assault leave to submit to a medical examination. If the Board requires such a medical examination, the full cost of the examination, including mileage reimbursement, shall be borne by the Board.

B. The pay of a bargaining unit member on assault leave shall be reduced by the amount received by that individual, if any, for Worker's Compensation as a benefit to cover loss of pay as a result of injury. However, the bargaining unit member's pay shall not be reduced by benefits received from Worker's Compensation to cover occupational diseases, medical expenses, nursing expenses, hospital services, medicines and/or rehabilitation services.

6.076 Verbal Assault Leave

A bargaining unit member not physically assaulted but threatened with physical harm and emotionally distraught as a result to the degree that the member is unable to complete the day will, if the member reports the threat to the police, receive the remainder of the day off without loss of pay. If the following work day is also taken, it will be charged to sick leave.

6.08 PROFESSIONAL LEAVE

6.081 Eligibility for Leave

A bargaining unit member shall be entitled to three (3) days of professional leave per school year, for attendance at professional conferences, visits to other schools, teaching/coaching assignments, and/or attendance at other activities that are related to the individual's duties and/or professional growth. Any days over and above the three (3) are at the discretion of the Superintendent.

6.082 Application for Leave

A bargaining unit member desiring to use professional leave shall notify the building principal ten (10) days in advance.

6.083 Rights While on Leave

A. The bargaining unit member shall be maintained on full pay status during the period of this leave.

B. Leave granted under this Section shall not be charged against leave granted under other Sections of this Article.

6.09 SABBATICAL LEAVE

6.091 Right to Leave

Upon presentation to the Superintendent of a satisfactory plan for professional growth, as subsequently described, sabbatical leave shall be granted to an eligible bargaining unit member, for a period of not longer than one (1) school year.

6.092 Eligible for Leave

In order to be eligible for sabbatical leave a bargaining unit member must have taught for five (5) consecutive school years in the District.

6.093 Application for Leave

A satisfactory plan of professional growth shall be one that:

A. Is received not later than March 1 of the school year preceding the school year for which the leave is required;
B. Provides evidence that the bargaining unit member is to be enrolled as a full time student in a state accredited college or university; and

C. Provides evidence that the bargaining unit member is to be enrolled in a degree program directly related to the education profession.

6.094 Rights While on Leave

A. A bargaining unit member on sabbatical leave shall be paid in accordance with Section 3319.131 of the Ohio Revised Code. The last person hired in the replacement process shall be the replacement for salary purposes.

B. A bargaining unit member on sabbatical leave may continue all insurance coverage provided that at the beginning of each month the member makes payment for the premium of such coverage to the office of the Treasurer.

C. The period of sabbatical leave shall be counted as teaching experience in making salary adjustment if, at the conclusion of such leave, the bargaining unit member provides an official transcript to indicate that the classroom portion of the plan was followed and satisfactorily completed.

6.095 Right to Return from Leave

A bargaining unit member who successfully completes a plan for professional growth, shall be reinstated the following school year to a position which is equivalent or higher than the position which they left.

6.096 Restrictions

The bargaining unit member given leave under this Section may be required to return to the District at the end of such leave for a period of two (2) years unless they have completed twenty-five (25) years of teaching in the state of Ohio.

6.10 STAFF DEVELOPMENT LEAVE

6.101 Guidelines and Procedures

A. The decision making body for approval of proposals shall include a member appointed by the Association.

B. There shall be Staff Development Leaves granted annually. The number of approved leaves will be dependent on available funds.

C. Salary, benefits, seniority and all other rights guaranteed to all bargaining unit members shall be maintained during Staff Development Leave.

D. Teachers holding co-curricular/supplemental contracts shall resolve with the Superintendent implications of the leave for the co-curricular/supplemental contract.

E. Approval of Staff Development Leave shall be based on the degree to which the leave proposal furthers the programs, goals and objectives of the District.

F. All materials produced during Staff Development Leave shall become property of the District, to be shared within the District, wherever appropriate, unless external use or dissemination is mutually agreed upon by the parties.

G. Additional guidelines may be developed as necessary by the staff development committee.

6.11 COURT/ARBITRATION APPEARANCE

6.111 Right to Leave

A bargaining unit member who, because of their employment in the District, as defined in 6.114, is subpoenaed to appear as a witness, will be granted leave for such appearance.

6.112 Notice of Intent to Use Leave

A bargaining unit member receiving a subpoena and desiring leave shall notify the Superintendent as far in advance as possible.

6.113 Rights While on Leave

A. A bargaining unit member on leave shall receive full salary and benefits while on leave.

B. Time spent on leave will not be charged against any other leave provisions.

6.114 Purpose of Leave

"Because of their employment" shall be defined for purposes of this Section to refer to arbitrations under the grievance procedure of this Agreement, lawsuits involving the District, and incidents involving bargaining unit members and/or students which the member may have occasion to observe and/or have knowledge of because of their teaching position.

6.115 Restrictions

Leave shall not be used in cases where the expertise of the bargaining unit member is the basis for the court appearance, but rather, for matters which specifically relate to circumstances which could only have been observed and/or known because of the employment with this District.

6.116 It is mutually recognized that leave under this Section to appear as a witness need not necessarily be for the entire day but only for that portion of the day (including reasonable travel time, if applicable) when the person's testimony is required.

6.12 JURY LEAVE

6.121 Right to Leave
A bargaining unit member required by law to report for jury duty shall be granted jury leave for the duration of such duty.

6.122 Notice of Intent to Use Leave

A bargaining unit member receiving notice to appear for jury duty and desiring to use jury leave shall notify the Superintendent as far in advance of the absence as possible.

6.123 Rights While on Leave

A. A bargaining unit member on jury leave shall receive their full salary and benefits while on the leave.

B. Time spent on jury leave will not be charged against any of the above leave provisions.

6.13 PARENTAL LEAVE

6.131 Length of Leave

A. All or any portion of an absence by a bargaining unit member because of pregnancy or a medical disability connected with or resulting from pregnancy may, at the individual's option, be charged to accumulated sick leave.

B. In addition, a Parental Leave of Absence for the remainder of the school semester and up to four (4) consecutive additional school semesters, without pay, will be granted to a bargaining unit member for the purpose of childbearing, and/or child rearing.

6.132 Eligibility for Leave

A. A bargaining unit member will be entitled, upon request, to an unpaid leave to begin at any time between commencement of her pregnancy or a spouse's pregnancy and one (1) year after the termination of the pregnancy. The bargaining unit member will notify the Superintendent in writing of their desire to take such leave and, except in cases of emergency, shall give such notice at least thirty (30) days prior to the date on which their leave is to begin. A member who is pregnant may continue in active employment as late into her pregnancy as she desires, provided she is able to properly perform her required duties.

B. A bargaining unit member adopting a child will be entitled, upon request, to a leave to commence at any time during the first (1st) year after receiving de facto custody of the infant child, or prior to receiving such custody, if necessary, in order to fulfill the requirements for adoption. The member will notify the Superintendent in writing of their desire to take such leave and except in cases of emergency, shall give such notice at least thirty (30) days prior to the date on which their leave is to begin. For the purpose of satisfying the one hundred twenty (120) paid days requirement for advancement on the Salary Schedule under 6.146, a member shall be credited with up to thirty (30) days beginning with the day on which the leave begins.

6.133 Right to Return from Leave

When applying for parental leave, the bargaining unit member shall specify the duration of the leave which shall coincide with a school semester. Unless otherwise mutually agreed by the Superintendent and the member, the duration of leave shall not be increased or decreased and the member will return to active employment at the beginning of a school semester; provided, however, that in the event of loss of the child or the unforeseen loss of a majority of the spouse's financial support, the member will be entitled, if they desire, and if at least fifteen (15) days advance notice of the intent to return is given to the Superintendent to return to active employment by not later than the beginning of the next grading period. A return to active employment shall be to the same

position the member held at the time leave commenced, provided that they return not later than the commencement of the next school year; a return to active employment after that shall be to an equivalent position.

6.134 Right to Substitute While On Leave

A bargaining unit member on parental leave of absence will not be denied the opportunity to substitute in the District by reason of the fact that they are on such leave of absence.

6.135 Insurance Coverage While on Leave

Insurance coverage(s) shall be continued for a bargaining unit member on such leave upon their payment of the premium. The premiums will be payable at the beginning of each month at the office of the Treasurer.

6.136 Employment While on Leave

Except for substitute service as provided in 6.134, no teacher on leave shall accept other full-time employment.

6.14 OTHER UNPAID LEAVES

6.141 Right to Leave

Notwithstanding, the leaves provided in other Sections of this Article a bargaining unit member who has completed two (2) or more years of active service in the District shall be entitled to the following Unpaid Leaves.

6.142 Exchange Teacher Leave

A. A leave without pay for up to two (2) years shall be granted to a bargaining unit member who serves as an exchange teacher.

B. A leave with pay for up to two (2) years shall be granted to a bargaining unit member who serves as an exchange teacher, provided that the approved teacher exchange program's guidelines require this and that the member is accepted into the program. Should the District assume financial responsibility for the member on leave, the District would not be obligated to pay the salary and benefits of the teacher who is received in the member's place.

C. In the event that the program in which the bargaining unit member's participation requires that the District accept an exchange teacher in their place, the Board reserves the right to refuse to participate in such a program should that teacher be unacceptable to the District.

D. The Board will only participate in teacher exchange programs that have an established state, national, or international reputation, i.e. the Fulbright Teacher Exchange Program.

6.143 Medical Leave

A. When a bargaining unit member has exhausted their accumulated sick leave and the additional five (5) days, as provided for in 6.033, and is still unable to return to work, the Board shall place the member on Medical Leave.

B. Such leave will begin on the date that the accumulated sick leave and the five (5) additional days, as provided for in 6.033, reaches the zero point, and will be for not less than the period of the bargaining unit member's incapacity, not to exceed a maximum period of two (2) consecutive school years in addition to the remainder of the work year during which it commences.

C. If the bargaining unit member desires to remain on Medical Leave at the beginning of a work year, as provided for in 6.143(A), they may return at the beginning of any grading period during that work year.

6.144 Leave of Absence

A. A leave of absence of up to the remainder of the school semester and up to four (4) consecutive additional school semesters, without pay, will be granted to a bargaining unit member for family/health and/or obligations for personal reasons other than preparing for or the pursuing of other employment. Return from such leave shall coincide with the start of the school semester.

B. If the leave taken as per 6.144(A) is for any reason other than health/medical reasons, the bargaining unit member may not take a second (2nd) such leave, except for emergency reason(s), for at least two (2) years. For the purposes of this Article, two (2) years shall mean the beginning of the *next* semester two (2) years from the date of *return to active service* from the approved leave.

C. The Sick Leave Bank Committee shall make the determination as to the existence of an emergency situation (defined in 6.042) for the purpose of granting a second (2nd) leave within the restricted two (2) year period. The decision of the committee is not grievable under the Agreement.

6.145 Notice of Intent to Use Leave

A bargaining unit member wishing to make use of any of the aforementioned unpaid leaves shall notify the Superintendent of such desire in writing. When possible such written notice shall be given at least thirty (30) days prior to the commencement of such leave. In cases where the member does not have knowledge, or the desire, or need to use any of the above mentioned leaves at least thirty (30) days prior to the commencement of such leave, written notice shall be given to the Superintendent as soon as practicable.

6.146 Rights While on Leave

A. A bargaining unit member who was paid for at least one hundred twenty (120) days in the work year in which leave was granted shall, upon their return, be placed on the Salary Schedule on the step above that at which they left.

B. Insurance coverage(s) shall be continued for a bargaining unit member on an Unpaid Leave, who at the beginning of each month, makes payment of the premium for such coverage(s) to the office of the Treasurer.

6.147 Rights Upon Return

When applying for leave of absence, the bargaining unit member shall specify the duration of the leave which shall coincide with a school semester. Unless otherwise mutually agreed by the Superintendent and member, the duration of the leave shall not be increased or decreased and the member will return to active employment at the beginning of a school semester, provided, however, that no exceptional circumstances would occur which would necessitate the member's immediate return to work. Such circumstances would include the death or improvement in health of a family member or the loss of the majority of the spouse's financial support. In cases such as these, if the member so desires, and if at least fifteen (15) days of advance notice is given to the Superintendent to return to active employment, the member shall return to active employment by not later than the beginning of the next grading period. A return to active employment shall be to the same position the member held at the time leave commenced, provided that they return not later than the commencement of the next school year; a return to active employment after that shall be to an equivalent position. A completed survey intent form shall be forwarded to the Superintendent no later than the first day of March proceeding the next school year.

6.15 MILITARY LEAVE

A bargaining unit member engaged in military service will receive leave and reinstatement rights in accordance with the requirements of applicable federal and Ohio law.

6.16 FAMILY AND MEDICAL LEAVE ACT

A bargaining unit member may use unpaid family leave for the purposes and on the conditions set forth in the federal Family and Medical Leave Act of 1993 and its 2009 amendments as follows:

6.161 Eligibility

All bargaining unit members who have accumulated at least one year of service in the District, may apply for family leave under the provisions of the federal Family and Medical Leave Act.

6.162 Notice of Intent

A member desiring to use family leave shall notify the Superintendent in writing at least thirty (30) days prior to the beginning of the leave, if the need for the leave is foreseeable; otherwise, the written notice shall be given as soon as possible after the member learns of the need for the leave. The member's notice must specify that Family Leave will be the type of leave taken.

6.163 Insurance Coverage While on Leave

During the leave, for up to twelve (12) weeks per year, the Board shall continue to pay the contributions it makes for a member on the active payroll to continue participation in life, health, prescription drug, and dental insurance.

6.164 Restrictions

Should an eligible bargaining unit member opt to take another form of unpaid leave as described in Article VI in conjunction with the Family and Medical Leave Act, the Family and Medical Leave Act must be taken prior to taking the other contractual leave.

ARTICLE VII

INDIVIDUAL RIGHTS

7.01 INDIVIDUAL TEACHING CONTRACT

7.011 Employment by Teaching Contract

The Board shall, when employing and re-employing a bargaining unit member, enter into a written teaching contract with such individual.

7.012 Limited Teaching Contract

The first limited teaching contract shall be for a term of one (1) year; renewal of the limited contract shall be for a term of one (1) year, and the third (3rd) limited contract shall be for a period of one (1) year. All future renewals shall be for a minimum of two (2) years.

7.013 Continuing Teaching Contract

A. A continuing teaching contract shall be issued to an eligible bargaining unit member, pursuant to Sections 3319.08, 3319.09 and 3319.11 of the Ohio Revised Code.

B. To be considered for a continuing contract effective with the succeeding school year, a bargaining unit member must satisfy the following requirements:

1. The member must file a letter of intent with the Board's Human Resources Office by October 15 specifying that the member wishes to considered for and expects to qualify legally for, continuing contract status effective with the succeeding school year;

2. If continuing contract status has not been attained previously in an Ohio public school District, the member must have taught for three (3) or more school years, (minimum of half time capacity each year), in the District during the last five (5) school years;

3. If continuing contract status has been attained previously in an Ohio public school District, the member must have served in the District for at least two (2) school years;

4. The member must possess a valid permanent or 5-year professional license and 30 semester hours of LPDC-approved graduate course work, and satisfactory evidence of such must be filed with the Board's Human Resources Office before April 1.

If all the above requirements applicable to an individual member are not satisfied, the member will not be considered for a continuing contract to be effective with the succeeding school year.

C. A continuing contract will be granted to a bargaining unit member, effective with the succeeding school year, if all the above requirements are satisfied and if a continuing contract is recommended by the Superintendent and approved by the Board.

D. If the District intends to implement a general reduction in force under Article XI of the Agreement effective with the start of the succeeding school year, the District will act on all bargaining unit members eligible for continuing contracts and who have satisfied the above requirements prior to acting to suspend the contracts of those members being laid off. This provision does not apply if the reduction in force is due to the return to duty of a bargaining unit member from a leave of absence.

7.014 Co-Curricular Contract

A. A co-curricular contract will be assigned to a bargaining unit member hired to perform a co-curricular duty as defined by Section 3319.08 of the Ohio Revised Code and Appendix D of this Agreement. Such contract will be issued prior to the beginning of the co-curricular duty.

B. A co-curricular contract for an approved assignment will be determined and issued:

1. On the same basis as a regular teaching contract;

2. Prior to the commencement of the assignment whenever practicable.

C. A posting listing all co-curricular positions will be emailed to all bargaining unit members in May of each school year and remain open for at least five (5) days before any positions are filled. In the event of a mid-year vacancy, mid-year postings will be emailed to all bargaining unit members and remain open for at least five (5) days before any positions are filled. No co-curricular contract will be issued to a non-bargaining unit member for any co-curricular position until after the position has been posted to bargaining unit members for at least five (5) days. Newly hired bargaining unit members will be notified at time of employment of any open co-curricular contracts available and needing filled. The intent of the preceding sentence is to enable newly hired bargaining unit members to apply for and be considered for such co-curricular positions. After five (5) days, both bargaining unit members and non-bargaining unit members will be considered subject only to 7.014 (D)(2).

D. Participation in Co-curricular Activities is Voluntary

1. Participation of a bargaining unit member in a co-curricular activity will be strictly voluntary and they will be compensated for such participation in accordance with the provisions of 7.014(E).

2. A co-curricular position will be filled by an applicant from within the bargaining unit in preference to an applicant from outside the bargaining unit provided the bargaining unit applicant's qualifications are substantially equal to or exceed those of the non-bargaining unit applicant.

E. Co-curricular Salary Index

1. A bargaining unit member assigned co-curricular duties listed in Appendix D shall be properly placed on the Co-curricular Salary Index (Appendix D).

2. Placement On Co-curricular Salary Index

Credit for experience in areas covered by a co-curricular teaching Contract shall be determined as follows:

A. Coaching - A year of experience shall be defined as a year of paid coaching in that sport, above the 6th grade level, in an inter-scholastic position. Experience gained within a sport at any position may be carried to any other position within that sport. Experience in coaching grades 7-12 in inter-scholastic sports in other systems shall be applied to all positions in that sport.

B. Other - A year of experience shall be defined as a year of employment in a comparable position. Experience gained in other systems shall be applied to all positions on the Co-curricular Salary Schedule.

C. Experience shall be granted for District volunteer experience should that position become a paid position on the Co-curricular Salary Schedule. This provision would only apply to that bargaining unit member currently holding that position on a volunteer basis.

D. After five (5) years of teaching in the District, and after nine (9) years in a co-curricular activity within the District, the employee will be eligible for the sixth (6th) step where indicated on Appendix D.

F. Payment for Co-curricular Activities

1. A bargaining unit member hired to perform a co-curricular activity shall be paid for their services in one (1) installment for seasonal activities. For annual activities, payment will be divided equally among all paychecks in the current school year, in a lump sum at the request of the bargaining unit member.

2. Payment for seasonal activities shall be made no later than the second (2nd) pay date following the completion of the individual's co-curricular duties.

3. When such payment is made in one (1) installment, Federal withholding shall be treated in accordance with Internal Revenue Service regulations. No more than two (2) such payments per employee, per pay date, may be made on this basis.

4. A bargaining unit member performing additional duties will be compensated for all such participation in accordance with the provisions of Appendix D of this Agreement.

G. The employee/bargaining unit member shall be eligible to apply for one (1) year limited only, co-curricular supplemental positions. All one (1) year limited co-curricular supplemental contracts shall automatically non-renew at the end of each school year.

H. Contract for Additional Duties

The Board shall issue a limited supplemental teaching contract to a bargaining unit member assigned additional duties, such as co-curricular activities.

I. Rights While on Leave

1. A bargaining unit member on a leave of absence under Sections 6.09, 6.13, or 6.14 will, unless otherwise mutually agreed by the member and the Superintendent, automatically receive an unpaid leave from any co-curricular position the member holds.

2. It is anticipated that, in most cases, the person will resume the duties of the co-curricular position by not later than the start of the position's duties in the cycle next following the person's return from leave. This provision, however, does not guarantee that result where (1) the person would not have been retained in the co-curricular position had there been no leave, (2) the leave from the co-curricular position is for more than one full cycle of the position, or (3) if the Superintendent determines circumstances make such resumption of the position's duties impracticable or contrary to the best educational interests of the District (in which case the person will be placed in a related co-curricular position with no loss in pay from what would have occurred if the person had resumed the position's duties).

J. Evaluation of Co-curricular Duties

A bargaining unit member assigned under the Co-curricular Salary Schedule (Appendix D) to an athletic position or to a position whose duties occur throughout the school year will be evaluated during the assignment. Evaluation review and appeal will ultimately be in the hands of the Superintendent through the building principal. This provision is not

intended either to require or preclude evaluations of members assigned to non-athletic positions (or positions whose duties do not occur throughout the school year) established on the Co-curricular Salary Schedule; nor is it intended to limit the number of evaluations that may be made with respect to the holder of an athletic position (or position whose duties occur throughout the school year); provided, however, that in all cases, except for intramural co-curricular positions, where the member is not retained for job performance reasons in the co-curricular position for the following school year, the member will be evaluated at least once by not later than thirty (30) days after completion of the assignment. If upon completion of the duties of a co-curricular position, except for intramural co-curricular positions, the member has not been evaluated, an evaluation may be requested within two (2) weeks after completion of such duties in which case an evaluation will be made within thirty (30) days of the request; any request under this sentence must be made to the building principal.

7.015 Content of Teaching Contract

Pursuant to Section 3319.12 of the Ohio Revised Code, a teaching contract or salary notice will be issued annually to each bargaining unit member. This contract or salary notice shall contain the following:

A. The number of work days in the school year, along with the first and last work day of the work year;

B. The annual salary and the per diem pay of the bargaining unit member;

C. The teaching assignment, i.e. area of certification/licensure or grade level and building(s) assignment of the bargaining unit member; and

D. The following statement:

"This contract is entered into by _____ and the Board of Education of the Medina City School District and is subject to the reasonable rules and regulations adopted by the Board, the pertinent provisions of the Ohio Revised Code, the pertinent rules and regulations of the Ohio Department of Education, and the provisions of the Agreement between the Board of Education of the Medina City School District and the Medina City Teachers Association."

7.016 Bargained Agreement Incorporated in Teaching Contract

All provisions of this Agreement are incorporated by reference into the individual teaching contract of a bargaining unit member. Any change(s) in this Agreement will become a part of the individual teaching contract on the effective date of the change(s).

7.02 NON-RENEWAL OF LIMITED TEACHING CONTRACT

Non-renewal of limited teaching contracts shall be governed exclusively by the provisions and court procedures of the Ohio Revised Code.

7.03 TERMINATION OF TEACHING CONTRACT

Termination of a teaching contract of a bargaining unit member shall be according to Sections 3319.16 and 3319.39 related provisions of the Ohio Revised Code.

7.04 RIGHT TO REPRESENTATION

A bargaining unit member shall, upon their request, have the right to be represented by the Association at all conferences which the member has reason to believe will deal with the disciplining of the member, and at other conferences to the extent required by law.

7.05 DISCIPLINE OF A BARGAINING UNIT MEMBER

7.051 Standards for Discipline

No bargaining unit member shall be disciplined by the Board or any of its agents without just cause.

7.052 Progressive Discipline

Disciplinary action shall consist of five (5) steps. It is understood that such action shall be commensurate with the severity of the bargaining unit member's offense, may be initiated at any level, and may include the repetition of an action without progressing to the next step.

Step One:	Verbal warning(s)
Step Two:	Written warning(s) – will incorporate comments relative to the verbal warnings in substantiation of previous problems. The written warning(s) will not be placed in the bargaining unit member's personnel file.
Step Three:	Written reprimand(s) – will incorporate comments relative to the written warning(s) in substantiation of previous problems.
Step Four:	Suspension(s), with or without pay.
Step Five:	Termination

7.06 SENIORITY

7.061 Seniority Defined

For the purpose of this Agreement, seniority will mean continuous service in a bargaining unit position.

7.062 Continuous Service Defined

A. For the purpose of this Agreement, continuous service will be computed from the most recent date of hire into a bargaining unit position, as determined by official Board action to employ, of the bargaining unit member.

B. Continuous service will accrue during all paid leaves of absence and for a period of two (2) years from the effective date of the suspension of a limited teaching contract.

C. Continuous service will not be broken by an unpaid leave of absence or employment by the Board in a position outside the bargaining unit, but such time in a position outside the bargaining unit will not be counted in computing seniority.

D. In addition, continuous service will not be considered to have been broken if a bargaining unit member was non-renewed and then re-employed for the subsequent school year.

E. When continuous service is equal, the date of application which resulted in the individual's employment will be the determinative factor.

7.063 Seniority List

A. No later than November 1 of each year the Superintendent will provide the Association with a list showing the seniority and Contract status (i.e. limited or continuous) of each bargaining unit member employed by the Board and will, thereafter, promptly notify the Association of any changes in the list. This list shall include:

1. A bargaining unit member's specific area(s) of certification/licensure;

2. A bargaining unit member's employment date;

3. A bargaining unit member's contract status specifying either continuing or limited; and

4. All administrative employees who hold continuing teaching contracts.

B. The Superintendent will, at all times, have posted in their office a current seniority list which will be available for inspection during regular work hours by a bargaining unit member and/or the Association.

C. It is the bargaining unit member's responsibility to review the seniority list posted in accordance with 7.063(A). All challenges to an individual's placement on the seniority list must be registered in writing with the Superintendent and president of the Association within forty-five (45) days of the posting.

7.07 PERSONNEL FILE

7.071 Right to Review

A bargaining unit member will have the right, upon request, to review the contents of their personnel file and to receive a copy of any documents contained therein.

7.072 Right to Have Representative Present

A bargaining unit member will be entitled to have a representative of the Association accompany them during such review.

7.073 Right to Copy of Material in File

The bargaining unit member may be charged a cost of five (5) cents per page for materials copied from their personnel file.

7.074 Contents of File

A. No material derogatory to a bargaining unit member's conduct, service, character, or personality will be placed in their personnel file unless the member, has had an opportunity to review the material. Such materials will be filed with the evaluations related to that particular activity.

B. The individual will acknowledge that they have had the opportunity to review such material by affixing their signature to the copy to be filed, with the express understanding that such signature in no way indicates Agreement with the contents thereof.

C. The bargaining unit member will also have the right to submit a written answer to such material and their answer will be attached to the file copy.

D. A bargaining unit member whose personnel file is to be inspected by a member of the public pursuant to Section 149.43 of the Ohio Revised Code will be notified, to the extent circumstances permit, at least five (5) days in advance of such review. Such notice shall include the name of the person making the request, the date the request was made and, if scheduled, the date and time of the review. The employee shall have the right to be present at the time of the review. The employee shall have the right to be accompanied by a representative of their choice.

E. In the event that there is an effort by a member of the public to inspect a personnel file under 7.074(D), and the Board considers that circumstances require less than five (5) days advance notice of such review, the Superintendent will immediately notify the Association President and the Labor Relations Consultant for the Ohio Education Association. Such notification shall include identification of the party or parties who are seeking access and the address and telephone of their counsel, if any.

7.075 Right to Challenge Contents of File

A. At least once every two (2) years, a bargaining unit member will have the right to indicate those documents and/or other materials in their file which they believe to be obsolete or otherwise inappropriate for retention.

B. The documents will be reviewed by the Superintendent and, upon their agreement that the document should be destroyed, the document will be submitted to the Records Review Commission for destruction in compliance with state law.

C. The bargaining unit member will receive written confirmation of the outcome of the Records Review Commission within one (1) month of the Commission's decision. In any event, the member will receive a written decision no later than one calendar year following the date of the request to have the document removed.

D. A disagreement over the question of obsolescence or inappropriateness will be subject to the grievance procedure set forth herein and will be initiated at Level III.

7.076 Restrictions

Although the Board agrees to protect the confidentiality of personal references, academic credentials, and other similar documents, it will not establish separate "confidential files."

7.08 EVALUATION

7.081 Evaluation Procedure Defined

For OTES and OSCES employees, the evaluation procedure established in this Article conforms to the framework for the evaluation of bargaining unit members developed pursuant to Sections 3319.111, 3319.112 and 3319.113 of the Ohio Revised Code.

7.082 Purpose

The purposes of teacher and school counselor evaluation are:

- To serve as a tool to advance professional development.
- To inform instruction.
- To identify and document observed competencies.
- To facilitate teacher/school counselor - evaluator communication.
- To identify areas for improvement and positive assistance.

- To assist in remedying identified needs.

- To provide an information source for consideration in administrative decisions regarding the promotion and retention decisions for teachers and school counselors.

7.083 Evaluation Committee (OTES and OSCES)

A. The Association and the Board agree to establish a standing District Evaluation Committee.

1. The Evaluation Committee will ensure the evaluations systems remain in compliance with state law by making recommendations regarding the evaluations system when required by law to do so.

2. The purpose of the Evaluation Committee is to address issues and concerns regarding OTES/OSCES, update staff on changes to the OTES/OSCES systems, and to provide training to the staff.

3. All changes to the OTES/OSCES systems, procedures, forms, documents, or others must first be proposed to the Committee and then approved by the Board and Association.

4. The committee shall approve all teacher HQSD assessments, and recommend changes to the Board and Association.

B. The Committee shall be comprised of six (6) Association members appointed by the Association President and six (6) Administrators appointed by the Superintendent or designee.

C. The Committee shall be chaired jointly by a member from the Association and a member from the Administration.

D. Members of the Committee will receive training in all aspects of OTES/OSCES, the State adopted evaluation framework, and the standards for the teaching profession.

E. Committee agendas will be developed jointly by the co-chairpersons of the Committee.

F. All decisions of the Committee will be achieved by consensus.

G. Members of the Committee will receive release time for Committee work and training.

H. The Committee will meet not less than once per quarter. Committee work performed outside the contractual work day will be paid at the work of the District rate in Article V, Section 5.06 of this Agreement.

I. The Committee shall not have the authority to negotiate wages, hours, or terms and conditions of employment.

7.084 Training

A. State updates on the teacher/school counselor evaluation frameworks and systems will be provided to bargaining unit members by the Evaluation Committee.

B. Bargaining unit members new to the District shall be formally briefed on the District's performance expectations, evaluation procedures, criteria, and the evaluation instruments which will be used in the evaluation process by the Superintendent or their designee within thirty (30) work days of the first required District workday.

7.085 Criteria for Performance Assessment of OTES (Teacher) Members

A. Evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each bargaining unit member and assigning a summative rating.

B. Each evaluation will result in a summative rating of:

1. Accomplished;

2. Skilled;

3. Developing; or

4. Ineffective.

C. A bargaining unit member's performance shall be assessed based on the standards for the teaching profession and the criteria set forth in the evaluation instrument as developed by the State Board of Education.

7.086 Assessment of Teacher Performance

Teacher performance will be evaluated during formal observations and periodic informal observations also known as "classroom walkthroughs." Such performance will be assessed through a holistic process by trained and credentialed evaluators based upon the following *Ohio Standards for the Teaching Profession:*

- Understanding student learning and development and respecting the diversity of the students they teach;

- Understanding the content area for which they have instructional responsibility;

- Understanding and using varied assessment to inform instruction, evaluate and ensure student learning;

- Planning and delivering effective instruction that advances individual student learning;

- Creating learning environments that promote high levels of learning and student achievement;

- Collaborating and communicating with students, parents, other educators, District Administrators and the community to support student learning; and

- Assuming responsibility for professional growth, performance and involvement.

7.087 Informal Observations/Classroom Walkthroughs

A. The purpose of a walkthrough is for the Administration to observe the classroom setting more frequently, and more purposefully, to gather evidence of instruction and to provide feedback to bargaining unit members.

B. Informal observations will not unreasonably disrupt and/or interrupt the work day.

C. A minimum of two (2) walkthroughs shall take place during a full evaluation cycle each school year.

D. A walkthrough may focus on one (1) or more of the following components:

1. Focus for Learning;

2. Knowledge of Students;

3. Lesson delivery;

4. Classroom Environment;

5. Assessment of Student Learning; and,

6. Professional Responsibilities.

E. Data gathered from the walkthrough must be documented on the appropriate designated form and will be sent to the bargaining unit members after the walkthrough within ten (10) work days if being utilized for a bargaining unit member's rubric or summative evaluation. The teacher and/or evaluator may request a face to face meeting to discuss observations relative to the identified focus of the information observation.

7.088 Formal Observations

A. Bargaining unit members who received an Ineffective rating on the Final Holistic Rating or members who are under consideration for nonrenewal and with whom the Board has entered into a limited contract or an extended limited contract under Section 3319.11 of the Ohio Revised Code shall receive at least three (3) formal observations during the school year.

B. A bargaining unit member who has been granted a continuing contract by the Board and who receives a rating of Accomplished on the Final Holistic Rating will be evaluated every three (3) school years. The teacher will nevertheless be provided with at least one (1) observation and conference in any year that such teacher is not formally evaluated.

Observations not in the formal OTES year will take place as follows:

1. The observation will be unscheduled.

2. No teacher products are required in advance.

3. The observation will be a minimum of twenty (20) minutes in length.

4. Notes will be provided to the teacher and a conference will be scheduled between the teacher and the administrator within five (5) working days of the observation.

5. Notes will not be placed in the teacher's personnel file.

6. Notes are scripted and are in the context of the OTES rubric.

7. A post-observation meeting will take place within ten (10) working days of the observation.

8. Principals will keep a sign-off log to verify completion of the observation and completed post observation conferences.

C. A bargaining unit member who has been granted a continuing contract by the Board and who receives a rating of Skilled on the Final Holistic Rating Summative Evaluation will be evaluated every two (2) school years. The teacher will nevertheless be provided with at least one (1) observation and conference in any year that such teacher is not formally evaluated.

Observations not in the formal OTES year will take place as follows:

1. The observation will be unscheduled.

2. No teacher products are required in advance.

3. The observation will be a minimum of twenty (20) minutes in length.

4. Notes will be provided to the teacher and a conference will be scheduled between the teacher and the administrator within five (5) working days of the observation.

5. Notes will not be placed in the teacher's personnel file.

6. Notes are scripted and are in the context of the OTES rubric.

7. A post-observation meeting will take place within ten (10) working days of the observation.

8. Principals will keep a sign-off log to verify completion of the observation and completed post-observation conferences.

D. Bargaining unit members who are not included in Sections 7.088(A), 7.088(B), and 7.088(C) above will be observed at least two (2) times before their summative, completed by May 1.

E. Bargaining unit members who are in their non-formal evaluation year per Section 3319.111 of the Ohio Revised Code shall have one (1) observation and one (1) conference. These observation notes will not be in member's personnel file.

F. Formal observations shall be for a duration of at least thirty (30) consecutive minutes.

G. The first formal observation shall be completed by January 20. All formal observations shall be preceded by a brief informal conference between the evaluator and the bargaining unit member in order for the member to explain plans, objectives, and evidence for the observation and rubric.

H. Within ten (10) work days of the observation(s) the evaluator shall meet with the bargaining unit member to discuss the observation(s) for the evaluation post conference. Within twenty (20) work days of the observation(s) the evaluator shall provide the member with the written observation report. This timeline may be extended up to ten (10) additional workdays if the member or evaluator is absent or upon mutual agreement of the member and evaluator. All forms will be located in the staff area of the District network.

I. Trimester and traveling teachers will be observed and evaluated in their home buildings. One (1) additional formal observation may be made by another administrator upon mutual agreement.

J. The evaluator will not use tape recording devices, public address, or visual recording systems and similar devices for observing the work performance of a bargaining unit member unless otherwise mutually agreed upon.

K. Observations will be conducted on days mutually agreed upon by the teacher and evaluator. If the bargaining unit members were presented an opportunity and do not schedule by December 15 (first observation) and April 1 (second observation) their observation(s) will be scheduled by Administration.

7.089 High-Quality Student Data

A. The high quality student data instrument used must meet all of the following criteria:

1. Align to learning standards

2. Measure what is intended to be measured

3. Be attributable to a specific teacher for courses(s) and grade level(s) taught

4. Demonstrate evidence of student learning (achievement and/or growth)

5. Follow protocols for administration and scoring

6. Provide trustworthy results

B. The teacher must use the data generated from the high-quality student data instrument by:

1. Critically reflecting upon and analyzing available data, using the information as part of an ongoing cycle of support for student learning

2. Considering student learning needs and styles, identifying the strengths and weaknesses of an entire class, as well as individual students

3. Informing instruction and adapting instruction to meet student need based upon the information gained from the data analysis

4. Measuring student learning (achievement and/or growth) and progress towards achieving state and local standards

7.0810 Finalization of Evaluation

A. Evaluations will be completed by May 1st and each teacher will be provided a written report of the results of their evaluation by May 10th. Written notice of nonrenewal will be provided by June 1st.

B. The evaluation report shall be signed by the evaluator. The evaluation report should then be signed by the bargaining unit member to verify notification to the member that the evaluation will be placed on file, but

the member's signature should not be construed as evidence that the member agrees with the contents of the evaluation report.

C. A bargaining unit member shall have the right and opportunity to submit a written statement for attachment to the written evaluation placed in the member's personnel file.

D. Based upon the results of the annual evaluations conducted in accordance with this policy, each teacher must develop either a professional growth plan or professional improvement plan as described in Sections 7.0811 and 7.0812 below.

7.0811 Professional Growth Plan

A. Professional Growth Plans help teachers focus on areas of professional development that will enable them to improve their practice.

B. Bargaining unit members rated Accomplished will develop a professional growth plan and will choose their credentialed evaluator from within their building or at the district-level for the evaluation cycle as set forth in Section 7.088(B).

C. Bargaining unit members rated Skilled or Developing will develop a professional growth plan collaboratively with the credentialed evaluator that will be in effect for the evaluation cycle as set forth in Section 7.088 C or D.

D. Professional growth plans for a school year shall be developed no later than November 1.

E. Professional growth plans, shall describe the specific performance expectations, resources and assistance to be provided.

F. The Board shall provide for the allocation of financial resources to support professional development.

7.0812 Improvement Plans

A. A professional improvement plan is a clearly articulated assistance program for a bargaining unit member who received an Ineffective rating on the Final Holistic Rating. Members receiving an Ineffective rating will meet with their evaluator within ten (10) work days to collaborate on the development of the improvement plan; but in no instance will the plan be developed later than September 1.

B. The professional improvement plan shall include:

1. Specific performance expectations, deficiencies, goals, resources and assistance to be provided,

2. Timeline - A minimum of a six (6) week period of time given to the bargaining unit members to meet the requirements, address deficiencies, meet target dates and dates of review of the plan.

3. The District will provide for the allocation of financial resources to support professional development for a bargaining unit member on an improvement plan.

C. The evaluator involved shall assist the bargaining unit member in correcting identified deficiencies.

D. If a recommendation for an improvement plan occurs and is documented between March 1 and May 10 of the school year, the plan shall be continued into the next school year. This provision does not preclude the termination of a bargaining unit member consistent with Section 3319.16 of the Ohio Revised Code or the nonrenewal of a bargaining unit member for misconduct or for pedagogic deficiencies of such a serious nature that reemployment for the following school year is deemed inappropriate.

E. Once a bargaining unit member receives a rating of Developing or higher, the bargaining unit member will no longer be under an improvement plan.

7.0813 Criteria for Performance Assessment of OSCES (School Counselor) Members

A. School Counselor evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each school counselor and assigning an effectiveness rating based upon school counselor performance and the counselor's assessment on selected student metrics.

B. Each evaluation will result in an effectiveness rating of:

1. Accomplished;

2. Skilled;

3. Developing; or

4. Ineffective.

C. A bargaining unit member's performance shall be assessed based on the standards for school counselors and the criteria set forth in the evaluation instrument.

7.0814 Assessment of School Counselor Performance

School Counselor performance will be evaluated during formal observations and periodic informal observations also known as "classroom walkthroughs." Such performance will be assessed through a holistic process by trained and credentialed evaluators based upon the following Ohio Standards for School Counselors:

A. Comprehensive School Counseling Program Plan;

B. Direct Services for Academic, Career and Social/Emotional Development;

C. Indirect Services: Partnerships and Referrals;

D. Evaluation and Data;

E. Leadership and Advocacy; and

F. Professional Responsibility, Knowledge and Growth.

7.0815 Informal Observations/Classroom Walkthroughs

A. The purpose of a walkthrough is for the Administration to observe the classroom setting more frequently, and more purposefully, to gather evidence of instruction and to provide feedback to bargaining unit members.

B. Informal observations will not unreasonably disrupt and/or interrupt the work day.

C. A minimum of two (2) walkthroughs shall take place during a full evaluation cycle each school year.

D. Walkthrough may focus on one (1) or more of the components listed in Section 7.0813 above.

E. Data gathered from the informal observation must be documented on the appropriate designated form and will be sent to the bargaining unit member after the walkthrough within ten (10) work days if being utilized for a bargaining unit member's rubric or summative evaluation. The school counselor and/or evaluator may request a face to face meeting to discuss the observations relative to the identified focus of the informal observation.

F. Informal observations/walkthroughs will not be conducted when school counselors are engaged in counseling activities with students that require confidentiality.

7.0816 Formal Observations

A. School counselors who received an Ineffective rating on either the performance or metrics for student outcomes and members who are under consideration for nonrenewal and with whom the Board has entered into a limited contract or an extended limited contract under Section 3319.11 of the Ohio Revised Code shall receive at least three (3) formal observations during the school year.

B. A school counselor who has been granted a continuing contract by the Board and who receives a rating of Accomplished on their most recent rubric or summative evaluation will be evaluated every three (3) school years, as long as the counselor's metrics for student outcomes for the most recent year for which data is available, is Skilled or higher. The counselor will nevertheless be provided with at least one (1) observation and conference in any year that such counselor is not formally evaluated.

Observations not in the formal OSCES year take place as follows:

1. The observation will be unscheduled.

2. No school counselor products are required in advance.

3. The observation will be a minimum of twenty (20) minutes in length.

4. Notes will be provided to the school counselor and a conference will be scheduled between the counselor and the administrator within five (5) working days of the observation.

5. Notes will not be placed in the school counselor's personnel file.

6. Notes are scripted and are in the context of the OSCES rubric.

7. A post-observation meeting will take place within ten (10) working days of the observation.

8. Principals will keep a sign-off log to verify completion of the observation and completed post-observation conferences.

C. A school counselor who has been granted a continuing contract by the Board and who receives a rating of Skilled on their most recent rubric or summative evaluation will be evaluated every two (2) school years, as long as the counselor's metrics for student outcomes for the most recent year for which data is available, is Skilled or higher. The counselor will nevertheless be provided with at least one (1) observation and conference in any year that such counselor is not formally evaluated.

Observations not in the formal OSCES year will take place as follows:

1. The observation will be unscheduled.

2. No school counselor products are required in advance.

3. The observation will be a minimum of twenty (20) minutes in length.

4. Notes will be provided to the school counselor and a conference will be scheduled between the counselor and the administrator within five (5) working days of the observation.

5. Notes will not be placed in the school counselor's personnel file.

6. Notes are scripted and are in the context of the OSCES rubric.

7. A post-observation meeting will take place within ten (10) working days of the observation.

8. Principals will keep a sign-off log to verify completion of the observation and completed post-observation conferences.

D. Bargaining unit members who are not included in Sections 7.0816(A), 7.0816(B) and 7.0816(C) above will be observed at least two (2) times before their summative, completed by May 1.

E. Bargaining unit members who are in their non-formal evaluation year per Section 3319.111 of the Ohio Revised Code shall have one (1) observation and one (1) conference. These observation notes will not be in member's personnel file.

F. Formal observations shall be for a duration of at least thirty (30) consecutive minutes.

G. The first formal observation shall be completed by January 20. All formal observations shall be preceded by a brief informal conference between the evaluator and the bargaining unit member in order for the member to explain plans, objectives, and evidence for the observation and rubric.

H. Within ten (10) work days of the observation(s) the evaluator shall meet with the bargaining unit member to discuss the observation(s) for the evaluation post conference. Within twenty (20) work days of the observation(s) the evaluator shall provide the member with the written observation report. This timeline may be extended up to ten (10) additional workdays if the member or evaluator is absent or upon mutual agreement of the member and evaluator. All forms will be located in the staff area of the District network.

I. Trimester and traveling school counselors will be observed and evaluated in their home buildings. One (1) additional formal observation may be made by another administrator upon mutual agreement.

J. The evaluator will not use tape recording devices, public address, or visual recording systems and similar devices for observing the work performance of a bargaining unit member unless otherwise mutually agreed upon.

K. Observations will be conducted on days mutually agreed upon by the school counselor and evaluator. If the bargaining unit members were presented an opportunity and do not schedule by December 15 (first observation) and April 1 (second observation) their observation(s) will be schedule by Administration.

7.0817 Assessment of Student Metrics

A. The Evaluation Committee will select student metrics that will be utilized for school counselor evaluations in the areas of academics, career, and social emotional development. Any modifications to the metrics that will be used in school counselor evaluations will be ratified by the MCTA and adopted by the Board.

B. Data from these approved measures of student growth will be scored on four (4) levels, with a score of "1" being the lowest and "4" being the highest.

7.0818 Finalization of Evaluation

A. Each school counselor's performance rating for each of the six (6) standards will be combined with the assessment of student metrics to produce the final summative.

B. Evaluations will be completed by May 1st and each school counselor will be provided a written report of the results of their evaluation by May 10th. Written notice of nonrenewal will be provided by June 1st.

C. The evaluation report shall be signed by the evaluator. The evaluation report should then be signed by the bargaining unit member to verify notification to the member that the evaluation will be placed on file, but the member's signature should not be construed as evidence that the member agrees with the contents of the evaluation report.

D. A bargaining unit member shall have the right and opportunity to submit a written statement for attachment to the written evaluation placed in the member's personnel file.

E. Based upon the results of the annual evaluations conducted in accordance with this policy, each counselor must develop either a professional growth plan or professional improvement plan as described in Sections 7.0819 and 7.0820 below.

7.0819 Professional Growth Plan

A. Professional Growth Plans help school counselors focus on areas of professional development that will enable them to improve their practice.

B. Bargaining unit members rated Accomplished will develop a professional growth plan and will choose their credentialed evaluator from within their building or at the district level for the evaluation cycle as set forth in Section 7.0816(B).

C. Bargaining unit members rated Skilled or Developing will develop a professional growth plan collaboratively with the credentialed evaluator that will be in effect for the evaluation cycle as set forth in Section 7.0816 C or D.

D. Professional growth plans for a school year shall be developed no later than November 1.

E. Professional growth plans, shall describe the specific performance expectations, resources and assistance to be provided.

F. The Board shall provide for the allocation of financial resources to support professional development.

7.0820 Improvement Plans

A. A professional improvement plan is a clearly articulated assistance program for a bargaining unit member who received an Ineffective rating on either the member performance or student metrics component of their evaluation. Members receiving an Ineffective rating on either the member performance or student metrics component of their evaluation rating will meet with their evaluator within ten (10) work days to collaborate on the development of the improvement plan; but in no instance will the plan be developed later than September 1.

B. The professional improvement plan will include:

1. Specific performance expectations, deficiencies, goals, resources and assistance to be provided.

2. Timeline - A minimum of a six (6) week period of time given to the bargaining unit members to meet the requirements, address deficiencies, meet target dates and dates of review of the plan.

3. The District will provide for the allocation of financial resources to support professional development for a bargaining unit member on an improvement plan.

C. The evaluator involved shall assist the bargaining unit member in correcting identified deficiencies.

D. If a recommendation for an improvement plan occurs and is documented between March 1 and May 10 of the school year, the plan shall be continued into the next school year. This provision does not preclude the termination of a bargaining unit member consistent with Section 3319.16 of the Ohio Revised Code or the nonrenewal of a bargaining unit member for misconduct or for pedagogic deficiencies of such a serious nature that reemployment for the following school year is deemed inappropriate.

E. Once a bargaining unit member receives a rating of Developing or higher, the bargaining unit member will no longer be under an improvement plan.

7.0821 Due Process (OTES and OSCES)

A. Any grievance filed pertaining to this evaluation procedure may be filed only with respect to procedural aspects.

B. If a bargaining unit member has a concern regarding their rubric or walkthroughs they must notify their evaluator in writing within ten (10) days of the receipt of the rubric or walkthrough notification.

7.0822 Ohio ES

A. The Ohio ES is the system by which the Administration reports to the ODEW teacher evaluation results. The Administration will report the minimum information required by the ODEW. This only includes each teacher's/school counselor's performance rating, the summative evaluation rating, student growth measure for teachers or student metrics for school counselors, and the teacher/school counselor preparation program from which and the years in which the teacher/school counselor graduated. No other information will be reported to the ODEW or any other agency.

B. Before the Administration submits the Ohio ES report to the State, each teacher/school counselor will be notified of their final summative evaluation rating.

7.0823 Evaluations of Bargaining Unit Members Not Under OTES/OSCES Evaluation Systems

A. The evaluation of bargaining unit members not under the OTES system (those who do not teach students at least 50% of their assigned time) and/or not under the OSCES system, shall be based upon one (1) formal observation in compliance with Section 7.088 or 7.0816, walkthroughs in compliance with Section 7.087 or 7.0815, and other performance indicators. A second observation may be requested by a bargaining unit member by April 1st.

B. The observation and evaluation forms for bargaining unit members not under the OTES/OSCES systems are the same as for those under the OTES/OSCES systems and will be located in the Staff area of the District network.

7.09 COMPLAINT BY PARENTS, STUDENTS, OR OTHER PERSONS

7.091 Report of Complaint

Any complaint regarding a bargaining unit member made to any member of the Administration by any parent, student, or other person, which is used in any manner, will be promptly investigated and called to the attention of the bargaining unit member. The member will be given an opportunity to respond to and/or rebut such complaint.

7.092 Member Options

At the option of the bargaining unit member, but within a reasonable length of time, one (1) of the following shall apply:

A. The bargaining unit member shall have an opportunity to resolve the complaint individually with the complainant. Upon addressing the complaint the member will notify the appropriate building administrator of how the complaint was resolved.

B. The bargaining unit member with the assistance and presence of the appropriate administrator shall have a conference with the complainant for the purpose of resolving the problem. Upon request, the member may have a representative of their choice present at the conference.

7.10 PAYROLL DEDUCTIONS

7.101 General Provisions

A. In addition to those deductions required by law for Medina Municipal, Ohio State and United States Federal income taxes and the Ohio State Teachers Retirement System a bargaining unit member shall be entitled to the payroll deductions listed below.

B. If a bargaining unit member desires to make a change in their payroll deduction authorization, they shall notify the Treasurer in writing. The change shall be made as soon as possible, but in no case later than the second (2^{nd}) pay date following the receipt of the notice.

7.102 Association Dues

A. Upon the written authorization of the bargaining unit member the Board shall cause to have deducted from the member's wages the prescribed amount of United Education Profession membership dues.

B. The deductions shall be made in ten (10) equal installments beginning in October and ending in July and shall be immediately forwarded to the Association Treasurer at their home address.

7.103 Charities

A. Upon the written authorization of the bargaining unit member, the Board shall cause to have deducted from the member's wages the prescribed amount as that member's contribution to a designated charity of the member's choice.

B. Money, so deducted, shall be immediately forwarded by the Treasurer to the designated charity with an accounting as to the name(s) and amount contributed by the bargaining unit members.

C. Such authorization shall be revocable, by written notice, upon the will of the bargaining unit member.

7.104 Life and Income Protection Insurance

A. Upon the written authorization of the bargaining unit member, the Board shall deduct from the member's wages the prescribed amount as that member's premium for additional life insurance as provided for in 5.16 of this Agreement, and coverage provided by the insurance company.

B. Such authorization shall be revocable by written notice upon the will of the bargaining unit member.

C. Money so collected shall be immediately forwarded by the Treasurer, to the designated company with an accounting as to the name and amount paid by the bargaining unit member.

7.105 OEA Fund Contributions

A. Upon the written authorization of the bargaining unit member, the Board shall cause to have deducted from the member's wages the prescribed amount as that member's contribution to the OEA Fund for Children and Public Education (OEA Fund).

B. Money so collected shall be immediately forwarded, by the Treasurer, to OEA Fund along with the name and social security number of the bargaining unit member making the contribution.

7.106 Tax Sheltered Annuities

A. The Board shall purchase tax sheltered annuities for a bargaining unit member desiring to participate in a 403(b) plan, a 457(b) plan or both. Tax sheltered annuities may be selected from companies meeting the Board requirements:

1. Company must be licensed by the State of Ohio; and

2. Must have five (5) or more contracts with employees of the District. Employees with contracts not meeting this criteria will be grand-fathered.

B. The cost of such annuity shall be deducted from the annual salary of the bargaining unit member and the difference shall be the total which the Treasurer reports as that member's earnings for tax purposes.

C. Authorization for such annuity shall be revocable, by written notice, upon the will of the bargaining unit member.

7.107 STRS Service Credit Buy-Back by Payroll Deduction

The Board will make available payroll deduction for bargaining unit member buy-back of qualifying STRS credit in compliance with Section 3307.70 of the Ohio Revised Code, STRS rules, and IRS requirements. All members who wish to purchase or restore credit through payroll deduction must do so pursuant to

this Section of the Agreement. The deduction shall occur from the first pay in each month in an amount designated in writing by the member and filed with the Treasurer. All such deductions shall be accounted for as "after tax" contributions. The effective date of this payroll deduction buy-back plan shall be at least sixty (60) days after the Treasurer has notified STRS of the effective date of the plan and has sent STRS a copy of the Board resolution approving this plan.

7.11 PROTECTION OF PERSONAL PROPERTY

7.111 Storage Place for Personal Property

A. The Board shall provide a place in the office of each school in the District for storage of personal property and clothing of the bargaining unit member.

B. A committee will be formed by the principal and the staff of each school building to study and make recommendations with respect to effectively securing school buildings.

7.112 Storage of Personal Property

A. A member desiring to store their clothing and/or personal property shall be entitled to do so provided they abide by the procedure established in the individual school.

B. Any personal property placed in the possession of the Board, as set forth above, will be the responsibility of the Board and the member will be reimbursed for any loss of articles during the school day.

C. It shall be the responsibility of the individual bargaining unit member to retrieve their clothing or personal property prior to the end of the school day so that it is not necessary to store the items throughout the evening hours.

7.113 Personal Property in the Classroom

A bargaining unit member who desires to bring personal property to the classroom for use or display may do so provided they obtain the approval of the principal of the building in question. If the member obtains the approval of the principal, the Board will accept full responsibility for damage, destruction, or theft of the item in question.

7.12 JOB SHARING

7.121 Establishment; Continuation

There will be job sharing as to any position only as specifically agreed to in concept by the building principal and approved by the Superintendent. Written notice of an approved job sharing Agreement will promptly be furnished to the Association President. It is mutually understood that a job sharing Agreement

does not supersede the provisions of this Agreement. Approval of a job sharing arrangement for any one (1) year shall not constitute approval of such arrangement for the subsequent year.

7.122 Definition

Job sharing shall be defined as two (2) individuals sharing the same job such that each has one-half (1/2) of the duties/responsibilities and one-half (1/2) of the salary/monetary benefits of the job, unless some other arrangement is approved by the Superintendent and written notice of such arrangement is furnished to the Association President.

7.123 Eligibility

Two (2) bargaining unit members would mutually agree to write a job share proposal for the next school year under the terms defined below.

7.124 Candidate Selection

A. It is the responsibility of the bargaining unit member desiring the job sharing opportunity to secure the interest of another member and present that member as a candidate to the Administration as outlined below.

B. Should the bargaining unit member not be successful in securing an interested candidate internally, the Administration will post the job sharing opportunity as a Notification of Vacancy. The Administration will involve the member in the selection of the job sharing candidate.

7.125 Salary

A. Unless some other arrangement is approved by the Superintendent, each member in the job sharing situation is to receive one-half (1/2) of the salary they would have received if they had been employed full time in the position.

B. Advancement on the Salary Schedule shall be according to 5.015.

7.126 Insurance Premiums/Benefits

Unless other arrangements are approved by the Superintendent**,** each person shall be eligible for the insurance benefits defined in Article V, but each will be responsible for payment of one-half (1/2) of the cost of the monthly insurance premiums for the insurance benefits.

7.127 Written Job Sharing Plan

Any two (2) bargaining unit members interested in a job sharing arrangement will submit a written job sharing plan, in accordance with administrative procedures to be followed by them, showing in detail all particulars with respect to the job sharing arrangement proposed by them including the duties to be shared by them and the manner in which all duties are to be shared, the responsibilities to be

shared by them and the manner in which they are to be shared, and how they proposed to handle matters such as resignations, retirements, non-renewals, terminations, layoffs, return rights from the job share, and similar situations which may arise in the course of or at the conclusion of the job sharing arrangement.

7.13 TEACHER ON OTHER ASSIGNMENT

A bargaining unit member who accepts an area of responsibility that is not a traditional teaching position and not currently recognized in 1.011 as a position included in the bargaining unit shall, for purpose of this Agreement, be recognized as a member as defined in Article I. Specifically, these assignments are defined by the position titles District-wide Curriculum Coordinator, Administrative Intern, and Media Coordinator. (The position of Coordinator of District Talented and Gifted Students, currently included in the Terms of Recognition, will, in addition, be governed by the paragraphs below.)

A bargaining unit member who accepts one (1) of these positions as "teacher on other assignment" will be considered to be on Leave of Absence from their teaching position under the general provisions specified in 6.144, acknowledging that "teacher on other assignment" would be one of the reasons that a member would be granted a leave of absence. It would be acknowledged, however, that the other terms of the leave as specified in 6.145 and 6.146 would not apply.

Rights Upon Return: When accepting the new assignment that is classified as "teacher on other assignment" as described above, the bargaining unit member shall agree to a duration of leave that shall be no less than one (1) school year. Unless mutually agreed by the Superintendent and member, the leave shall not be increased or decreased, and the member shall return to active employment in their previous teaching assignment at the beginning of the next school year, or at the beginning of the next school semester if the term is decreased.

If the assignment of "teacher on other assignment" is mutually agreed to extend to an additional school year(s) beyond one (1) school year, the bargaining unit member's return to their teaching position following the second (2^{nd}) (or more) year(s) will be to at least an equivalent teaching position to that originally held.

7.14 EMPLOYMENT OF RETIREES RETURNING TO SERVICE

This Article governs the terms and conditions of employment of a superannuate or "other system retirant" (as those terms are statutorily defined for purposes of Section 3307.35 of the Ohio Revised Code) whom the Board may regularly employ in a position that falls within the description of the bargaining unit in Article 1. Except as otherwise specified below, any such employee will become a bargaining unit member upon employment and be subject to the provisions of this Agreement.

7.141 Placement on Salary Schedule

For initial placement purposes on the Teachers' Salary Schedule (Appendix C), the employee shall receive up to ten (10) years of service credit. Additionally, the employee shall receive all proper educational credit for horizontal placement on the Salary Schedule. The employee shall receive

experience/education credit as is appropriate, for each year of reemployment with the Board.

If the employee/bargaining unit member is a former employee/bargaining unit member employed by the District, they shall not retain any seniority rights afforded under this Agreement.

7.142 Contract Sequence

The employee/bargaining unit member shall receive a one (1) year limited contract (if employed after the start of the school year, such contract shall be for the remainder of the school year.) If subsequently employed, the employee/bargaining unit member shall be awarded successive one (1) year limited contracts. In no event will the employee qualify for a continuing contract or a multi-year contract. The contract shall be considered to be non-renewed at the end of each school year. Non-renewal in this instance for a superannuate shall not be subject to Section 3319.11 of the Ohio Revised Code.

The employee/bargaining unit member shall be notified no later than April 30 as to the Board's intent to offer or not offer a new contract for the next school year. Non-renewal of the one (1) year contract is not grievable under the Agreement.

Prior to April 30, the position in question shall be posted as per 10.03. A superannuate shall not be offered the position until the posting period both external and internal has ended.

The employee/bargaining unit member shall be eligible to apply for one (1) year only, co-curricular supplemental positions. Automatic renewal shall not be assumed.

7.143 Insurance Eligibility

The employee/bargaining unit member shall not be eligible to participate in any insurance fringe benefits offered to bargaining unit members under Article V of this Agreement, unless STRS insurance benefits are unavailable. If STRS insurance benefits are not available, the employee/bargaining unit member shall be eligible for all insurance benefits as per Article V.

7.144 Criminal Record Check

The Criminal Records check(s) may be waived for any retirant returning to service where such waiver(s) do/does not violate Ohio Revised Code.

7.145 Severance Eligibility

The employee/bargaining unit member will in no event qualify for severance pay and/or early retirement incentive upon leaving the employ of the District.

7.146 Prevailing Status

The provisions of this Article supersede and prevail over any inconsistent terms that may appear elsewhere in this Agreement.

ARTICLE VIII

WORK HOURS AND WORK LOAD

8.01 WORK YEAR

8.011 Length of Work Year

A. The work year for a bargaining unit member shall be one hundred eighty-four (184) days, unless reduced by calamity days as approved by the Board of Education on the District approved Calendar.

B. When the District is operating on a two-hour delay due to adverse weather or other calamity needs, bargaining unit members will report to school as soon as it is safe to do so, but in no instance later than the two-hour delay start time for their assigned buildings.

8.012 Makeup of Work Year

The work year shall contain a maximum of:

A. One-hundred-eighty (180) days for instruction. Twelve (12) hours of parent conferences shall occur, ten (10) hours will occur in the fall as determined by the Calendar Committee, two (2) hours will occur in the spring. The Calendar Committee will set a week in the spring in which two (2) hours of spring conferences must occur. The two (2) hours will be determined by the Principal and the MCTA Building Representatives in each building. Fall and spring parent conferences may be conducted virtually upon agreement between the bargaining unit member and the parent(s). Virtual conferences will be held from a District location. In exchange for all evening parent conferences, members shall not report to work on the Wednesday prior to Thanksgiving and a second day to be determined by the Calendar Committee.

Preschool teachers will be required to meet state requirements on parent-teacher conferences. These requirements may be more than the twelve (12) hours stated above. Any additional hours above twelve (12) will be scheduled separately by the preschool. (First 12 hours will be outside the work day, any additional hours will be scheduled on Fridays).

B. Two (2) days for professional meetings of teachers. One (1) of the days will be prior to the teacher driven work day and first day of instruction and one (1) of the days to be determined on a yearly basis by the calendar committee.

However, the day determined by the Calendar Committee will be eliminated and, in exchange for not having to work that day, all bargaining unit members are required to complete six (6) hours of professional development outside of the work day (three (3) hours of HoneyComb and three (3) hours outside their typical work day for Public School Works training). Any bargaining unit member who fails to attend the required six (6) hours by

April 30 will have their pay reduced by one (1) day's per diem amount, prorated to the amount of in-service time missed.

C. One (1) teacher driven work day prior to the first (1st) day of instruction which may be used by a teacher individually or in collaboration with other teachers.

D. For PreK-5 teachers, one-half (1/2) day without students prior to the first professional meeting day in 8.012B for preparation of reports. For 6-12 teachers, one-half (1/2) day without students between the first (1st) and second (2nd) semester for preparation of reports. Beginning with the 2023-2024 school year, for elementary school teachers, four (4) teacher driven work days (one day per trimester plus a floater), as scheduled by the Calendar Committee.

E. One-half (1/2) day without students on the last teacher workday of the school year, up to one (1) hour of which will be used for a general District-wide meeting and the remainder of which will be used for preparation of reports.

F. Two (2) additional days for professional meetings of teachers, one (1) in 1st semester and one (1) in 2nd semester.

G. Four (4) teacher driven early dismissal or late start days of at least 60 minutes in length will occur throughout the school year. These four (4) days may occur any month except the months that are scheduled per 8.012(F). These four (4) days will not extend the teacher work day.

H. Five (5) early release days to be determined by the Calendar Committee, which will not extend the teacher workday, for administration-led professional development.

8.02 WORK DAY

8.021 Length of Work Day

A. A bargaining unit member may be assigned appropriate starting and dismissal times, provided that their work day shall be no longer than seven and one-half (7 1/2) consecutive hours. The maximum student day at the high school will not exceed seven (7) hours and twenty (20) minutes. The maximum student day at the middle school buildings will not exceed six (6) hours and fifty-five (55) minutes. The maximum student day at the elementary buildings will not exceed six (6) hours and forty-five (45) minutes. The teacher work day prior to and after the student day following the five (5) minute dismissal supervision period will be teacher driven time subject only to the requirements of 8.026 and 8.012(H).

B. A bargaining unit member shall not be required to report for duty earlier than 7:20 a.m. nor remain on duty later than 4:00 p.m. on a regular school day provided, however, that if the Board intends to require a member to report earlier than 7:20 a.m. or remain later than 4:00 p.m.

1. The Board will give reasonable advance written notice to the Association of such intent and meet and confer with the Association in a good-faith effort to reach a mutually satisfactory understanding; and

2. The Board will not implement such a schedule except at the beginning of a school year or the beginning of a semester. The Association may bring one item to the negotiations initiated by the Board. Salary items cannot be included.

C. Bargaining unit members may be solicited, on a voluntary basis, to work an "early bird" schedule at the high school. The "early bird" schedule would begin at 6:25 a.m. and would end at 1:55 p.m. The member must begin the "early bird" schedule by teaching a class and shall not be able to substitute said class with a duty or planning period.

1. Selection of teachers for the early bird schedule would be based on seniority, area of certification, and student registration.

2. Bargaining unit members participating would be required to come to early dismissal days but would be released one (1) period early the day before or after early dismissal as compensatory time.

D. A bargaining unit member involved in individualized parent conferences pursuant to 8.012 shall not be required to work more than seven and one-half (7 1/2) consecutive hours, as provided in 8.021(A), report for duty earlier than 7:20 a.m., nor remain on duty later than 9:30 p.m. on the day of such conference.

8.022 Duty Free Lunch Period

Included in the work day of a bargaining unit member shall be a thirty (30) minute duty free lunch period guaranteed under Section 3319.072 of the Ohio Revised Code.

8.023 Planning Time

Included in the work day of a bargaining unit member will be planning time during which they will not be assigned duties. Planning time is primarily for activities directly related to their professional duties for instruction. This planning time shall be during the student day, exclusive of travel time to escort students, and shall be as follows:

A. Preschool – no less than two-hundred-fifty (250) minutes per five (5) day week.

1. District all–day PD – Preschool teachers will have the entire day for plan time unless there is a required special education training from the Department of Pupil Services.

2. Friday following an all-day PD (not district PD) – no staff or building meetings unless Preschool teachers agree to have one (this does not include special education meetings such as IEP team meetings, Section 504 meetings, etc.)

B. Elementary - no less than two-hundred-fifty (250) minutes per five (5) day week. There shall be a minimum of one (1) planning segment of forty-five (45) consecutive minutes per day for each elementary teacher, except on PLC days of thirty (30) consecutive minutes. Any additional daily planning segments shall be no less than twenty (20) consecutive minutes. Elementary administrators will use their best efforts to provide in their buildings common planning grade-level/team planning times.

C. Middle School - one (1) regular class period per day.

D. Senior High - Eight hundred sixty (860) minutes per two (2) weeks with a minimum of one (1) planning period per day of at least forty (40) consecutive minutes.

8.024 Scheduled Duties

A. High School

1. The student day at the high school will consist of eight (8) periods (exclusive of lunch). The administration can require a high school teacher to teach not more than six (6) classroom teaching periods with two (2) planning periods. If the teacher is not required to teach six (6) classroom teaching periods, the teacher will teach five (5) classroom teaching periods with two (2) planning periods and one (1) duty period or period for student control when the individual would be assigned to a study hall or other control responsibility.

2. A High School Schedule Committee will be created, comprised of eight (8) Association members and eight (8) Administrators. The Association members will be appointed by the Association President and the Administrators will be appointed by the Superintendent or designee. The High School Schedule Committee will meet to discuss potential revisions to the High School's bell schedule. The High School Schedule Committee will vote on any proposed High School's bell schedule that deviates from Paragraph (A)(1) of this Section. If the High School Schedule Committee approves the proposed High School bell schedule by a majority vote, then Paragraph (A)(1) of this Section will be removed from this Contract, and the High School bell schedule approved by the High School Schedule Committee will be implemented in the school year immediately following its approval.

3. The Administration will use their best efforts to rotate duties assigned high school teachers on a yearly basis.

B. The work day of a bargaining unit member employed as a middle school teacher will consist of one of the following:

1. Six (6) classes, two (2) preparations, one (1) team period and one (1) planning period;

2. Five (5) classes, two (2) preparations, one (1) team period, one (1) planning period, and one (1) duty period;

3. Five (5) classes, one (1) preparation, one (1) team period, one (1) planning period, and one (1) duty period;

4. Six (6) classes, one (1) preparation, one (1) planning period, one (1) team period, and no duty period;

5. Unified Arts/Encore:

   a. Six (6) classes, two (2) preparations, one (1) duty, one (1) planning period;

   b. Six (6) classes, one (1) preparation, one (1) duty, one (1) planning period;

   c. Five (5) classes, two (2) preparations, two (2) duty periods, one (1) planning period;

   d. Five (5) classes, one (1) preparation, two (2) duty periods, one (1) planning period.

C. A bargaining unit member employed at the middle school level may agree to teach:

1. Grade Six:

   Six (6) classes, three (3) preparations, one (1) team period and one (1) planning period.

2. Grades 7 and 8:

   Five (5) classes, three (3) preparations, one (1) team or duty period, and two (2) planning periods, or;

   Six (6) classes, three (3) preparations, one (1) team period, and one (1) planning period.

A teacher who agrees to one of the above alternate schedules will submit written Agreement that is binding for one (1) year.

D. The assignment of student control responsibilities shall consist of the bargaining unit member being assigned to work with and/or supervise

students in a manner that does not require them to engage in preparation or grading activities.

E. Elementary administrators will use their best efforts to coordinate District-wide equitable duty assignments. If any bargaining unit member finds conditions not workable and unreasonable, it becomes an item for grievance.

8.025 Number of Preparations

A seventh through twelfth grade teacher will not be required to teach more than one (1) subject area (e.g. social studies, science) nor have more than two (2) teaching preparations within the area, at any one time. An individual who elects to teach more than one (1) subject area and/or have more than two (2) teaching preparations may, at their individual discretion, develop a schedule satisfactory to them and the Administration.

8.026 Meetings within Work Day

A. Meetings shall not be called without two (2) days advance notification unless it is an emergency.

B. Administrators are urged to plan, coordinate, and consolidate issues so that these meetings are held only when they are timely, necessary, and appropriate.

8.027 Teacher Based Teams (TBT) K-5

TBT time is designed to allow administrators and teachers to collaboratively work to meet student needs and raise achievement through looking at data, goal-setting, discussing teaching and learning strategies and participating in job-embedded professional development. TBT time should be between 40-45 minutes per session.

Administrators and teachers will engage in a good faith effort to collaboratively determine the TBT agenda. Notes should be taken and shared with all participants including special education and intervention teachers.

8.03 MEETINGS OUTSIDE OF THE WORK DAY

8.031 Meeting with Parents and Students

A. The Association and Board encourage bargaining unit members to be available for meetings with parents and students.

B. A bargaining unit member may be available as needed beyond the above established work day for meetings with either students or parents.

C. A bargaining unit member may be requested, by their building principal, to be available for conferences with students and/or parents either before

or after normal school hours for students, provided that the member shall have been given at least two (2) days advanced notice of such conference.

8.032 Meetings Called by Administrators

A. In addition to the above-mentioned individual conferences, the Administration may call a total of thirteen (13) meetings per school year, provided all bargaining unit members affected are given at least seven (7) days' notice of such meeting.

B. A bargaining unit member will not be required to remain longer than one (1) hour beyond their normal scheduled departure time to attend the above meetings.

C. No meeting shall be scheduled for the last school day of any work week.

8.033 Meet The Teacher

Each school will hold a "Fall Meet the Teacher Night" at which attendance by bargaining unit members assigned to that school is mandatory. This event will be ninety (90) minutes in duration and will occur not earlier than the first regularly scheduled teacher work day of the school year and not later than September 30.

8.034 Other Meetings

Attendance at all other assignments or meetings other than during the regular work day will be at the option of the individual bargaining unit member.

8.04 DUTIES OUTSIDE THE WORK YEAR AND/OR WORK DAY

8.041 Voluntary Participation in Additional Duties

A. Participation of a bargaining unit member in co-curricular activities will be strictly voluntary.

B. A bargaining unit member shall not be required to attend a meeting or accept an assignment other than during the regular work year as set forth above.

8.042 Job Description for Additional Duties

A. As part of the previous Agreements between the Board and the Association, a cooperatively developed set of job descriptions have been established for the Co-curricular Program. These job descriptions include:

1. Title of position;

2. Specified tenure of responsibility;

3. Detailed job objectives;

4. Procedure for establishing and evaluating goals of positions; and

5. System and procedure for evaluation.

B. Each position established in the future will have the above criteria in existence and a salary agreed to by the Association and the Board, or the position will not be considered established and no assignment can be made.

8.043 Contract for Additional Duties

The Board shall issue a limited supplemental teaching contract to a bargaining unit member assigned additional duties.

8.05 CURRICULUM DEVELOPMENT COORDINATOR

8.051 Duties of the Curriculum Development Coordinator

A. Duties of a High School, Middle, and Elementary Curriculum Development Coordinator may include, but not limited to:

1. Work with administration in the formation and implementation of curriculum changes and to act as a conduit between department members and administration regarding departmental concerns;

2. Serve as a member of the curriculum course(s) of study committee;

3. Assist in promoting, developing, and coordinating instruction among teachers in common curricular area(s);

4. Assist in developing, supporting and communicating the vision of our District's curriculum and instruction;

5. Upon a teacher's request, assist teachers within the respective curricular area(s) in matters such as implementation of curriculum and methodology;

6. Assist in planning and facilitating professional development opportunities for teachers in their curricular area(s);

7. Serve as a liaison between staff, principals and the Department of Instruction;

8. Assist in the recommendation, purchase and inventory of curriculum materials and equipment;

9. Serve as a resource for entry year, new teaching employees, and teachers new to assigned curricular area(s);

10. Attend meetings with the principal and Department of Instruction as scheduled

    a. Building level CDC/BLT meetings – two per month

    b. District Level CDC/DLT Meetings – no more than 6 meetings per school year for a total of no more than 12 hours (August – June);

11. Develop departmental budgets as appropriate and directed in coordination with the building administration and/or central office;

12. A CDC will not be required to perform any duties that would remove them from the bargaining unit as defined in 1.01 of the teacher contract;

13. A bargaining unit member may not be assigned any responsibilities that are the duties of a CDC unless such bargaining unit member is issued a limited supplemental teaching contract as a CDC;

14. Serve on the Building Leadership Team (BLT);

15. Will be offered the opportunity to be involved in scheduling; and

16. Will be offered the opportunity to be involved in filling positions within their curricular area(s)

8.06 MIDDLE SCHOOL TEAM LEADER

8.061 Duties of Middle School Team Leader

A. Duties of a Middle School Team Leader may include, but not be limited to:

1. Cooperate with the principals, other administrators, and other team leaders and department heads in curriculum development;

2. Chair Team meetings;

3. Attend Team Leader meetings;

4. Consolidate Team teachers' budget requests;

5. Consolidate orders for Team teachers and approve payment upon receipt of materials;

6. Maintain supplies and equipment with the assistance of other Team members;

7. Coordinate input from Team teachers regarding master schedule; and

8. Cooperate with the principal in arranging a schedule for any Team Leader's extended time prior to the start of the school year. Any such extended time will be paid as additional compensation on a per diem basis, and it shall be offered only as the principal deems necessary.

B. A Middle School Team Leader will not be required to perform any duties that would remove them from the bargaining unit as defined in 1.01 of this Agreement.

C. A bargaining unit member may not be assigned any responsibilities that are the duties of a Middle School Team Leader unless such member is issued a limited supplemental teaching contract as a Middle School Team Leader.

D. Other than regularly scheduled faculty meetings, meetings which are required of the Middle School Team Leaders must be held within the boundaries of the teacher day, but not necessarily the student day.

E. Middle School Team Leaders will be released from scheduled team planning duty at least once per week to perform team leader responsibilities.

F. Middle School Team Leaders will be offered the opportunity to be involved in filling positions within their team.

8.07 CURRICULUM REVIEW

In order to develop/promote a working relationship between the parties regarding curriculum decisions in the District, the parties agree to set up a Curriculum Review Program. This program is designed to integrate the current curriculum, the state minimum standards and the needs/abilities of the school population into a complete program for the District.

The program will be ongoing and cyclic. During the initial years of the reviews, at least one (1) subject area will be considered. Bargaining unit members from each level as well as administrators should be identified as participants in this process. Schedule adjustments and released time may be provided as deemed appropriate by the Administration and agreed to by the members involved. The complete review, in document form, shall be distributed among the members to serve as a guide for curriculum.

Bargaining unit members selected as a part of curriculum review committees shall be entitled to compensation/benefits and rights as established by this Agreement and its specific addendum, if any.

Members in the area(s) being reviewed will be consulted and their input sought throughout this process. When the process is completed, and prior to Board adoption, all

members in area(s) being reviewed will have the opportunity to examine the final report and make recommendations to the committee.

The textbook adoption schedule shall be available to all members in the principal's office of each building.

8.08 RESIDENT EDUCATORS

8.081 Program

Resident Educators and mentor teachers will participate in professional development and related activities as required by the Ohio Department of Education and Workforce (ODEW). The requirements of the ODEW govern the program. Resident Educators shall not be required to participate in "HoneyCOMB" courses under Section 8.012(B).

8.082 Resident Educator Committee Structure /Compensation

The Resident Educator Committee will consist of trained mentors of no more than four (4) Association members appointed by the Association President and two (2) Administrators appointed by the Superintendent or designee. The Committee shall operate in accordance with the Teacher Education and Licensure Standards, ODEW Guidelines, and all applicable laws and rules.

One (1) classroom teacher will serve as the Committee co-chair and will be compensated at $1,500 per year. Other teacher members will be compensated at $1,000 per year.

8.083 Mentors Compensation

Bargaining unit members wishing to serve as mentors may submit an application to the Committee. Members selected into the mentor "pool" will receive training, up to a maximum of two (2) days, during the summer. Training required to become a mentor is stipulated by the ODEW. Mentors are paid as outlined below:

$2,000 for First-Year Resident Educator Mentors (maximum 1);

$2,000 for Second-Year Resident Educator Mentors (maximum 1).

8.084 Confidentiality

A mentor shall communicate directly with their Resident Educator and shall hold all information in strict confidence. All interactions, written and verbal, between the mentor and Resident Educator shall be confidential information.

No mentor shall participate in any formal or informal contractual evaluation of their Resident Educator.

No mentor shall be directed, required, or requested to make any recommendation regarding the employment of their Resident Educator.

8.09 PROCESS FOR AN AGREEMENT WAIVER FOR A BUILDING

8.091 Procedure

A bargaining unit member or an administrator who wants to initiate a practice that would not be allowed under this Agreement could obtain a waiver from Article VIII of this Agreement by following the sequence below:

Step 1. The plan must be put in writing on the proper form (Appendix F) and must contain:

a. The intended practice;

b. Ramifications and implications for the building as a whole;

c. Duration;

d. Financial implications.

At this point there may be discussion to more completely and accurately complete the form.

Step 2. The plan shall be submitted to the building principal, the Association Vice President, and the Superintendent. They may jointly revise, approve, or disapprove the plan (Association checks to make sure the plan proposal is complete). At the same time, an opportunity for open discussion on the proposal must be provided, preferably at the faculty meeting.

The Association and Superintendent shall reply within ten (10) days.

Step 3. If revisions are needed, repeat Steps 1 and 2.

Step 4. After approval of the plan is granted by both the Association and the Superintendent, the plan shall then be voted on by the Association members in the building. Eighty (80) percent must approve for the plan to remain viable.

Step 5. Disposition of the vote shall be communicated to the Superintendent and the Association Vice President.

Step 6. If the vote is approved, the plan shall become an appendix to this Agreement upon approval of the Association and the Superintendent.

8.10 PROFESSIONAL DEVELOPMENT COMMITTEE

An eleven (11) member Professional Development Committee (PDC) composed of eight (8) Association members representing the various levels/buildings appointed by the Association President and three (3) Administrators appointed by the Superintendent is established for the purpose identified below.

8.101 Responsibilities

1. The PDC is responsible for providing input and evaluating professional development.

2. Members of the PDC will serve as liaisons/spokespersons/ representatives for other bargaining unit members in the sharing of information, ideas, securing feedback, and reporting back to appropriate staff.

3. The PDC will evaluate and determine awards for the District Staff Development Leave Grants.

4. The PDC is responsible for implementing, coordinating, and evaluating the courses offered through the District's Professional Development Program.

    - The PDC will establish guidelines and bylaws as they apply to the Program.
    - Members of the PDC will act as facilitators for each of the Program course offerings.
    - Course offerings approved for the Program will serve the instructional learning needs of the District's staff including classes pertaining to electronic workload. State-mandated professional development for licensure requirements will not be included in these offerings.
    - The PDC will develop and maintain an appeals procedure.
    - The decisions of the PDC are not grievable.

8.102 Meetings

The PDC will meet monthly throughout the school year to complete the responsibilities of preparing the subsequent school year's menu of Program course offerings.

8.103 Compensation

Each PDC member will be compensated with a yearly stipend of $1,000. In addition, in consideration of the member's participation on the Committee and function as a facilitator, the three (3)-hour HoneyComb attendance obligation outside the work day appearing in 8.012(B) of this Agreement will be waived.

ARTICLE IX

WORKING CONDITIONS

9.01 CLASS SIZE

Class Size: The number of students for which a teacher is accountable in any one period or in elementary, as defined in 9.011.

Class Load: The total number of students for which a teacher is accountable throughout the course of a day.

The Board will use its best efforts to equalize the number of students in comparable grade levels and/or subject areas in the existing regular classrooms of all school buildings. If any bargaining unit member finds conditions not workable and unreasonable it becomes an item for grievance.

9.011 Class Size Limits/Class Load

The regular education class size limits shall be as follows: (exclusive of art, physical education and music classes at the elementary level, and exclusive of performing music classes at the middle and high school levels.) Art, physical education and music classes at the elementary level are understood to be one homeroom class per period.

Grade PreK	Per state requirement
Grades K-2	25
Grades 3-5	27
Grades 6-8	29
Grades 9-12	30

For Grades 7-12 the Class Load shall be as follows:

5 classes/1-2 preps – 150
5 classes/3 preps – 145
6 classes/1-3 preps – 165

Special Education

The Board will comply with the Ohio Operating Standards for serving Children with Disabilities when assigning students to special education teachers. This includes filing for a waiver with the Office for Exceptional Children if a special education teacher exceeds the operating standards limits. If the District does apply for a waiver and it is approved, the special education teacher who is serving more than the defined ratios will be provided compensation on a per student basis over the ratio limit in accordance with 9.014 and 9.015.

High school special education teachers – In any year a special education teacher's load is over 80 they will not have a duty or support study hall. A

special education teacher who teaches 5 classes/3 preps with a class load of 80 or under will still have a support study hall.

9.012 Basis for Determination of Classroom Enrollment – Elementary

Enrollment for the elementary classroom will be based on: The number of students who are assigned to that classroom for whom the regular classroom teacher is primarily responsible.

Primary responsibility means that the student is:

1. Assigned to the classroom full time; or

2. Assigned to the classroom full time but "pulled out" for instructional purposes less than fifty (50) percent of the instructional day; or

3. *Included* for at least two (2) hours per day as a special education student (one (1) hour for kdg.) in the regular classroom and the regular classroom teacher is without assistance for that student for the majority of instructional time the student is in the teacher's regular classroom.

9.013 Class Size and Load Limits – Middle School/Secondary 6-12

The Administration will make every effort to maintain class size of twenty-five (25) students in grades 6-12. However, class size limits for middle school and for secondary school will not exceed the numbers appearing in 9.011. The class load for grades 6-12 is not to exceed the numbers appearing in 9.011 for all classes. If Administration is unable to prevent class load from exceeding the numbers appearing in 9.011 or class size from exceeding the numbers appearing in 9.011 the bargaining unit member shall be compensated as per 9.015.

A teacher is accountable for a student when they are responsible for preparing, monitoring or assessing the student's academic work and/or academic performance. When it is determined that a student has withdrawn, the teacher's last date of responsibility will be considered to be the student's last date of attendance, regardless of the actual date of official withdrawal.

9.014 Determination of Class Size/Load Overload for Compensation Purposes

A. On the first day of school each semester, each teacher will receive a class size/class load verification form (Appendix H). The teacher must return the form on the fifth (5th) day of school and note any discrepancies between the official class roster and actual attendance. This form will be used to determine when class size and/or class load exceeds the predetermined limits. When a student is added to class during the semester, it is the responsibility of the teacher to notify the building principal when the class size and/or class load exceeds the predetermined limits. When class size and/or class load exceeds the limits, the teacher shall notify the principal within five (5) days by filling out the appropriate form(s) (Appendix H). Upon receiving proper notification, the principal has five (5) days to correct

the situation. If the situation is corrected within five (5) days, the teacher is not entitled to compensation.

B. If the situation is not corrected, the teacher will receive compensation. The compensation will be prorated to the first (1st) day the class size and/or class load was exceeded. If the teacher fails to submit the appropriate form(s) to the principal within the five (5) day period, and the principal does not correct the situation, then compensation begins on the date the form was received by the building principal. Note, the building principal will still have five (5) days from the date of discovery to correct the situation before compensation is considered.

9.015 Compensation

Bargaining unit members will receive additional compensation for students who are assigned to their classrooms over and above class size limits. Compensation will be allocated as follows:

Grades K-5: For each student assigned full time to the classroom over the class size limit, as specified in 9.011 compensation would be awarded equal to one (1) percent of the base pay. (Ex. 3-5 class size limit is twenty-seven (27). The one (1) percent base rule begins with the twenty-eighth (28th) student and is awarded on a pro-rated basis by day calculated for each semester.)

Grades 6-12: Exceeding Class Load: For each student over the class *load* limit, as specified in 9.011 compensation would be awarded equal to one (1) percent of the base, pro-rated by day, calculated for each semester.
(Ex.: Class Load = 150 students; For each student over one hundred-fifty (150), the teacher would receive one (1) percent of the base multiplied by the fraction of the school year the student was assigned to that teacher for the semester.

[(1% X Base)] X (days assigned/180) = $_____

(This calculation would be done following each semester.)

Exceeding Class Size: For each student over the class size limit as specified in 9.011, compensation is calculated as described in the preceding paragraph, except the product of one (1) percent of the base salary is divided by the number of classes taught, to reflect that the student is assigned a fraction of each day.

(Ex.: Class size limit is twenty-nine (29) students. For each student over student number twenty-nine (29), the calculation would be:

[(1% X Base)/# classes] X (days assigned/180) = $_____

(This calculation would be done following each semester.)

Accounting: Calculations will always be performed in sequence to determine first if class load has been exceeded before any calculations are made for class size. A student for whom a stipend is being paid under the class load calculation cannot be counted in a class size calculation.

9.02 WORK YEAR SCHEDULES

Prior to the last regularly scheduled work day of the school year, the Administration will notify non-elementary bargaining unit members of the potential academic courses they will be teaching for the ensuing school year. All bargaining unit members shall receive the building master schedule prior to the first teacher work day each school year. This schedule shall include all of their planning time. Adjustments to the master schedule after the first teacher work day may be necessary based upon student enrollment, changes in personnel, or other factors.

9.03 ASSIGNMENT TO MORE THAN ONE BUILDING

9.031 Travel Time

The schedule of a bargaining unit member who is assigned to more than one (1) school building will be arranged so that such individual will not be required to engage in an unreasonable amount of interschool travel. The amount of travel time for a member assigned to more than one building in a day shall be mutually determined by the member and the Administration. If the member and the Administration cannot reach consensus on the amount of travel time, then the Superintendent will make the final determination.

9.032 Building Assignment

No member will be assigned to more than three (3) buildings unless by mutual consent of the member and Administration.

9.033 Storage

All members assigned to more than one (1) building will be provided adequate storage for their instructional supplies and materials.

9.034 Communication

If the instructional schedule of a member assigned to more than one (1) building is altered, they shall notify the appropriate administrator. Such bargaining unit member shall be notified of any change in their schedule as soon as is practicable.

9.035 Schedule

The written instructional schedule will include the home school of a member assigned to more than one (1) building.

9.04 SUBSTITUTE TEACHERS

9.041 Certificated /Licensed Substitutes

Every effort will be made to employ a fully certificated/licensed substitute for every bargaining unit member who is absent.

9.042 Substitute for Special Teachers

Principals shall make every effort to obtain a qualified substitute when a special (i.e., art, music, physical education, L.D. resource, SBH, DH etc.) teacher is absent. An Intervention Specialist substitute will be provided in the event of extended absence.

9.05 STUDENT CONDUCT CODE

9.051 Copies of Code

The Board shall provide each bargaining unit member with a copy of the Student Conduct Code adopted by the Board.

9.052 Adherence to Code

All bargaining unit members shall support enforcement of the Student Conduct Code established and adopted by the Board.

9.053 Discipline of Students

A. A discipline procedure will be established in all District buildings consistent with the Student Conduct Code provided under 9.051. The objectives of establishing these building procedures is to clarify for all staff members, administrators, students and parents acceptable school behavior and the consequences of not following those behaviors.

   Each principal will work in conjunction with their staff in developing a building discipline plan in accordance with the Student Conduct Code.

B. Once building discipline plans have been established, building principals will work cooperatively with their teaching staffs to develop classroom behavioral guidelines. It is expected that teachers will develop classroom guidelines independently, consistent with the building plan by October 1 of each school year, and subject to the approval of and kept on file with the principal.

C. Building discipline plans shall be reviewed and updated on an annual basis. Update of building discipline plans would be subject to any change in District policy, state law and individual building needs.

D. Bargaining unit members need to be made aware of the disposition of disciplinary referrals to school administrators in all cases where it is practicable. In particular, members need to know the rationale for

administrative decisions which would overrule a member's judgment or action in disciplining a student.

9.06 PROTECTION OF BARGAINING UNIT MEMBERS AND STUDENTS

9.061 Referral of Student to Specialist

When, in the judgment of a bargaining unit member, a student requires the attention of a counselor, speech and hearing therapist, psychologist, or physician, they will so inform the building principal. The principal will arrange, as soon as possible, for a conference with the principal, the member, and a representative from the office of student services to discuss the problem and to decide upon appropriate steps for its resolution.

9.062 Special Education

A. The Administration will make every effort to apportion students with special needs evenly and fairly among the teachers and classrooms in order to meet the needs of both the students and the teachers. Appropriate in-service will be provided for teachers who have students with special needs in the regular classroom, including teachers who are assigned co-teaching classrooms.

B. Special education teachers and speech and language pathologists will receive the following release time that must be scheduled by mutual agreement between the bargaining unit member and administrator:

1. One (1) release day in District to be used for Individual Education Plan (IEP) writing taken in at least one-half (1/2) day increments;

2. An exemption of up to twelve (12) hours from parent-teacher conferences in exchange for time spent by the member outside the work day writing IEPs and participating in IEP meetings;

3. One-half (1/2) release day to plan and one-half (1/2) release day to complete each student’s alternative assessment.

C. School counselors will receive the following release time that must be scheduled by mutual agreement between the bargaining unit member and administrator;

1. One (1) release day in District to be used for Section 504 writing taken in at least one-half (1/2) day increments;

2. An exemption of up to twelve (12) hours from parent-teacher conferences in exchange for time spent by the member outside the work day writing 504s and participating in 504 meetings.

9.063 Removal of Student from Classroom

If the principal decides that a pupil, who has been removed from the regular classroom for either disciplinary reasons or to benefit from the special attention of persons provided for in 9.061 should be re-admitted to the regular classroom and the bargaining unit member responsible for the regular classroom objects, the matter will, within twenty-four (24) hours after the decision by the principal, be referred to the Superintendent. The Superintendent will render a final decision in the matter within two (2) days after the conclusion of the referral.

9.064 Administration of Medication

A. Responsibility

1. Bargaining unit members will not, except in situations stipulated in 9.092 below, be responsible for the Administration of prescription or non-prescription medication to students.

2. Medical professionals contracted by the District will administer all medication to students from a centralized location, at designated times of the school day.

B. Exceptions

1. Volunteer bargaining unit members in each school will administer medication and/or first aid to students one (1) only in the event that contracted medical professionals are not available, and two (2) only in the event that they have received proper training that has been certified/verified as required. The Board will comply with Section 3313.713 of the Ohio Revised Code regarding the administration of medication to students.

2. Each school will be required to have a trained corps of volunteer bargaining unit members to provide assistance in the Administration of medication and first aid during those times when contracted medical professionals may not be available. This group of volunteers will be held harmless from liability in the performance of any volunteer medically related responsibilities.

3. Bargaining unit members whose teaching assignment is Intervention Specialist-Moderate to Severe, may administer medication and treatment only in the event that they have received proper training and that this training has been certified/verified as required.

4. Bargaining unit members may be required to administer medication for emergencies, field trips, special circumstances and co-curriculars.

9.07 FACILITIES

9.071 Building Security

A. The Board shall take precautions so that all bargaining unit members have the opportunity to work in an environment in which reasonable and prudent measures have been taken to ensure the safety of members while engaged in professional responsibilities.

B. Toward this end, Security Committees will be formed by each building principal, the objective of which will be to collaboratively design a building security plan based on standardized guidelines under the direction of the Business Manager.

C. Security Committee meetings will be held a minimum of two times per school year with a building security report, in accord with the District format, due to the Shared Leadership Team by May 1 preceding the new school year.

9.072 Protection of Property

The Board shall take precautions to prevent theft, damage and/or other types of vandalism in connection with school buildings and property contained therein.

9.073 Board Provided Facilities

The Board shall provide the bargaining unit members with the following facilities in each building:

A. A private lunchroom;

B. Workable sink, refrigerator and stove or microwave, and paper towels in the lunchroom;

C. Safe storage for outer clothing.

9.074 Privacy of Facilities

The Board will use its best efforts to assure that the private lunchrooms are well-ventilated and large enough to comfortably seat at least the number of employees assigned to lunch at any one time.

9.075 Environmental Quality

Reasonable efforts will be made to address air quality concerns which are brought to the attention of the Administration. These efforts may include, but not be limited to an air check by an independent agency.

ARTICLE X

CHANGES IN ASSIGNMENT OR TRANSFER OF PERSONNEL

10.01 ASSIGNMENT

10.011 Assignment Defined

The Superintendent will assign a newly employed bargaining unit member to their specific position. Such assignment will include the subject area, where applicable, grade level(s), and building(s).

10.012 Notice of Assignment

The Superintendent will give notice of assignment to a new bargaining unit member as soon as practicable and, except in the case of emergency, not later than July 30th.

10.013 Voluntary Change of Assignment

A bargaining unit member who applies and is assigned to an area of responsibility created by the leave of absence of another member will, upon the exercise of that member's legitimate right to return to this position, return to their former position or an equivalent position.

In the event that the position temporarily held by the bargaining unit member was one for which a higher rate of compensation was received, the member shall be entitled to the rate of compensation commensurate with the position to which they are returning.

10.02 INVOLUNTARY TRANSFER

10.021 Involuntary Transfer Defined

A. An involuntary transfer shall be defined as an involuntary change of assignment.

B. A bargaining unit member whose class has been assigned to another building shall not be considered involuntarily transferred for purposes of this provision.

10.022 Transfer Procedure

A. The Superintendent may involuntarily transfer a bargaining unit member only:

1. After a meeting, or notice of the right to have a meeting with the member; and

2. If the reason(s) for the involuntary transfer is not discriminatory, arbitrary, capricious, or without a rational basis in fact; and
3. If the bargaining unit member has been given written notice of the involuntary transfer and the reason(s) therefore as soon as practicable and, except in case of emergency, not later than July 15.

B. A bargaining unit member may, at their option, be represented by the Association during the consultation with the Superintendent.

C. When an involuntary transfer is necessary the area of competence, length of service in the District, length of service in the building, grade or subject from which involuntary transfer is contemplated for the bargaining unit member, frequency of previous involuntary transfers, and other relevant factors, including legal requirements, will be considered in determining which member is to be involuntarily transferred.

D. A bargaining unit member being involuntarily transferred will be placed only in an equivalent position: i.e., one which, among other things, involves no reduction in salary and no impairment of tenure. However, for people hired into a position with extended time after July 1, 1997, who are later involuntarily transferred to a position without extended time, the extended time will be reduced on a schedule which would not reduce total salary.

Example: A bargaining unit member on extended time has a <u>total salary</u> which is the sum of the <u>base salary plus the extended time salary</u>. If the member is transferred to a new position not requiring extended time, the salary for that member will remain constant with the total salary of the last year the member was in the extended time position. This will be achieved by gradually reducing extended time and extended time compensation in successive years as base salary increases, keeping total salary constant until such time as it would normally increase considering base salary alone.

10.023 <u>Option to Request Reassignment</u>

A. A list of open positions in the school system will be made available to a bargaining unit member being involuntarily transferred.

B. The bargaining unit member may request, in order of preference, the position(s) to which they desire to be reassigned.

10.024 <u>Option to Resign</u>

A bargaining unit member being involuntarily transferred may choose to resign and seek employment elsewhere. If the member makes such a decision the Board shall hold the individual harmless of Section 3319.15 of the Ohio Revised Code.

10.025 Effects on Class Size

Involuntary transfers will not contribute to unreasonable class sizes in the area from which the individual was involuntarily transferred.

10.03 VACANCY

10.031 Vacancy Defined

A. Unless the provisions of Article XI, Reduction in Staff, are implemented, a vacancy in a bargaining unit position shall exist when:

1. A bargaining unit member dies;

2. A bargaining unit member resigns;

3. A bargaining unit member retires;

4. A bargaining unit member has their limited teaching contract non-renewed;

5. A bargaining unit member has their teaching contract terminated;

6. A bargaining unit member is involuntarily transferred;

7. A bargaining unit member is voluntarily transferred;

8. A bargaining unit member is promoted;

9. A new position is created within the bargaining unit.

B. A vacancy in a bargaining unit position shall also exist when a bargaining unit member requests and is granted a leave, other than sick leave or assault leave, for more than six (6) consecutive work weeks if the teaching contract of another member, holding proper certification for that position, has been or is to be suspended to achieve a reduction in staff.

C. A vacancy in a bargaining unit position shall also exist whenever a bargaining unit member requests and is granted a leave which extends beyond the academic year in which the leave commences. Such position will be posted for the academic year beyond the one in which the leave commences.

10.032 Notification Vacancy

A. Knowledge of a vacancy initiated by a bargaining unit member occurs when the Superintendent has a formal letter. In this instance, the member vacating the position should submit a written notice of resignation as soon as possible. If the Superintendent determines not to fill the vacancy, they will so notify the Association President by email.

B. During the regular work year, email notification of a vacancy will be sent to all bargaining unit members.

C. During the summer months, when school is not in session, notice of vacancy shall be sent by email notification and by the emergency phone notification system to all bargaining unit members.

D. A copy of the notice shall be given to the Association at the time notification is made and during the school year a copy of the posting will also be placed in staff break rooms in each building and in each of the high school houses and main office.

E. In the notification, the qualifications for the position, its duties, and the rate of compensation shall be clearly set forth. The qualifications for a particular position will not be established or changed without advance notice to the Association.

10.033 Length of Notification

A. A bargaining unit member who desires to be reassigned to such vacancy shall submit their application to the Superintendent within the time limit specified in the notification.

B. When a vacancy occurs before the end of the regular work year, the time limit shall not be less than five (5) days from the date of the notice (but in no event less than three (3) regular scheduled work days).

C. If a vacancy occurs after the end of the regular work year and during the months of June and July, the time limit shall not be less than ten (10) calendar days from the date of notification.

D. If a vacancy occurs after the end of the regular work year during the month of August and prior to the start of school, the time limit shall not be less than three (3) week days from the date of notification.

10.034 Shifting Enrollments

In the event that due to shifting enrollments within an elementary building, it becomes necessary to reallocate the staff, bargaining unit members may be voluntarily reassigned within their current building without following the posting procedure.

10.035 Exchange Positions

Bargaining unit members who jointly agree to exchange positions with the Superintendent's approval, may do so without following the posting procedure.

10.04 VOLUNTARY TRANSFER

10.041 Voluntary Transfer Defined

A voluntary transfer shall be defined as a voluntary change in assignment.

10.042 Voluntary Transfer Procedure

A. The Superintendent shall annually, not later than the fifteenth (15th) day of February, distribute to all bargaining unit members, survey forms on which requests for voluntary transfer may be made. Completed survey forms shall be forwarded to the Superintendent through the building principal no later than the first (1st) day of March.

B. A bargaining unit member requesting a voluntary transfer within their present building shall consult with the building principal and, vacancies existing, shall be given the first consideration.

C. When vacancies meeting the specific requests are available, a bargaining unit member requesting a voluntary transfer shall be given first consideration providing the member making the request is qualified for the position available. A member requesting a transfer shall be given an opportunity to meet with the principal of the building where the vacancy exists before a final decision is reached.

D. In addition to the above, a bargaining unit member desiring to be voluntarily transferred to a specific vacancy may notify the Superintendent pursuant to 10.033.

E. If the request of a bargaining unit member for a voluntary transfer is denied, they will, upon request, receive a written explanation of the reason(s) therefore from the Superintendent.

10.05 PROMOTION

10.051 Promotion Defined

A promotion shall be defined as a voluntary change of assignment to a position outside the bargaining unit such as, but not limited to, assistant principal, principal, assistant Superintendent, curriculum director, business manager, etc.

10.052 Temporary Filling of Promotion Positions

Notwithstanding the provisions of 10.03, the Board may fill a vacancy in a promotional position on a temporary basis (i.e., when it is necessary to do so in the best interest of the educational process) provided that the time spent in such temporary assignment shall not be considered in judging the relative qualifications of the applicants for the position. Temporary is defined as less than six (6) months.

10.053 Precedence Clause

Except as otherwise provided in Article XI of this Agreement, no vacancy in a promotional position shall be filled except after compliance with the procedure set forth in this Article.

ARTICLE XI

REDUCTION IN STAFF

11.01 REASON FOR REDUCTION IN STAFF

If the Board decides that it will be necessary to reduce staff, it shall make a reasonable reduction based on a comprehensive plan of program needs for the District. This comprehensive plan of program needs shall take into account the minimal standards promulgated by the Ohio State Department and all pertinent provisions of state and federal law.

11.02 METHODS OF REDUCING STAFF

11.021 Suspension of Teaching Contract

In making such reductions, the Board shall, within each area of certification/licensure affected, suspend the teaching contract of a bargaining unit member, giving preference to members on continuing contracts. The Board shall not give preference to any member based on seniority, except when making a decision between members who have comparable evaluations. The member may request to see the process used to carry out the reduction in force.

11.03 NOTICE OF INTENT TO REDUCE STAFF

11.031 Notice to Association

A. If the Board contemplates suspending the teaching contract of a bargaining unit member, for reason of reducing staff, it will notify the Association in writing not later than April 1st of the calendar year in which the suspension is to occur. The written notice will include the specific position to be affected, the reason for the action, and the time at which the suspension will become effective. The Association may, within five (5) days after receiving the notice, request a meeting with the Board for the purpose of discussing the need for the suspension(s). The Association will be given the opportunity to present any information which it may have which is relevant to the proposed action of the Board.

B. If the Board contemplates suspending the teaching contract of a bargaining unit member to provide for the return to duty of another member after a leave, it shall notify the Association in writing not later than fifteen (15) days prior to the effective date of the suspension. The written notice will include the specific position to be affected, the reason for the action, and the time in which the suspension will become effective. The Association may, within five (5) days after receiving the notice, request a meeting with the Board for the purpose of discussing the need for the suspension(s). The Association will be given the opportunity to present any information which it may have which is relevant to the proposed action of the Board.

11.032 Notice to Individual

A. Any bargaining unit member who is to have their contract suspended will be so notified in writing prior to April 30th of the calendar year in which the suspension will occur. Such notice will include the reason for the action and the time at which the suspension will become effective. No member will have their contract terminated or non-renewed because of a planned reduction in staff.

B. A bargaining unit member recalled to a vacancy recreated pursuant to 10.031(B) who is to have their teaching contract suspended will be so notified in writing not later than thirty (30) days prior to the effective date of the suspension. Such notice will include the reason for the action and the time at which the suspension will become effective. No member will have their contract terminated or non-renewed because of a planned reduction in staff.

11.04 RECALL PROVISIONS

11.041 Recall Defined

If there is a vacancy in a bargaining unit position, or a new bargaining unit position is created, bargaining unit members whose teaching contracts are suspended, who are certified to perform the duties in question will be recalled in accordance with the procedure appearing below. Seniority shall not be the basis for recalling a member, except when making a decision between members who have comparable evaluations.

11.042 Recall Procedure

Notice of recall will be given in person or by registered or certified mail to the last address given the Board by the bargaining unit member. A copy of the notice of recall will be given to the Association. If a member fails to respond within ten (10) days after receipt of the notice of recall, they will be deemed to have refused the position offered.

11.043 Waiver of Recall Rights

A bargaining unit member whose teaching contract has been suspended will remain on the recall list for twenty-four (24) months after the effective date of their suspension unless they:

A. Waive recall rights in writing;

B. Resign;

C. Fail to accept recall to the position held immediately prior to suspension, or to an equivalent position; or

D. Fail to report to work in a position that they have accepted within ten (10) work days after receipt of the notice of recall, unless such bargaining unit member:

1. Is sick or injured; or

2. Has secured temporary employment elsewhere, in which case they will be allowed a reasonable amount of additional time before being required to report.

11.05 RESTORATION OF BENEFITS

All benefits to which a bargaining unit member was entitled at the time of their suspension, including unused accumulated sick leave and credits towards sabbatical eligibility, will be restored to them upon their return to active employment. They will be placed on the proper step of the Salary Schedule for their current position according to their experience and education. A member will not receive increment credit for the time spent on suspension nor will such time count toward the fulfillment of time requirements for acquiring tenure. Increment credit for teaching in another District or substituting shall be according to Article V.

11.06 PRECEDENCE CLAUSE

Notwithstanding, any other provision of this Agreement, no vacancy or new position in the bargaining unit will be filled by the Board, until the procedure set forth in this Article has been complied with.

11.07 DEVIATION FROM SENIORITY

If the Board intends, because of the "comparable evaluations" provision of Section 3319.17 of the Ohio Revised Code, to deviate from seniority in suspending a bargaining unit member's contract, the Board will give the Association President written notice of such intent by not later than the April 1 deadline appearing in 11.031, A. above in which case representatives of the Association and the Board shall meet and confer promptly in an effort to clarify and agree on the specific scope of any such deviation; if the parties are unable to agree, and the member(s) adversely affected by the Board's intended deviation from seniority wishes to challenge the deviation, the parties shall (notwithstanding Article III of this Agreement) promptly submit the dispute to binding arbitration under the American Arbitration Association's Expedited Labor Arbitration Rules for a determination of whether the Board's intended deviation is proper under the statute's "comparable evaluations" requirement. Similarly, if the Board intends because of the "comparable evaluations" provision of Section 3319.17 to deviate from seniority in recalling a laid-off bargaining unit member, the Board will promptly give the Association President written notice of such intent and, if the member(s) adversely affected by the Board's intended deviation wishes to challenge the deviation, the parties shall immediately submit the dispute to binding arbitration under the AAA's Expedited Labor Arbitration Rules**.** In any arbitration under this Section, it is mutually recognized and agreed that (A) the arbitrator is to focus on the comparability of evaluations in light of applicable law, and (B) the arbitrator is deciding only the specific case before them on a non-precedent basis for other cases that may arise.

ARTICLE XII

MANAGEMENT RIGHTS

12.01 Unless the Board agrees otherwise in this Agreement, the Board retains all managerial rights and responsibilities vested in it by law including the right to determine matters of inherent managerial policy such as the employer's functions and programs, standards of services overall budget, utilization of technology, and organizational structure; the right to direct, supervise, evaluate, or hire employees; the right to maintain and improve efficiency and effectiveness; the right to determine the overall methods, process, means, or personnel by which Board operations are to be conducted; the right to suspend, discipline, demote or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees; the right to determine the adequacy of the work force; the right to determine the overall mission of the employer and to take actions to carry out the mission; and the right to effectively manage the work force.

12.02 The exercise of the foregoing rights and responsibilities, and the use of judgment and discretion by the Board and Administration in connection therewith, shall be limited only by the terms of this Agreement, and the Board shall have no duty to bargain on the subjects herein reserved to the management and direction of the District; provided, however, that the Association does not hereby waive any statutory right to bargain it may have as to the impact of Board and Administration actions on any mandatory bargaining subjects which are neither in any way covered by other provisions in this Agreement nor within the scope of matters raised during the negotiations that led to this Agreement.

ARTICLE XIII

EFFECTS OF AGREEMENT

13.01 DEFINITION OF TERMS

13.011 Days Defined

Unless otherwise indicated, the term "Days" shall mean calendar days.

13.012 Superintendent Defined

Unless otherwise indicated, the term "Superintendent" when used in this Agreement is understood to mean the Superintendent or their designated representative.

13.013 Treasurer Defined

Unless otherwise indicated, the term "Treasurer" when used in this Agreement is understood to mean the Treasurer of the Board or their designated representative.

13.02 NON-DISCRIMINATION

There will be no discrimination in any employment practices of any other rule, regulation, or policy relating to employees because of age, race, color, religion, sex, sexual orientation, national origin, ancestry, marital status, or place of residence. It is understood that the addition of marital status in 13.02 does not affect single or family insurance fringe benefits coverages since such coverages are based on risk/cost factors.

13.03 AVAILABILITY OF BOARD POLICIES

13.031 Availability of Policies

Board policies will be made available to a bargaining unit member by placing them on-line and through the District's website.

13.032 Recommendations to Policies

The Board will be receptive to recommendations for additions or revisions of the policies.

13.04 MAINTENANCE OF STANDARDS

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to the employees covered by this Agreement as established by the rules and regulations and/or policies of the Board in force on the date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be

interpreted and/or applied so as to eliminate, reduce, or otherwise detract from any benefit to an employee or the Board existing prior to its effective date.

13.05 IMPLEMENTATION OF AGREEMENT

Upon adoption of this Agreement by the Board, the provisions hereof shall take precedence over any prior Board policy, rules, or regulations which may be inconsistent with this Agreement.

13.06 SEVERABILITY

13.061 Conflict of Laws

If any provision(s) of this Agreement or any application of the provisions of this Agreement to any person(s) is found, by a court of competent jurisdiction, to be in conflict with any federal or state law, regulation, ruling or order, now or hereinafter enacted or issued, such provision or application shall be inoperative but the remaining provisions hereof shall continue in effect.

13.062 Renegotiation

Upon request of either the Association or the Board, within ten (10) work days after such finding, the parties will meet solely for the purpose of negotiating the provision(s) affected.

13.07 AGREEMENT REPRODUCTION AND DISTRIBUTION

This Agreement will be posted in a PDF read-only format in the staff area of the District network. Forms will be separately posted in a printable format on the same tab. In addition, the Board will furnish sixty (60) hard copies of the Agreement to the Association President and one (1) hard copy for each newly hired bargaining unit member.

13.08 ACADEMIC DISTRESS COMMISSIONS

As required by Ohio Revised Code Section 3302.10(P), the parties acknowledge that the provisions of that Section are incorporated herein.

ARTICLE XIV

DURATION

14.01 DURATION

This Agreement shall become effective at 12:01 a.m. on July 1, 2025, and will continue in full force and effect until 12:00 midnight, June 30, 2028.

14.02 CERTIFICATION OF RATIFICATION

Ratification of the foregoing Agreement between the parties is attested to by the representative whose signatures appear below.

MEDINA CITY TEACHERS ASSOCIATION

BY: _____ BY: _____

BY: _____ BY: _____

BY: _____ BY: _____

BY: _____

MEDINA CITY BOARD OF EDUCATION

BY: _____ BY: _____

BY: _____ BY: _____

BY: _____ BY: _____

APPENDIX A

GRIEVANCE PROCEDURE FORM

AGGRIEVED PERSON, PERSON, and/or M.C.T.A. _____

_____

ADDRESS _____ PHONE _____

SCHOOL _____ PRINCIPAL_____

DATE GRIEVANCE OCCURRED _____ DATE OF FORMAL FILING_____

PERSON OR PERSONS TO WHOM GRIEVANCE IS DIRECTED: _____

_____ INITIATED ON LEVEL_____

STATEMENT OF GRIEVANCE:

ACTION REQUEST:

Have you discussed this with your immediate supervisor?

Yes _____ No _____

If YES, what action has been taken so far?

_____

Grievant

APPENDIX B

GRIEVANCE DECISIONS

LEVEL II (FORMAL) DECISION

DATE_____ SIGNATURE _____
Administrative Representative

SIGNATURE _____
Grievant and/or Association Representative

LEVEL III (FORMAL) DECISION _____

DATE_____ SIGNATURE _____
Administrative Representative

SIGNATURE _____
Grievant and/or Association Representative

Where decision requires additional space attach pages as necessary.

APPENDIX C

Salary Schedule Step % Change
Effective August 1, 2025 through July 31, 2026

Yrs Of Exper	Bach + 0 Sem Hrs	Bach + 10 Sem Hrs	Bach + 20 Sem Hrs	Bach + 30 Sem Hrs	Masters + 0 Sem Hrs	Masters + 10 Sem Hrs	Masters + 20 Sem Hrs	Masters + 30 Sem Hrs
0	1.0000	1.0455	1.0910	1.1004	1.1365	1.1911	1.2457	1.3003
	49,991	52,266	54,540	55,010	56,815	59,544	62,274	65,003
1	1.0455	1.0910	1.1365	1.1478	1.1911	1.2457	1.3003	1.3549
	52,266	54,540	56,815	57,380	59,544	62,274	65,003	67,733
2	1.0910	1.1365	1.1820	1.1952	1.2457	1.3003	1.3549	1.4095
	54,540	56,815	59,089	59,749	62,274	65,003	67,733	70,462
3	1.1365	1.1820	1.2275	1.2426	1.3003	1.3549	1.4095	1.4641
	56,815	59,089	61,364	62,119	65,003	67,733	70,462	73,192
4	1.1820	1.2275	1.2730	1.2900	1.3549	1.4095	1.4641	1.5187
	59,089	61,364	63,639	64,488	67,733	70,462	73,192	75,921
5	1.2275	1.2730	1.3185	1.3373	1.4095	1.4641	1.5187	1.5733
	61,364	63,639	65,913	66,853	70,462	73,192	75,921	78,651
6	1.2730	1.3185	1.3640	1.3847	1.4641	1.5187	1.5733	1.6279
	63,639	65,913	68,188	69,223	73,192	75,921	78,651	81,380
7	1.3185	1.3640	1.4095	1.4321	1.5187	1.5733	1.6279	1.6825
	65,913	68,188	70,462	71,592	75,921	78,651	81,380	84,110
8	1.3640	1.4095	1.4550	1.4795	1.5733	1.6279	1.6825	1.7371
	68,188	70,462	72,737	73,962	78,651	81,380	84,110	86,839
9	1.4095	1.4550	1.5005	1.5269	1.6279	1.6825	1.7371	1.7917
	70,462	72,737	75,011	76,331	81,380	84,110	86,839	89,569
10	1.4550	1.5005	1.5460	1.5743	1.6825	1.7371	1.7917	1.8463
	72,737	75,011	77,286	78,701	84,110	86,839	89,569	92,298
11	1.5005	1.5460	1.5915	1.6216	1.7371	1.7917	1.8463	1.9009
	75,011	77,286	79,561	81,065	86,839	89,569	92,298	95,028
12	1.5460	1.5915	1.6370	1.6690	1.7917	1.8463	1.9009	1.9555
	77,286	79,561	81,835	83,435	89,569	92,298	95,028	97,757
13	1.5915	1.6370	1.6825	1.7164	1.8463	1.9009	1.9555	2.0101
	79,561	81,835	84,110	85,805	92,298	95,028	97,757	100,487
14	1.6370	1.6825	1.7280	1.7638	1.9009	1.9555	2.0101	2.0647
	81,835	84,110	86,384	88,174	95,028	97,757	100,487	103,216
15	1.6825	1.7280	1.7735	1.8112	1.9555	2.0101	2.0647	2.1193
	84,110	86,384	88,659	90,544	97,757	100,487	103,216	105,946
18	1.7053	1.7508	1.7963	1.8349	1.9828	2.0374	2.0920	2.1466
	85,250	87,524	89,799	91,728	99,122	101,852	104,581	107,311
20	1.7280	1.7735	1.8190	1.8586	2.0101	2.0647	2.1193	2.1739
	86,384	88,659	90,934	92,913	100,487	103,216	105,946	108,675
23	1.7508	1.7963	1.8418	1.8823	2.0374	2.0920	2.1466	2.2012
	87,524	89,799	92,073	94,098	101,852	104,581	107,311	110,040
25	1.7735	1.8190	1.8645	1.9059	2.0647	2.1193	2.1739	2.2285
	88,659	90,934	93,208	95,278	103,216	105,946	108,675	111,405
27	1.8190	1.8645	1.9100	1.9533	2.1193	2.1739	2.2285	2.2831
	90,934	93,208	95,483	97,647	105,946	108,675	111,405	114,134

* 4% Board paid pickup and pickup on the pickup.

APPENDIX C

Salary Schedule Step % Change
Effective August 1, 2026 through July 31, 2027

Yrs Of Exper	Bach + 0 Sem Hrs	Bach + 10 Sem Hrs	Bach + 20 Sem Hrs	Bach + 30 Sem Hrs	Masters + 0 Sem Hrs	Masters + 10 Sem Hrs	Masters + 20 Sem Hrs	Masters + 30 Sem Hrs
0	1.0000	1.0455	1.0910	1.1004	1.1365	1.1911	1.2457	1.3003
	51,491	53,834	56,177	56,661	58,520	61,331	64,142	66,954
1	1.0455	1.0910	1.1365	1.1478	1.1911	1.2457	1.3003	1.3549
	53,834	56,177	58,520	59,101	61,331	64,142	66,954	69,765
2	1.0910	1.1365	1.1820	1.1952	1.2457	1.3003	1.3549	1.4095
	56,177	58,520	60,862	61,542	64,142	66,954	69,765	72,577
3	1.1365	1.1820	1.2275	1.2426	1.3003	1.3549	1.4095	1.4641
	58,520	60,862	63,205	63,983	66,954	69,765	72,577	75,388
4	1.1820	1.2275	1.2730	1.2900	1.3549	1.4095	1.4641	1.5187
	60,862	63,205	65,548	66,423	69,765	72,577	75,388	78,199
5	1.2275	1.2730	1.3185	1.3373	1.4095	1.4641	1.5187	1.5733
	63,205	65,548	67,891	68,859	72,577	75,388	78,199	81,011
6	1.2730	1.3185	1.3640	1.3847	1.4641	1.5187	1.5733	1.6279
	65,548	67,891	70,234	71,300	75,388	78,199	81,011	83,822
7	1.3185	1.3640	1.4095	1.4321	1.5187	1.5733	1.6279	1.6825
	67,891	70,234	72,577	73,740	78,199	81,011	83,822	86,634
8	1.3640	1.4095	1.4550	1.4795	1.5733	1.6279	1.6825	1.7371
	70,234	72,577	74,919	76,181	81,011	83,822	86,634	89,445
9	1.4095	1.4550	1.5005	1.5269	1.6279	1.6825	1.7371	1.7917
	72,577	74,919	77,262	78,622	83,822	86,634	89,445	92,256
10	1.4550	1.5005	1.5460	1.5743	1.6825	1.7371	1.7917	1.8463
	74,919	77,262	79,605	81,062	86,634	89,445	92,256	95,068
11	1.5005	1.5460	1.5915	1.6216	1.7371	1.7917	1.8463	1.9009
	77,262	79,605	81,948	83,498	89,445	92,256	95,068	97,879
12	1.5460	1.5915	1.6370	1.6690	1.7917	1.8463	1.9009	1.9555
	79,605	81,948	84,291	85,938	92,256	95,068	97,879	100,691
13	1.5915	1.6370	1.6825	1.7164	1.8463	1.9009	1.9555	2.0101
	81,948	84,291	86,634	88,379	95,068	97,879	100,691	103,502
14	1.6370	1.6825	1.7280	1.7638	1.9009	1.9555	2.0101	2.0647
	84,291	86,634	88,976	90,820	97,879	100,691	103,502	106,313
15	1.6825	1.7280	1.7735	1.8112	1.9555	2.0101	2.0647	2.1193
	86,634	88,976	91,319	93,260	100,691	103,502	106,313	109,125
18	1.7053	1.7508	1.7963	1.8349	1.9828	2.0374	2.0920	2.1466
	87,808	90,150	92,493	94,481	102,096	104,908	107,719	110,531
20	1.7280	1.7735	1.8190	1.8586	2.0101	2.0647	2.1193	2.1739
	88,976	91,319	93,662	95,701	103,502	106,313	109,125	111,936
23	1.7508	1.7963	1.8418	1.8823	2.0374	2.0920	2.1466	2.2012
	90,150	92,493	94,836	96,922	104,908	107,719	110,531	113,342
25	1.7735	1.8190	1.8645	1.9059	2.0647	2.1193	2.1739	2.2285
	91,319	93,662	96,005	98,137	106,313	109,125	111,936	114,748
27	1.8190	1.8645	1.9100	1.9533	2.1193	2.1739	2.2285	2.2831
	93,662	96,005	98,348	100,577	109,125	111,936	114,748	117,559

* 4% Board paid pickup and pickup on the pickup.

APPENDIX D

CO-CURRICULAR SALARY INDEX

Each bargaining unit member assigned a co-curricular duty shall be compensated by using the following formula: The proper index number multiplied by the salary at the zero (0) step of the bachelor's degree column of the salary schedule (Appendix C) in effect on September 1 of the respective school year.

EXAMPLE: A person assigned to the head football coach for the 2022-23 school year, who has three years of experience would be compensated:

$ (new base) x .1700 = $_____

YEARS OF EXPERIENCE	0	1	2	3	4	9*
Tier 3 Dyslexia Certification	.0581	.0645	.0710	.0774	.0839	.0939

*See 7.014(E)(2)(D) for description of qualification.

Curriculum Development Coordinator

<u>High School, Middle School, Elementary</u>

YEARS OF EXPERIENCE	0	1	2	3	4	9*
Teachers in Department						
2 or 3	.0400	.0450	.0500	.0550	.0600	.0700
4 – 7	.0600	.0650	.0700	.0750	.0800	.0900
8 – 10	.0650	.0700	.0750	.0800	.0850	.0950
11 – 14	.0700	.0750	.0800	.0850	.0900	.1000
15 and above	.0750	.0800	.0850	.0900	.0950	.1050

<u>Team Leader</u> (Middle School)

.045	.050	.055	.060	.065	

ATHLETIC

Years of experience	0-1	2-3	4-5	6-7	8	9*

7.014(E)(2) *See for description of qualification.

Each index refers to one sport, one team and one season.

Football						
Head	.1600	.1700	.1850	.1950	.2100	.2200
Assistant	.1000	.1100	.1250	.1350	.1500	.1600
Head Freshman	.0800	.0900	.1050	.1150	.1300	.1400
Asst. Freshman (no scouting)	.0700	.0800	.0950	.1050	.1200	.1300
Middle School Head (no scouting)	.0550	.0650	.0700	.0750	.0850	.0950
Middle School Asst. (no scouting)	.0500	.0600	.0650	.0700	.0800	.0900
Football Scout	.0200					
Basketball						
Head	.1600	.1700	.1850	.1950	.2100	.2200
Assistant	.1000	.1100	.1250	.1350	.1500	.1600
Junior Varsity	.1000	.1100	.1250	.1350	.1500	.1600
Freshman	.0700	.0800	.0950	.1050	.1200	.1300
Middle School	.0550	.0650	.0700	.0750	.0850	.0950
Wrestling						
Head	.1600	.1700	.1850	.1950	.2100	.2200
Assistant	.1000	.1100	.1250	.1350	.1500	.1600
Junior Varsity	.1000	.1100	.1250	.1350	.1500	.1600
Freshman	.0700	.0800	.0950	.1050	.1200	.1300
Middle School Head	.0550	.0650	.0700	.0750	.0850	.0950
Middle School Assistant	.0500	.0600	.0650	.0700	.0800	.0900
Baseball						
Head	.1400	.1500	.1650	.1750	.1900	.2000
Assistant	.0900	.1000	.1150	.1250	.1400	.1500
Junior Varsity	.0900	.1000	.1150	.1250	.1400	.1500
Freshman	.0650	.0750	.0900	.1000	.1150	.1250
Softball						
Head	.1400	.1500	.1650	.1750	.1900	.2000
Assistant	.0900	.1000	.1150	.1250	.1400	.1500
Junior Varsity	.0900	.1000	.1150	.1250	.1400	.1500
Freshman (JV-B)	.0650	.0750	.0900	.1000	.1150	.1250
Track						
Head	.1600	.1700	.1850	.1950	.2100	.2200
Assistant	.1000	.1100	.1250	.1350	.1500	.1600
Middle School Head	.0550	.0650	.0700	.0750	.0850	.0950
Middle School Assistant	.0500	.0600	.0650	.0700	.0800	.0900

Years of experience	0-1	2-3	4-5	6-7	8	9*
Cross Country						
Head	.1200	.1300	.1450	.1550	.1700	.1800
Assistant	.0800	.0900	.1050	.1150	.1300	.1400
Middle School (2 pos./Boys & Girls)	.0550	.0650	.0700	.0750	.0850	.0950
Tennis						
Head	.1200	.1300	.1450	.1550	.1700	.1800
Assistant	.0800	.0900	.1050	.1150	.1300	.1400
Golf						
Head	.1200	.1300	.1450	.1550	.1700	.1800
Assistant	.0800	.0900	.1050	.1150	.1300	.1400
Gymnastics						
Head	.1400	.1500	.1650	.1750	.1900	.2000
Assistant	.0900	.1000	.1150	.1250	.1400	.1500
Volleyball						
Head	.1400	.1500	.1650	.1750	.1900	.2000
Assistant	.0900	.1000	.1150	.1250	.1400	.1500
Junior Varsity	.0900	.1000	.1150	.1250	.1400	.1500
Freshman	.0650	.0750	.0900	.1000	.1150	.1250
Middle School	.0500	.0600	.0650	.0700	.0800	.0900
Soccer						
Head	.1600	.1700	.1850	.1950	.2100	.2200
Assistant	.1000	.1100	.1250	.1350	.1500	.1600
Junior Varsity	.1000	.1100	.1250	.1350	.1500	.1600
Freshman	.0700	.0800	.0950	.1050	.1200	.1300
Lacrosse						
Head	.1400	.1500	.1650	.1750	.1900	.2000
Assistant	.0900	.1000	.1150	.1250	.1400	.1500
Swimming						
Head	.1400	.1500	.1650	.1750	.1900	.2000
Assistant	.0900	.1000	.1150	.1250	.1400	.1500
Bowling						
Head	.1200	.1300	.1450	.1550	.1700	.1800
Assistant	.0800	.0900	.1050	.1150	.1300	.1400
Hockey						
Head	.1400	.1500	.1650	.1750	.1900	.2000

Years of experience	0-1	2-3	4-5	6-7	8	9*
Weight Lifting						
Director (Head)	.1400	.1500	.1650	.1750	.1900	.2000
Fall	.0300***					
Winter	.0300***					
Spring	.0300***					

***One assistant per season to continue to be paid at .0300/season

Cheerleading						
Senior High						
Varsity	.0600	.0700	.0850	.0950	.1100	.1200
Junior Varsity	.0500	.0600	.0750	.0850	.1000	.1100
Freshman	.0400	.0500	.0650	.0750	.0900	.1000
Middle School						
Seventh Grade	.0400	.0500	.0550	.0600	.0700	.0800
Eighth Grade	.0400	.0500	.0550	.0600	.0700	.0800
Faculty Manager						
Senior High (per season)	.0500					
Athletic Coordinator						
Middle School (no coaching) (per season)	.0500					
Director of (Varsity Sport)						
Tier I Sport	.2100	.2200	.2350	.2450	.2600	.2700
Tier II Sport	.1850	.1950	.2100	.2200	.2350	.2450
Tier III Sport	.1600	.1700	.1850	.1950	.2100	.2200

The position of "Director of (sport)" will be added when the Administration sees a need; notice will be given to the bargaining unit. Salary would be calculated as follows: head coach's salary and half (1/2) of the assistant's salary.

Years of experience	0-1	2-3	4-5	6-7	8	9*

Director position would be reviewed every year by the Administration and Director. The Administration would determine if the Director position would continue or whether a head coach would be hired.

Varsity Assistant Director (for those sports that have a Director)						
Tier I Sport	.1100	.1200	.1350	.1450	.1600	.1700
Tier II Sport	.1000	.1100	.1250	.1350	.1500	.1600
Tier III Sport	.0900	.1000	.1150	.1250	.1400	.1500

DRAMA/MUSIC/ADVISORY

Years of experience	0	1	2	3	4	9*
* See 7.014(E)(2)(D) for description of qualification.						
Dramatics						
One-act play/SPICE						
Director	.0213	.0265	.0319	.0373	.0425	.0525
Assistant	.0106	.0159	.0213	.0265	.0319	.0419
Full length play (or series of 3 one-act plays)						
Director	.0359	.0373	.0425	.0479	.0532	.0632
Assistant	.0230	.0265	.0319	.0373	.0425	.0525
Musical Play						
Director	.0581	.0645	.0710	.0774	.0839	.0939
Musical Director	.0479	.0532	.0585	.0638	.0692	.0792
Technical Director	.0372	.0425	.0479	.0532	.0585	.0685
Production Assistant	.0266	.0319	.0372	.0425	.0479	.0579
Choreographer	.0266	.0319	.0372	.0425	.0479	.0579
Music						
Senior High						
Marching Band	.1132	.1229	.1329	.1429	.1529	.1629
Marching Band Asst.	.0645	.0710	.0774	.0839	.0903	.1003
Beeliners	.0617	.0638	.0665	.0691	.0718	.0818
Stingers	.0617	.0638	.0665	.0691	.0718	.0818
Marching Band Percussion Adv.	.0617	.0638	.0665	.0691	.0718	.0818
Choir Director	.0645	.0710	.0774	.0839	.0903	.1003
Choir Director (w/Men's chorus)	.0710	.0774	.0839	.0903	.0968	.1068
Show Choir Dir. (Encore)	.0645	.0710	.0774	.0839	.0903	.1003
Show Choir Asst. Director	.0479	.0532	.0585	.0638	.0692	.0792
Men's Chorus (if not a class)	.0500	.0550	.0600	.0650	.0700	.0800
Showtime	.0309	.0319	.0332	.0346	.0359	.0459
Orchestra Director	.0645	.0710	.0774	.0839	.0903	.1003
String Orchestra Assistant	.0325	.0355	.0385	.0420	.0450	.0500
Symphony Orchestra Assistant	.0325	.0355	.0385	.0420	.0450	.0500
Chamber Orchestra	.0480	.0535	.0585	.0640	.0695	.0795
Concert Band	.0106	.0111	.0116	.0121	.0126	.0226
Concert Winds	.0106	.0111	.0116	.0121	.0126	.0226
Symphony Band	.0170	.0177	.0184	.0191	.0198	.0298
Stardusters	.0480	.0535	.0585	.0640	.0695	.0795
Jazz Ensemble	.0480	.0535	.0585	.0640	.0695	.0795
Pep Band	.0170	.0177	.0184	.0191	.0198	.0298
Concert/Symphony Percussion Advisor	.028 (flat rate)					

Years of experience	0	1	2	3	4	9*
Middle School						
Middle School Music Director	.0318	.0333	.0348	.0363	.0378	.0578
Middle School Jazz Ensemble	.0309	.0319	.0322	.0346	.0359	.0459
Middle School Show Choir	.0320	.0373	.0426	.0479	.0532	.0632
Vocal Ensemble	.0320	.0373	.0426	.0479	.0532	.0632
Elementary School						
Elementary Choir	.0415	.0435	.0445	.0465	.0475	.0675
(Year-long group or two or more major productions)						
Elementary Concerts	.0030 (per concert)					
(Evening performance/prep time primarily during school day)						
Publications						
Senior High						
Medinian	.0581	.0645	.0710	.0774	.0839	.0939
Medinamite	.0581	.0645	.0710	.0774	.0839	.0939
Middle School						
Paper	.0133					.0233
Memorybook	.0133					.0233
Art						
Art Show	.015					
Advisors						
Senior High						
Student Council Advisor	.0776	.0840	.0904	.0968	.1032	.1132
Student Council Assistant	.0370	.0425	.0480	.0530	.0585	.0685
Senior Class	.0185					.0285
Junior Class	.0647	.0711	.0775	.0839	.0903	.1003
Sophomore Class	.0133					.0233
Freshman Class	.0133					.0233
National Honor Society	.0133					.0233
Key Club	.0647	.0711	.0775	.0839	.0903	.1003
Girls' Leaders Club	.0133					.0233
Debate Team	.0581	.0645	.0710	.0774	.0839	.0939
Speech Team	.0581	.0645	.0710	.0774	.0839	.0939
VOFT Advisor	.0650	.0710	.0775	.0840	.0905	.1005
VOFT Assistant Advisor	.0325	.0355	.0390	.0420	.0455	.0500
Link Crew Advisor	.0250					.0400
Ski Club Advisor	.0125					
Student Supervision	.0213					
STEM	.0320					

Years of experience	0	1	2	3	4	9*
Middle School						
Student Council	.0373	.0425	.0479	.0531	.0585	.0685
Middle School Pep Club	.0185					.0285
Power of the Pen	.0213					.0313
Service Club Coordinator	.0265					.0365
Years of experience	0	1	2	3	4	9*
8th Grade Trip Coordinator	.0215					.0315
Video Announcements Coord.	.0135					.0235
Ski Club Advisor	.0125					
Student Supervision	.0213					
STEM	.0320					
Elementary School						
Elementary Student Council	.0265	.0319	.0373	.0425	.0479	.0579
Elementary Safety Patrol (Outside of the Building)	.0213					.0313
Elementary Drama Club	.0213					.0313
Ski Club Advisor	.0125					
Student Supervision	.0213					
STEM	.0320					
Discretionary Activity Agreement	.0125****					

****Each building principal will have up to six (6) discretionary activity contracts per school year to be allocated to bargaining unit members who choose to coordinate approved activities which benefit students. The guidelines for establishing these building activities will be developed by the principals in cooperation with the building certificated staff. The six discretionary contracts may change yearly depending on interests of the students. The building principal is under no obligation to continue any activity on a year-to-year basis.

Supplemental contracts issued for the following positions shall be calculated at the person's actual salary on the current salary schedule on 9/1 of the given year:

Guidance	.041****

****Applies only to bargaining unit members employed prior to August 2001.

APPENDIX E

Please Note: Appendix E is reserved for OTES forms.

APPENDIX F

AGREEMENT WAIVER FORM

Date _____

Bargaining unit member and/or Administrator _____

Building _____ Principal _____

Phone _____ Ext _____

Section of Contract _____
Must be Article VIII

Date Discussed at Building _____

I. The Intended Practice

II. Ramifications and Implications

III. Duration (may not be longer than one year)

IV. Financial Implications

Copies: Building Principal, MCTA Vice-President, Superintendent

APPENDIX F

AGREEMENT WAIVER FORM
ACTION TAKEN

A decision has been made within 10 days of receiving the request.

Date Received _____ Responded _____

_____ Approved (MCTA)

_____ Disapproved (MCTA)

_____ Revise (MCTA)

_____ Approved (Superintendent)

_____ Disapproved (Superintendent

_____ Revise (Superintendent)

_____ _____
Signature MCTA Date

_____ _____
Signature Superintendent Date

Date of Building Vote _____

Results: Pass _____ Fail _____

APPENDIX G (a)

Sick Leave Bank

The Sick Leave Bank may be used to cover **catastrophic** illness/injury of members, their spouses, and dependent children.

The Sick Leave Bank is voluntary, and bargaining unit members are eligible to enroll prior to October 1.

To enroll, members complete Form A, available from the Sick Leave Bank committee. Members complete the form and return to Sick Leave Bank Chair.

Eligibility for membership in the Sick Leave Bank is conditional upon having a positive sick leave balance effective at the end of the first pay period in October.

Contributed Sick Leave Bank Days do not impact the attendance incentive provided in 6.01 of the Agreement.

Sick Leave Bank membership lists will be available from the Sick Leave Bank Chair so members can check on their status in the Sick Leave Bank.

Eligibility to receive days from the Sick Leave Bank:

1. Contributed 1 to 5 days to the bank. **Teachers on Steps 0 and 1 of the salary schedule are** automatically included for those years.
2. Sick leave is exhausted.
3. Absent for **30 consecutive work days** due to **catastrophic** medical condition in #4, unless this requirement is waived by the committee.
4. **Catastrophic** medical condition verified by a physician; absence for the six (6) calendar weeks immediately following giving birth and/or ten (10) days to care for a spouse with a newborn baby; absence for up to a total of six (6) calendar weeks before or after adoption of a child in the United States (consistent with Section 6.05); or absence for up to a total of eight (8) calendar weeks before or after adoption of a child outside of the United States (consistent with Section 6.05).

To apply to use this bank, Sick Leave Bank members complete Form B, available from the Sick Leave Bank Committee or the Human Resources Department. Forward completed application to the Human Resources Director.

Application must take place in the school year during which the **30 consecutive work days** of absence occurred.

Bargaining unit members are limited to receive no more than thirty (30) days of sick leave from the bank in a given school year**.** On a one-time basis over the course of employment, this amount may be increased by up to an additional thirty (30) days in a given school year if authorized by the Sick Leave Bank Committee. The maximum amount allowed over the course of employment with the District is one hundred twenty (120) days.

Sick Leave Bank
Form A
CONTRIBUTION TO SICK LEAVE BANK

Contributor's Name_____ Employee I.D. _____

I wish to donate _____days to the Medina City Teachers' Sick Leave Bank (1 to 5 days)

Position _____ Building _____

Signature _____ Date _____

(Return completed form to Sick Leave Bank Chair)

APPENDIX G (b)

Sick Leave Bank

The Sick Leave Bank may be used to cover catastrophic illness/injury of members, their spouses, and their dependent children.

The Sick Leave Bank is voluntary, and bargaining unit members are eligible to enroll before October 1. Members complete Form A.

Eligibility to receive days from Sick Leave Bank:

1. Contributed 1 to 5 days to the bank. **Teachers on Steps 0 and 1 of the salary schedule are** automatically included for those years.
2. Sick leave is exhausted.
3. Absent for **30 consecutive work days** due to **catastrophic** medical condition in #4, unless this requirement is waived by the committee.
4. **Catastrophic** medical condition verified by a physician; absence for the six (6) calendar weeks immediately following giving birth and/or ten (10) days to care for a spouse with a newborn baby; absence for up to a total of six (6) calendar weeks before or after adoption of a child in the United States (consistent with Section 6.05); or absence for up to a total of eight (8) calendar weeks before or after adoption of a child outside of the United States (consistent with Section 6.05).

To apply to use this bank, Sick Leave Bank members complete Form B, available from the Sick Leave Bank Committee or the Human Resources Department. Forward completed application to the Human Resources Director.

Application to use the Sick Leave Bank must take place in the school year during which the **30 consecutive work days** of absence occurred.

Bargaining unit members are limited to receive no more than thirty (30) days of sick leave from the bank in a given school year**.** On a one-time basis over the course of employment, this amount may be increased by up to an additional thirty (30) days in a given school year if authorized by the Sick Leave Bank Committee. The maximum amount allowed over the course of employment with the District is one hundred twenty (120) days.

Sick Leave Bank
Form B

APPLICATION FOR USE OF SICK LEAVE BANK

Name _____ Employee I.D**.**_____

Physician's Name _____ Verification Attached _____

Estimated Beginning and Ending Dates of Absences _____

Member's Signature _____Date _____

Sick Leave Bank Chair's Signature _____ Date _____

I prefer to receive Sick Leave Bank pay in:

_____ 1 payment
_____ 2 equal consecutive payments
_____ 3 equal consecutive payments
(Indicate choice by checking payment option.)

*A maximum of 30 days may be drawn from this Sick Leave Bank annually. (May be increased one time up to 60 days).

APPENDIX H

MEDINA CITY SCHOOLS

CLASS SIZE/LOAD VERIFICATION FORM

To: _____ **Grade or subject: _____**

Date: _____

Please review the roster(s) provided to you. Students who are on this roster have been assigned to you for the school year. Please check this list carefully. This is the official roster that will be used for teacher load verification. Please do not admit students to your class without an official add/drop notification provided by the student's guidance counselor. Unauthorized changes to these rosters will not be permitted or counted towards the total number of students under your supervision. All changes must be approved through the Administration and the guidance department.

PLEASE NOTE: Every building teacher must return this verification sheet within five (5) work days of the start of each semester to their building principal to ensure that their records correlate. The building principal will verify this information and then forward it to the Human Resources Department. We appreciate your cooperation in advance regarding this issue.

Class Size Limits/Class Load

The regular education class size limits shall be as follows: (exclusive of art, music, and physical education at the elementary level and performing classes at the middle and high school levels)

Grades K-2	25
Grades 3-5	27
Grades 6-8	29
Grades 9-12	30

For Grades 6-12 the Class Load will be as follows:
5 classes/1-2 preps - 150
5 classes/3 preps - 145
6 classes/1-3 preps - 165

Teacher: _____
(Please Print Name)

_____ I certify that my class load/size **does not exceed** the predetermined limits.

_____ My class load/size **does exceed** the predetermined limits based on the following criterion:

_____

_____

_____ _____
Teacher's Signature Date

_____ _____
Administrator's Signature Date

APPENDIX I

MEDINA CITY SCHOOL DISTRICT
Human Resources Department

INSURANCE COVERAGE FOR EMPLOYED SPOUSES OF ELIGIBLE EMPLOYEES

As a result of the collective bargaining process, Medina City School District employees who qualify for family health insurance benefits may now be in a situation where their employed spouse will no longer be covered as primary under the Medina City School District health insurance plan. Your spouse is no longer permitted to receive primary health insurance coverage through Medina City School District's insurance plan if **all three** of the following statements are true:

1. They work a minimum of 20 hours per week; AND
2. They have "ACCESS TO CONTINUOUS GROUP HEALTH INSURANCE COVERAGE" (explained below) as part of their employment; AND
3. They pay out of pocket from **0% to 40%** of the health insurance benefit premium cost.

ACCESS TO CONTINUOUS GROUP HEALTH INSURANCE COVERAGE can occur in many situations. Your spouse has such access if:

They can enroll…OR

- They can elect to receive a stipend or higher salary in lieu of enrolling in the employer's health insurance plan. (Thus, the spouse could have enrolled in the employer's health insurance plan even if they chose not to do so.)…OR
- They can choose "cafeteria style" insurance benefits from the employer, choosing among health insurance, life insurance, annuity premiums, etc. (Thus the spouse could have enrolled in the health insurance portion of the employer's "cafeteria style" benefits)…OR
- They are the owner or partner in a company that provides health insurance benefits to its employees; OR
- Their employer provides other means of access to continuous health insurance coverage. Please specify_____.

Check one box:

☐ One or more of the first three numbered statements printed above is false. Specify which statement(s) _____. Please sign the bottom of this form;

☐ All of the first three statements printed above are true. Your spouse **MUST** enroll in their health insurance plan for at least single coverage. Therefore, my spouse's employer will provide primary coverage for them (and dependent children if they are enrolled in the

INSURANCE COVERAGE FOR EMPLOYED SPOUSES OF ELIGIBLE EMPLOYEES (continued)

spouse's plan). The Medina City School District's insurance plan will provide secondary coverage…Please check one of the following boxes:

☐ My spouse is currently enrolled in their employer's group health insurance plan. OR

☐ My spouse will become eligible for their employer's health insurance plan on the following date: _____.

I attest that the information provided above is true to the best of my knowledge. I also understand that, should the spouse be eligible for health insurance through their employer's program and not enrolled, the Medina City Schools or our insurance carrier will seek to recover any claims that may have been inappropriately paid by our insurance carrier.

If you have any questions, please call: Human Resources

_____ _____

EMPLOYEE SIGNATURE DATE

WHITE COPY - HUMAN RESOURCES YELLOW COPY - EMPLOYEE

APPENDIX J

STRS PICKUP AND PICKUP ON THE PICKUP DEFINED

STRS Pickup (Employee retirement contribution paid by employer in addition to stated salary)

Bargaining unit members typically have 14% of their salary withheld as a contribution to the State Teachers' Retirement System. In the years where compensation includes STRS Pickup, the portion of the bargaining unit member's salary that is normally withheld is now paid directly to STRS by the school District. When the pickup is 4%, as is negotiated, the employee will have 10% of their salary withheld (14% less 4%); the school District will pay the other 4%.

STRS Pickup on the Pickup

The portion of the bargaining unit member's salary that is normally withheld from salary for purposes of the STRS contribution is 14%. When the school District pays a portion of that contribution for the employee as described above under STRS Pickup, that amount of money is considered to be compensation or income for which there must also be 14% withheld and contributed to STRS. Therefore, when the Board pays *pickup on the pickup,* they are paying the portion of the employee's normally withheld contribution, ex. 4% as described above, and 14% of that 4%. The 14% of the 4% (in this example) is the *pickup on the pickup.*

Example:

Base Salary BS and 0 years of experience:	$49,991	Salary reported to STRS
Normal employee contribution 14%	6,999	
Salary remaining	$42,992	Take home pay before taxes and deductions

With Board funded pickup and pickup on pickup

Base Salary:	$49,991	
Employee contribution 10%:	4,999	
	$44,992	Take home pay before taxes and deductions

Board funded pickup (4% of $49,991)	$1,999.64
Board funded pickup on pickup (14% of $1,999.64)	$ 279.95
Total Board Funded contributions:	$2,279.59
Total Employee contributions:	$4,999.10
Total contributions reported to STRS	$7,278.69
STRS calculated salary (14%)	$51,991 (nearest dollar)

CONSENSUS STATEMENT

PRESERVATION OF FAIR SHARE FEE LANGUAGE

During the collaborative discussions utilizing the interest based bargaining model which resulted in a successor agreement, representatives of the parties reached consensus on the importance of retaining, for possible future use, language previously used for "fair share fee" administration. Former Section 4.02, "Fair Share Fee" is null and void as a matter of law based on Supreme Court decision in *Janus v. AFSCME, Council 31*, 585 U.S. _____ (2018) and will not be implemented, but the language is preserved here for use by the parties should the law change in future years.

4.02 FAIR SHARE FEE

4.021 Payroll Deduction of Fair Share Fee

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

4.022 Notification of the Amount of Fair Share Fee

Notice of the amount of the annual Fair Share Fee, which shall not be more than one hundred (100) percent of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about September 15 of each year during the term of this Agreement for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

4.023 Schedule of Fair Share Fee Deductions

Payroll deduction of such annual fair share fees shall commence on the (first (1^{st}) pay date which occurs on or after January 15^{th} annually.) In the case of a bargaining unit members newly hired after the beginning of the school year, the payroll deduction shall commence on the first (1^{st}) pay date following January 15.

4.024 Termination of Membership During the Membership Year

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

B. The balance of the annual Fair Share Fee shall be deducted from the final pay check of the bargaining unit fee payer resigning their position,

receiving a leave of absence or having their employment terminated after January 1 of any school year during the duration of this Agreement.

4.025 Transmittal of Deductions

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

4.026 Procedure for Rebate

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

4.027 Entitlement to Rebate

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

4.028 Indemnification of the Board

The Association agrees to indemnify the Board for any cost of liability incurred as a result of the implementation and enforcement of this provision provided that:

A. The Board shall give ten (10) days written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed;
B. The Association shall reserve the right to designate counsel to represent and defend the employer;

C. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs *amicus curiae* in the action;

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

RESIDENT EDUCATOR PROGRAM REGARDING SUBSTITUTES

The Board agrees to take all necessary administrative steps to permit 120-day substitutes the option of participating in the District's resident educator program.

ELEMENTARY LUNCH/RECESS DUTY ASSIGNMENTS

The Board and the MCTA recognize that coverage for lunch and recess duty in the elementary schools is dependent upon staffing levels in each of the buildings. To more closely align lunch/recess duty assignments across elementary schools in the District, the Board will increase paraprofessional coverage in elementary schools as needed. This will allow for reduced teacher lunch/recess duty and will provide increased planning time in elementary buildings that currently have less staff available to cover lunch/recess duty.

OHIO LICENSURE CODE

The Board and MCTA reaffirm their commitment to the standards and ideals set forth in the Ohio Licensure Code of Professional Conduct.

CO-CURRICULAR INDEX REVIEW

A committee of Association members, appointed by the Association President, and Administrators, appointed by the Superintendent or designee, will be established to meet outside of the workday for the purpose of researching changes to the co-curricular salary index. The committee will review current practices, examine comparative data, and explore potential updates to the index.

The committee will not have the authority to modify the Collective Bargaining Agreement. Any recommendations resulting from the committee's work will be shared with the respective parties, and any proposed changes will be subject to the negotiation process.

POST-RETIREMENT OPTIONS

A committee of Association members, appointed by the Association President, and Administrators, appointed by the Superintendent or designee, will be established to meet outside of the workday for the purpose of discussing annuity and/or severance opportunities to minimize tax implications and expand options for bargaining unit members.

The committee will not have the authority to modify the Collective Bargaining Agreement. Any recommendations resulting from the committee's work will be shared with the respective parties, and any proposed changes will be subject to the negotiation process.