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Agreement

between the

Tecumseh Education Association

and the

Tecumseh Local Board of Education



July 1, 2026 through June 30, 2028

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ARTICLE 1 - SAVINGS CLAUSE AND TERMS OF TOTAL AGREEMENT

This negotiated Agreement by and between the Tecumseh Education Association and the Tecumseh Local Board of Education contains all negotiated items of agreement between the parties, and all previously negotiated items of agreement for which no provisions are included herein are superseded by this Agreement.

The terms of this Agreement shall not apply where inconsistent with constitutional, statutory, or other legal provisions if those provisions are not legally superseded by the parties to this Agreement. If any provision of the Agreement is found to be contrary to law by the Supreme Court of the United States, or by any court of competent jurisdiction from whose judgment or decree no appeal has been taken within the time provided for doing so, the remainder of the Agreement shall continue in full force and effect, and the parties to the Agreement shall meet within 10 days to negotiate substitute provisions which are in conformity with applicable laws. If such negotiations do not resolve the matter within 21 days thereafter, the normal impasse will be used.

This Agreement does not preclude discussion regarding concerns expressed by personnel of the participating parties to this Agreement.

It is agreed by the parties that this negotiated Agreement shall be for a period from July 1, 2026 through June 30, 2028, with all issues closed except items which both parties agree could be brought for discussion and possible negotiation.

The financial settlement for the contract is a follows:

Effective 2026-2027 Contract Year – 2.75% increase on base salary.
Effective for the 2027-2028 Contract Year – 1.75% increase on base salary.

For:	For:
Tecumseh Local School Board	Tecumseh Education Association
Matt Mills, Board President	Kerry Cassell, President
Paula Crew, Superintendent	_____, Chairperson
Denise L. Robinson, Treasurer	
6-17-26	5-29-26
Date Board Approved	Date Association Ratified

ARTICLE 2 - NEGOTIATIONS PROCEDURAL AGREEMENT

Section I - Recognition

The Tecumseh Local Board of Education (hereinafter referred to as the "Board") recognizes the Tecumseh Education Association, an OEA/NEA affiliate (hereinafter referred to as the "Association") as the sole and exclusive bargaining agent for contracted full and part-time (part-time is defined as 1/2 time or more as a teacher) certified teachers, counselors, librarians, school/library/media specialists, speech/language pathologists, and nurses (hereinafter referred to as "teachers"); excluding the Superintendent, Assistant Superintendent, Directors, Principals, Unit Principals, Athletic Director, School Psychologists, and Coordinators. Hereinafter, employee(s) in the defined unit will be referred to as bargaining unit member(s) or employee(s). All work currently performed by bargaining unit members, as well as future work of a similar nature, shall be deemed bargaining unit work. However, if the District is unable to obtain a licensed person to fill a vacancy (after posting both internally and externally), then the Superintendent will inform the TEA President and the parties will meet to discuss potential options. Solutions resulting in someone other than a bargaining unit member performing the bargaining unit work shall be short term. The District shall continue to search for a licensed person to fill the vacancy. If after 90 school days an eligible bargaining member is not secured, the Superintendent and/or his/her designee will meet again with the TEA President to discuss potential options. Recognition of the Association shall continue in full force and effect until such time as a challenging employee organization is successful in gaining exclusive representative status pursuant to Ohio Rev. Code § 4117.05 and § 4117.07.

All teachers shall have the right to join or not to join any organization for their professional or economic improvement.

In consideration of the rights and privileges extended to the Association pursuant to, or arising from the provisions of this Agreement, the Association does hereby agree that no teacher covered by this Agreement shall withhold services, or refuse to perform normal work for the Board.

Section II - Negotiations Process Committee

Two members from the Association and two members from the District will meet between January 15th and February 28th to make a unanimous recommendation on all terms and conditions of bargaining for the following negotiations, which will include: size of teams, facilitator, professional negotiator's role, the style of bargaining, meeting dates and times of day, and sidebar meetings.

The recommendation must be unanimous or no recommendation will be made.

A. Negotiating Period

Negotiations for a successor Agreement to become effective on July 1, 2028, may be initiated upon written request to the Superintendent and Board on or before March 1, 2028. Negotiation meetings shall be held at times mutually agreeable to both sides.

B. Negotiating Teams

The Board and the Association shall be represented at all negotiation meetings by a team of negotiators. The Board team shall be appointed by the Board. The teacher team shall be appointed by the Association. All negotiations shall be conducted exclusively between said teams. Changes in team members shall be permitted by either side at that team's discretion with the exception of the permanent member. Observers may interchange with members of the team as may be desired by either team. Each team shall be authorized to admit not more than five (5) consultants and/or observers at one time to a meeting. Such observers shall have the right to speak only by mutual consent.

The parties may call upon professional and lay consultants to assist in all negotiations. The expense of such consultants shall be borne by the party requesting them.

C. Negotiable Items

1. Negotiation Agreement.

2. Grievance Policy and Procedures.

3. Professional growth and in-service training of teachers.

4. Salaries, hours, and other matters of teacher economic welfare and/or changes therein.

5. Other matters affecting the quality of the educational program as may be mutually agreed upon by the Board and the Association.

6. Other non-economic matters affecting the working conditions of the professional staff.

7. The listing of an item for negotiation by either party shall not be an admission that the item is necessarily negotiable, nor require the other party to make a concession thereto, but does mean that the item will be discussed.

D. Setting the Agenda

All proposals shall be submitted in complete form at the first negotiating session. No additional proposals shall be submitted by either party following the first negotiating session, unless mutually agreed to by the negotiating team.

The obligation of the Board, and its representatives, and the representatives of the Association to meet for the purposes of negotiations does not compel either party to agree to a proposal or require the making of a concession.

E. "Good Faith"

All parties are obliged to deal with each other in good faith. Good faith means the

obligation of the Board or its designated representatives, and the designated representatives of the Association to meet at reasonable times to deal with each other openly and fairly in an effort to reach agreement upon matters being negotiated. Proposals shall be in writing and shall be presumed to be the official position of the parties.

F. Recess

Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party a caucus period not to exceed thirty (30) minutes.

G. Progress Reports

While negotiations are in progress, any information released to the news media or the public concerning items under negotiations shall be in writing.

The negotiating teams retain the right to issue reports to their membership on the progress of negotiations.

This provision supersedes any state law to the contrary.

H. Agreement

If consensus is reached on those matters being negotiated, the understanding of those parties shall be reduced to writing and submitted to the membership of the Association for ratification. If ratified, said memorandum of understanding between the parties shall then be submitted to the Board for its ratification. If ratified, the Agreement shall be signed by both parties and shall become a part of the official minutes of the Board and the Association.

I. Disagreement

1. Mediation

In the event an agreement is not reached within sixty (60) days of the initial bargaining session or upon declaration of either party, an impasse may be declared unless an extension of the sixty (60) days is mutually agreeable. A joint written request shall be made to the Federal Mediation and Conciliation Service (FMCS) to assist the parties in reaching an agreement. Mediation shall begin as soon as the mediator can be available to the parties.

2. Advisory Arbitration

If agreement is not reached following up to five (5) mediation sessions, mediation shall be considered concluded and the non-resolved issues shall be submitted to a Review Committee for advisory arbitration.

Within ten (10) days of the conclusion of Mediation, the Board shall appoint one (1) member and the Association shall appoint one (1) member to the Review

Committee. A third member who shall be the chairperson shall be named by the first two appointed members. If agreement on the selection of the third member cannot be reached within five (5) days of the appointment of the two representatives, selection of this member shall be made from a list of names submitted by the American Arbitration Association.

This Review Committee will have authority to hold hearings and confer with any parties deemed advisable in seeking to effect a recommendation to the Board and to the Association.

All hearings by the Review Committee shall be closed sessions, and no news releases shall be made concerning progress of the hearing.

Within thirty (30) days of the establishment of the Review Committee, said committee shall make recommendations for a settlement. Such recommendations shall be submitted to both parties and shall be made public, but shall not be binding upon either party; however, within fifteen (15) days after the recommendations are made, the Association and the Board shall take action to adopt or reject the recommendations of the Review Committee.

Costs and expenses which may be incurred in securing and utilizing the services of the chairperson of the Review Committee and the Mediator shall be shared equally by the Board and the Association.

If the present Agreement expires during the process as outlined above, this Agreement shall remain in full force and effect until such time as the parties adopt a new agreement.

J. When agreement has been reached between the parties, such Agreement shall be printed and the cost shared equally between the Board and the Association.

ARTICLE 3 - GRIEVANCE PROCEDURE

A. Definitions

1. A grievance is a complaint by a member of the bargaining unit or the Association involving the violation, interpretation or application of the terms or provisions of the negotiated Agreement between the parties.

2. An Aggrieved Person is that person initiating the grievance.

3. The Responding Party is the building principal, immediate supervisor, Central Office staff member, or Board.

4. The term "day" is defined as the aggrieved teacher's working day during the school year or weekdays (excluding holidays) during vacation periods.

5. The Professional Rights and Responsibilities Committee of the Association shall in the succeeding sections of the procedures be referred to as the P.R.&R. Committee.

B. General Principles

1. The primary purpose of this grievance procedure is to secure equitable solutions at the most immediate supervisory level possible. Both the Association and the Board agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure.

2. Any member of the bargaining unit employed by the Board may initiate a grievance. A grievance may be initiated on behalf of a group of teachers by the Association. The names of the teachers comprising the group shall be made known to the Responding Party.

3. A grievance may be withdrawn at any step without prejudice, meaning that neither the Board nor Administration will maintain any record of the grievance. If the grievance was initiated by the Association representing a group, the grievance may be withdrawn by the Association.

4. No reprisal of any kind shall be taken by or against any party or participant in the grievance procedure by reason of such participation.

5. The aggrieved shall have the right at all steps to be accompanied by or represented by the Association.

   The aggrieved shall have the right at all steps to present documentation and witnesses in his/her behalf. The Responding Party shall have the right to assistance, representation, documentation and witnesses.

6. The Board and the Administration will cooperate with any investigation of any grievance, and will furnish such information insofar as possible. Costs, if any, shall be paid by the requesting party. The cost of the copies shall comply with Board policy.

7. Forms for filing a grievance and written decisions shall be given appropriate distribution to Administrators, supervisors, and teachers. These forms will be readily available in each school office or from an Association representative.

8. The P.R.&R. Committee and such administrative personnel as designated by the Superintendent shall meet at least once annually to discuss and agree upon how grievances are to be handled. Such meetings shall be held prior to or during the first day of the school year. Such meetings shall be co-chaired by the chairman of the P.R.&R. Committee and a designee of the Superintendent and shall be conducted within the regular work day so far as possible.

9. A grievance must be initiated within fifteen (15) days following the act or condition or knowledge of the act which is the basis for said grievance.

10. The number of days indicated at each step shall be considered as maximum. If the aggrieved fails to file the grievance within the time limits specified in the

succeeding sections of this procedure, it shall be presumed that said incident or grievance has been resolved. If the step fails to comply with any time limit in the succeeding sections of this procedure, the grievance may automatically be appealed to the next step in the grievance procedure. Both parties may, however, in writing, mutually agree to extend the time limits.

11. It shall be mutually agreed that the handling of any professional grievance may be conducted within the regular work day if such can be done without interruption of the students' educational program.

12. In the event a grievance is carried to Step Four, the grievant and a member of the P.R.&R. Committee shall be granted released time with pay to attend hearings held by the arbiter if the hearing is held within a contract day.

C. Procedure

STEP ONE — A teacher with a grievance may initiate the procedure by approaching the building principal or supervisor immediately concerned and discussing the matter. The objective of the meeting shall be to resolve the matter informally.

If the grievance in question is such that it cannot be resolved by the building principal or immediate supervisor, the grievance may be initiated at Step Three, in consultation with the P.R.&R. Committee.

STEP TWO — In the event the aggrieved is not satisfied with a disposition of the grievance at Step One, within ten (10) days he/she may file the grievance in writing with the principal or immediate supervisor with a copy sent to the P.R.&R. Committee.

Within ten (10) days of receipt of the written grievance, the principal or immediate supervisor shall hold a meeting with the aggrieved. He/she shall notify the aggrieved and the P.R.&R. Committee at least two (2) days prior to said meeting. Time for said meeting shall be mutually agreeable. Within ten (10) days of the meeting, the principal or immediate supervisor shall render a written decision as to the solution of the grievance. An electronic copy shall be provided to the aggrieved and to the P.R.&R. Committee.

STEP THREE — In the event the aggrieved is not satisfied with the disposition of the grievance at Step Two, or if the principal or immediate supervisor fails to respond within the time limit, the grievance procedure may be further invoked by presenting the written grievance to the Superintendent. Such action must be taken within ten (10) days of the decision at Step Two. An electronic copy of this written grievance shall be submitted to the P.R.&R. Committee.

If the grievance is such that it cannot be resolved by the building principal or immediate supervisor, the grievance may be initiated at this step. In the event of such action, an electronic copy of the written grievance shall be submitted to the P.R.&R. Committee.

Within ten (10) days of receipt of the grievance, the Superintendent shall hold a meeting with the aggrieved and the previous Responding Party, if there is one in the matter in

question, with the objective of resolving the matter at this step.

Within ten (10) days of the meeting, the Superintendent shall render a written decision as to the solution of the grievance. An electronic copy of the written decision shall be provided to the aggrieved, the P.R.&R. Committee, and to the previous Responding Party.

STEP FOUR — FMCS Mediation

If the action taken by the Superintendent does not resolve the grievance to the satisfaction of the grievant, the grievant and the Association may request FMCS mediation. The notice of mediation request shall be sent to the Superintendent.

The parties will attempt to agree on an FMCS mediator. If unable to agree, the Union will request that FMCS appoint a mediator. Failure to file such request within ten (10) days from receipt of the written memorandum of the Superintendent's action on said grievance shall be deemed a waiver of the right of appeal.

STEP FIVE — If the action in Step Four does not resolve the grievance to the satisfaction of the grievant, the grievant may, within ten (10) days of the conclusion of mediation or the Step Three response if mediation is not requested, appeal in writing to the Board. The Notice of Appeal shall be sent to the Superintendent, principals, immediate supervisor, representative of the Association and a copy filed with the Treasurer of the Board at least five (5) days prior to a regular meeting of the Board. Within ten (10) days after the Board meeting, the Board shall issue a written response explaining its rationale for granting or denying the grievance.

STEP SIX – Within fifteen (15) days after the written decision at Step 5, the member by written notice to the Superintendent shall serve notice of his/her, or the Association's desire to appeal the decision to binding arbitration.

Within fifteen (15) days of receiving notice of appeal to arbitration, an appointee of the Board, with an appointee of the Association, shall jointly select an impartial arbiter. If the appointees cannot agree on the selection of an impartial arbiter, selection of the arbiter shall be made from a list of names submitted by the American Arbitration Association in accordance with its rules and procedures.

The arbiter shall submit recommendations in writing with copies sent to the employee, the representative of the Association, the Board, and the Superintendent within thirty (30) calendar days. The decision and recommendation shall be binding upon the parties.

The costs of the arbiter will be shared equally by the Association and the Board.

MISCELLANEOUS PROVISIONS

a. Nothing in this procedure shall be construed so as to deny the Association or its representatives the right to redress before an appropriate administrative agency or through the courts.

b. The aggrieved teacher, the Board and/or the representative of either shall not be denied the right to advice, counsel, and/or representation on any of the levels listed above.

c. No teacher shall file a grievance after the effective date of his or her resignation.

d. The following items shall not be the basis of any grievance filed under this grievance procedure:

1. Failure to re-employ or the termination of the services of any limited contract teacher.

2. Failure to re-employ or the termination of the services of any teacher on a continuing contract.

e. Processing of grievances shall be conducted at times so as not to affect the students' education program except as otherwise approved by the Superintendent or the Board.

f. Upon resolution of the grievance, insofar as legally possible, a copy of the agreement resolution shall be given to the Association and the Board.

g. No records, documents, or communications concerning a grievance shall be placed in the personnel file of any of the participants in the procedures described in this Agreement.

h. In the event that the Association does not wish to recommend support to the aggrieved, assistance may be provided to all individuals in the area of proper procedure. Action and official position of the Association may take place at any level of the proceedings, but no grievance shall go to arbitration at Step Five except with the consent of the Association.

Grievance Form 1
Distribution:
1-Principal
1-PR&R Chairman
1-Person or Persons against whom grievance is filed

FORMAL GRIEVANCE PRESENTATION

(To be completed by Aggrieved Person)

Aggrieved Person Date Filed _____

Date Discussed with Principal

Address of Aggrieved Person

School Principal

Subject Area or Grade Association Building Rep.

Statement of Grievance:

Relief Sought:

Signature of Aggrieved

Grievance Form 2
Distribution:
2-Aggrieved
1-PR&R Chairman
1-Person or Persons against whom grievance is filed

DECISION OF PRINCIPAL

(To be completed by principal within 10 days of date of meeting with Aggrieved Person)

Aggrieved Person

Date of Receipt Form 1

Date of Grievance _____
Presentation (step one) _____

Date of Hearing (step two) _____

☐ Grievance Approved

☐ Grievance Denied

Date of Decision

Signature of Principal _____

Grievance Form 3
Distribution:
1-Aggrieved
1-PR&R Chairman
1-Person or Persons against whom grievance is filed

FORMAL GRIEVANCE PRESENTATION TO SUPERINTENDENT

(To be completed by Aggrieved Person
and filed within 10 days of the Principal's written decision)

Aggrieved Person

Date of Grievance Filed (Form 1)

Date of Hearing (step two)

Date of Principal's Decision _____

Statement of Grievance:

Relief Sought:

Date

Signature of Aggrieved _____

The above grievance (is) (is not) endorsed by the PR&R Committee and is referred to the Superintendent of Schools for a hearing.

Date of Referral

Signature of PR&R Chairperson(s)

_____

_____

Grievance Form 4
Distribution:
1-Aggrieved
1-PR&R Chairman
1-Person or Persons against whom grievance is filed

DECISION BY SUPERINTENDENT

(To be completed by the Superintendent of Schools within 10 days of hearing)

Aggrieved Person

Date _____

Date Appeal received by Superintendent

Date Hearing held by Superintendent _____

Decision of Superintendent

☐ Grievance Approved

☐ Grievance Denied

Date of Decision _____

Signature of Superintendent _____

ARTICLE 4 - RIGHTS AND RESPONSIBILITIES OF THE ASSOCIATION

The President of the Association or his/her designee shall have the right to visit all buildings in the District to transact Association business, but all visitors must notify the building principal, and such Association business and visitation shall not be conducted during the contracted day without the permission of the respective building principals.

Names and addresses of newly hired teachers will be provided to the Association upon Board approval of contracts. The Association shall be provided annually with the District's seniority list inclusive of name, date of hire, seniority date, employment status (Limited or Continuing Contract) and access to the District's directory of staff members to include worksite, grade level or assignment, so long as the District continues to maintain such a directory.

The Association shall have access to the teachers' mailboxes for distribution of Association related information.

The Association shall be given a place on the new teacher orientation agenda for no less than thirty (30) minutes. If new teacher orientation is scheduled during work time for the Association representative(s), he/she/they shall be released from such work duties to participate during this time period without loss of pay or other benefits. All non-bargaining members shall be observers only during this portion of the orientation.

The Association shall be given a thirty (30) minute timeslot at the conclusion of the District meeting on the first teacher work day.

The President of the Association or his/her designee will be furnished with the tentative agenda for any regular Board meeting at least 24 hours in advance. The actual agenda will be furnished at all regular Board meetings.

The Association shall have the right to use school buildings and facilities without charge for professional meetings at a time when the building is being heated and a custodian normally is on duty. At other times, the Association may use the buildings according to the regulations and rentals established by the business office.

Placement of Association symbols on Board property shall be confined to Association bulletin boards. Any display of special program materials shall be in a timely manner and may appear on bulletin boards, classroom doors and other appropriate sites where building damage will not be incurred. Association symbols shall not be used to denote membership.

If the Association wishes to use audio-visual equipment, it shall file a timely request with the person in charge of such equipment and if the equipment is not in use, it shall be made available. The Association agrees to assume responsibility for fair market value of loss or damage to such equipment while in possession or in control of the Association.

Building representatives will be expected to carry a proportionate share of duty assignments, such as homeroom, hall duty, bus duty, lunchroom duty, etc., but each building representative shall meet with the building principal at the beginning of the school year to arrange such duty

assignments in a manner that will provide the building representative an opportunity to carry out his/her duties as such representative.

Whenever requested in writing by the Superintendent, the Association will provide the following information within thirty (30) days of the request: the name, address, and respective title of the President, President-elect, Building Representatives, and the Chairperson of the Professional Rights and Responsibilities Committee.

ARTICLE 5 - EQUAL EMPLOYMENT RIGHTS

There shall be no discrimination, harassment or bullying of any kind, in regard to race, creed, religion, color or national origin, handicap, sex, age, gender identity, gender expression, sexual orientation, veteran status, political affiliation or marital status by either party to this contract. No teacher shall be the subject of discrimination or coercion as a result of membership or participation in legal activities or the Association of which he/she is a member.

ARTICLE 6 - FAIR SHARE FEE

Fair Share Fee shall be an exclusive right conferred upon the Association, as the exclusive bargaining agent. Each bargaining unit employee, upon employment and re-employment, shall annually either:

A. Sign and deliver to the Association an application for Association membership and, unless the annual dues are paid by cash, check, money order, or other approved method, sign and deliver to the Association an authorization to the Treasurer for payroll deduction of membership dues, fees and assessments. The Treasurer, upon written notice from the President of the Association that a member has terminated membership, shall forthwith commence the check-off of the representation fee and assessments with respect to the former member and the amount of the fee for the remainder of the school year shall be the annual representation fee and uniformly applied assessments less the amount of Association annual dues previously paid through payroll deduction.

OR

B. In lieu of becoming a member of the Association, the Treasurer shall check-off from the wages of the Employee and pay to the Association an annual representation fee equivalent to the total annual dues and uniformly applied assessments of the United Teaching Profession.

All contracts of employment for positions in the bargaining unit shall contain the following language:

"This contract of employment is subject to the Master Contract between the Board of Education and the Association, the terms and conditions of which are incorporated herein by reference as though fully rewritten herein. By signing this contract, I represent that I have been notified of the Fair Share Fee provisions contained in the Master Contract, that I will, if I elect not to become or remain a member of the Association, pay to the Association the prescribed annual representation fees and uniformly applied assessments

for service and benefits to be conferred upon me by the Association as my exclusive bargaining agent during the term of my employment by the Board."

C. The President of the Association or his/her designee shall by July 1st annually certify to the Treasurer of the Board of Education the amount of the annual representation fee for the ensuing school year.

D. The President of the Association or his/her designee shall within thirty (30) days of official adoption of a uniform assessment fee certify to the Treasurer of the Board of Education the amount of the uniform assessment fee.

E. The Treasurer upon receipt of the certification of the amount of the fees and assessments shall, on the basis of the documents referred to in Paragraphs 1 and 2 of Section 1 above, deduct the dues of Association members pursuant to the payroll deduction authorization and deduct the fees and assessments from the pay of every non-member employed in the bargaining unit and pay such dues, fees and assessments to the Association. The Board shall provide a list of names or members for whom deductions were made, the period covered and the amounts deducted. The deductions shall be in equal payments beginning with the first paycheck after authorization and lasting through the remaining pays for that employment year. The failure or refusal of the Treasurer to deduct the representation fee, due to court order or otherwise, shall not relieve the employee of his/her liability to the Association for the amount of the representation fees and assessments.

F. Upon the effective date of this Agreement, the Board and Association shall jointly notify in writing each employee in the bargaining unit of this Fair Share Fee Agreement. Such notice shall have attached thereto a copy of the exact language of this Agreement. Any non-member of the Association who elects to continue employment with the Board after the 30-day period shall be deemed to have consented to receive the services and benefits to be conferred by the Association as the exclusive bargaining agent and shall be liable to the Association for the annual representation fee and uniformly applied assessments which, during the first school year of this Agreement only, shall be pro-rated on a monthly basis.

Upon timely demand, non-members may appeal to the Association payment of the fee pursuant to the internal procedure adopted by the Association.

G. The Association agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

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

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

3. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not appease the Association or its affiliates' application to file briefs amicus curiae in

the action;

4. The action brought against the Board must be a direct consequence of the Board's good faith compliance with the Fair Share Fee Provision of the collective bargaining agreement herein; 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.

The above Fair Share Fee Provision shall be an exclusive right of the Association not granted to any other employee organization seeking to represent employees in the bargaining unit represented by the Association.

ARTICLE 7 - CONTRACTS

The Board shall provide every member of the bargaining unit a written base contract, and where applicable, a supplemental contract.

The provisions of such contracts shall be in keeping with the provisions of the Ohio Revised Code, Board Adopted Policies and this Agreement.

This contract shall include the following items:

1. Name and address;
2. Type of contract;
3. Length of contract;
4. Salary schedule class and TLS credited years and/or hourly rate;
5. Annual pay;
6. Number of pay periods per year;
7. "Employee hereby agrees to fulfill the assigned duties in the public schools of said District";
8. "Employee further agrees to abide by and maintain the rules and regulations adopted by the Board";
9. The length of a teacher's regular contractual year shall be no more than one hundred and eighty-four (184) days, three (3) of which shall be designated "teacher work days". The teacher work day shall consist of seven and one half ($7^1/_2$) hours. (Each building will have a uniform start and finish time).
10. Statement regarding negotiated Fair Share fees.

ARTICLE 8 - CLASS CHANGE (SALARY ADJUSTMENT)

1. Any teacher who gives written notice to the Treasurer by September 15th of the school year, and who, by the 15th of October, submits to the Treasurer satisfactory evidence (official transcript) of having qualified for placement in a higher salary class by reason of additional college preparation, shall advance to said salary class for the school year.

   Any teacher who gives written notice to the Treasurer by January 15 and who by February 15 submits to the Treasurer satisfactory evidence (official transcript) of having qualified for placement in a higher salary class by reason of additional college preparation, shall advance to said salary class effective with the beginning of the second semester.

ARTICLE 9 - SALARY REGULATIONS

1. There will be no limitation on the number of years of experience that new hires may bring to the District. Credit for previous experience will be granted only for those years qualified for reimbursement under O.R.C. 3317.13.

2. There will be a five (5) year limitation on experience for those who retire and are then rehired by the District.

3. Beginning in the 2014-2015 school year, any person who retires under STRS and is subsequently employed by the District will be placed on step 5 of the salary schedule. Retired teachers will advance one step per year up to step 12; retired teachers who reach step 12 will remain at step 12. Teachers hired before the 2014-2015 school year may not exceed step 15.

4. The retired, rehired teacher will not be eligible for tuition reimbursement nor will be eligible for severance pay. In addition, the retired, rehired teacher will be employed with contracts not to exceed one school year in length. Rehired teachers will not be eligible for continuing contract. The retired, rehired teacher will not accumulate seniority within the District.

5. The requirements for each class on the salary schedule are as follows:

Class I	Bachelors Degree
Class II	B.A. Degree + 10 semester hours graduate credit
Class III	B.A. Degree + 20 semester hours graduate credit B.A. Degree and total of 150 semester hours
Class IV	Masters Degree or 30 semester hours graduate credit in education
Class V	Masters Degree plus 15 semester hours of post graduate credit earned after acquiring Masters Degree, or 15 semester hours of undergraduate or graduate credit (or combination thereof) earned after acquiring the Master's Degree and

	approved by the Superintendent as being pertinent to the regular or special teaching assignment of the teacher.
Class VI	Masters plus 30 semester hours of post graduate credit earned after acquiring Masters Degree.

6. Maximum military service credit will be five (5) years.

7. One hundred twenty (120) accumulated days teaching experience is the minimum for recognition of one year teaching experience.

8. All certified personnel on extended time, except coaches, who are required to work beyond the 184 contractual days per school year shall be issued a supplemental contract and compensated at 1/184 of base pay per day according to that teacher's placement on the salary schedule.

9. The salary of all certified personnel shall be based on the teacher salary schedule, except the salaries of the administrative office personnel which are to be set by the Board.

10. The current salary schedule and index guide can be located in Article 10 of the negotiated Agreement.

11. The Board agrees to assume the payment of the employees' contribution to the State Teachers Retirement System using the salary reduction/salary restatement method. Both parties understand an application must be filed and approval, if given, could encompass a period of thirty (30) days. The salary reduction/salary restatement will begin with the payroll after approval is issued.

12. To the extent permitted by Ohio law, certain provisions of this Article superseded Ohio law.

13. Salary compensation will be made in twenty-four (24) equal pays on the 5th and the 20th of each month, unless the day is a weekend day or holiday in which case it will occur on the work day before.

ARTICLE 10 - CERTIFIED SALARY

Certified Salary Schedule 2026-2027

2.75% Rate Increase	Days	184						
	Base Salary	$40,557						
	SMR	*$31.51*	*BA*	*BA+10*	*BA+20/BA+*	*MA/BA+30*	*MA+15*	*MA+30*
	TLS credited		*Class I*	*Class II*	*Class III*	*Class IV*	*Class V*	*Class VI*
	0	Index	1.0000	1.0400	1.0900	1.1300	1.1700	1.2100
		Salary	$40,557	$42,179	$44,207	$45,829	$47,452	$49,074
		Daily	$220.42	$229.23	$240.26	$249.07	$257.89	$266.71
	1	Index	1.0400	1.0900	1.1300	1.1800	1.2200	1.2668
		Salary	$42,179	$44,207	$45,829	$47,857	$49,480	$51,378
		Daily	$229.23	$240.26	$249.07	$260.09	$268.91	$279.23
	2	Index	1.0900	1.1300	1.1700	1.2300	1.2700	1.3232
		Salary	$44,207	$45,829	$47,452	$49,885	$51,507	$53,665
		Daily	$240.26	$249.07	$257.89	$271.11	$279.93	$291.66
	3	Index	1.1300	1.1700	1.2200	1.2800	1.3200	1.3796
		Salary	$45,829	$47,452	$49,480	$51,913	$53,535	$55,952
		Daily	$249.07	$257.89	$268.91	$282.14	$290.95	$304.09
	4	Index	1.1700	1.2200	1.2700	1.3300	1.3700	1.4360
		Salary	$47,452	$49,480	$51,507	$53,941	$55,563	$58,240
		Daily	$257.89	$268.91	$279.93	$293.16	$301.97	$316.52
	5	Index	1.2200	1.2700	1.3200	1.3800	1.4200	1.4924
		Salary	$49,480	$51,507	$53,535	$55,969	$57,591	$60,527
		Daily	$268.91	$279.93	$290.95	$304.18	$312.99	$328.95
	6	Index	1.2700	1.3200	1.3700	1.4300	1.4700	1.5488
		Salary	$51,507	$53,535	$55,563	$57,997	$59,619	$62,815
		Daily	$279.93	$290.95	$301.97	$315.20	$324.02	$341.39
	7	Index	1.3200	1.3700	1.4200	1.4800	1.5200	1.6052
		Salary	$53,535	$55,563	$57,591	$60,024	$61,647	$65,102
		Daily	$290.95	$301.97	$312.99	$326.22	$335.04	$353.82
	8	Index	1.3700	1.4200	1.4700	1.5300	1.5700	1.6616
		Salary	$55,563	$57,591	$59,619	$62,052	$63,674	$67,390
		Daily	$301.97	$312.99	$324.02	$337.24	$346.05	$366.25
	9	Index	1.4200	1.4700	1.5200	1.5800	1.6200	1.7180
		Salary	$57,591	$59,619	$61,647	$64,080	$65,702	$69,677
		Daily	$312.99	$324.02	$335.04	$348.26	$357.08	$378.68
	10	Index	1.4700	1.5200	1.6100	1.6700	1.7200	1.8244
		Salary	$59,619	$61,647	$65,297	$67,730	$69,758	$73,992
		Daily	$324.02	$335.04	$354.88	$368.10	$379.12	$402.13
	11	Index	1.5200	1.5700	1.6600	1.7300	1.7700	1.8808
		Salary	$61,647	$63,674	$67,325	$70,164	$71,786	$76,280
		Daily	$335.04	$346.05	$365.90	$381.33	$390.14	$414.57
	12	Index	1.5700	1.6200	1.7100	1.7700	1.8200	1.9372
		Salary	$63,674	$65,702	$69,352	$71,786	$73,814	$78,567
		Daily	$346.05	$357.08	$376.91	$390.14	$401.16	$426.99

TLS credited		*Class I*	*Class II*	*Class III*	*Class IV*	*Class V*	*Class VI*
13	**Index**	1.6200	1.6700	1.7600	1.8200	1.8700	1.9936
	Salary	$65,702	$67,730	$71,380	$73,814	$75,842	$80,854
	Daily	$357.08	$368.10	$387.93	$401.16	$412.18	$439.42
14	**Index**	1.6700	1.7200	1.8100	1.8700	1.9200	2.0436
	Salary	$67,730	$69,758	$73,408	$75,842	$77,869	$82,882
	Daily	$368.10	$379.12	$398.96	$412.18	$423.20	$450.45
15	**Index**	1.7200	1.7700	1.8600	1.9200	1.9700	2.0936
	Salary	$69,758	$71,786	$75,436	$77,869	$79,897	$84,910
	Daily	$379.12	$390.14	$409.98	$423.20	$434.22	$461.47
20	**Index**	1.7700	1.8207	1.9121	1.9730	2.0237	2.1492
	Salary	$71,786	$73,842	$77,549	$80,019	$82,075	$87,165
	Daily	$390.14	$401.32	$421.46	$434.89	$446.06	$473.72
25	**Index**	1.8215	1.8737	1.9678	2.0305	2.0827	2.2119
	Salary	$73,875	$75,992	$79,808	$82,351	$84,468	$89,708
	Daily	$401.49	$413.00	$433.74	$447.56	$459.07	$487.54

Certified Salary Schedule 2027-2028

1.75%	**Days**	**184**					
Rate Increase	**Base Salary**	**$41,267**					
	SMR	***$32.06***	***BA***	***BA+10***	***BA+20/BA+***	***MA/BA+30***	***MA+15***	***MA+30***
	TLS credited		***Class I***	***Class II***	***Class III***	***Class IV***	***Class V***	***Class VI***
	0	**Index**	1.0000	1.0400	1.0900	1.1300	1.1700	1.2100
		Salary	$41,267	$42,918	$44,982	$46,632	$48,283	$49,934
		Daily	$224.28	$233.25	$244.47	$253.44	$262.41	$271.39
	1	**Index**	1.0400	1.0900	1.1300	1.1800	1.2200	1.2668
		Salary	$42,918	$44,982	$46,632	$48,696	$50,346	$52,278
		Daily	$233.25	$244.47	$253.44	$264.66	$273.62	$284.12
	2	**Index**	1.0900	1.1300	1.1700	1.2300	1.2700	1.3232
		Salary	$44,982	$46,632	$48,283	$50,759	$52,410	$54,605
		Daily	$244.47	$253.44	$262.41	$275.87	$284.84	$296.77
	3	**Index**	1.1300	1.1700	1.2200	1.2800	1.3200	1.3796
		Salary	$46,632	$48,283	$50,346	$52,822	$54,473	$56,932
		Daily	$253.44	$262.41	$273.62	$287.08	$296.05	$309.42
	4	**Index**	1.1700	1.2200	1.2700	1.3300	1.3700	1.4360
		Salary	$48,283	$50,346	$52,410	$54,886	$56,536	$59,260
		Daily	$262.41	$273.62	$284.84	$298.30	$307.27	$322.07
	5	**Index**	1.2200	1.2700	1.3200	1.3800	1.4200	1.4924
		Salary	$50,346	$52,410	$54,473	$56,949	$58,600	$61,587
		Daily	$273.62	$284.84	$296.05	$309.51	$318.48	$334.72
	6	**Index**	1.2700	1.3200	1.3700	1.4300	1.4700	1.5488
		Salary	$52,410	$54,473	$56,536	$59,012	$60,663	$63,915
		Daily	$284.84	$296.05	$307.27	$320.72	$329.70	$347.37

TLS credited		*Class I*	*Class II*	*Class III*	*Class IV*	*Class V*	*Class VI*
7	**Index**	1.3200	1.3700	1.4200	1.4800	1.5200	1.6052
	Salary	$54,473	$56,536	$58,600	$61,076	$62,726	$66,242
	Daily	$296.05	$307.27	$318.48	$331.94	$340.91	$360.02
8	**Index**	1.3700	1.4200	1.4700	1.5300	1.5700	1.6616
	Salary	$56,536	$58,600	$60,663	$63,139	$64,790	$68,570
	Daily	$307.27	$318.48	$329.70	$343.15	$352.12	$372.67
9	**Index**	1.4200	1.4700	1.5200	1.5800	1.6200	1.7180
	Salary	$58,600	$60,663	$62,726	$65,202	$66,853	$70,897
	Daily	$318.48	$329.70	$340.91	$354.36	$363.34	$385.31
10	**Index**	1.4700	1.5200	1.6100	1.6700	1.7200	1.8244
	Salary	$60,663	$62,726	$66,440	$68,916	$70,980	$75,288
	Daily	$329.70	$340.91	$361.09	$374.55	$385.77	$409.18
11	**Index**	1.5200	1.5700	1.6600	1.7300	1.7700	1.8808
	Salary	$62,726	$64,790	$68,504	$71,392	$73,043	$77,615
	Daily	$340.91	$352.12	$372.31	$388.00	$396.98	$421.83
12	**Index**	1.5700	1.6200	1.7100	1.7700	1.8200	1.9372
	Salary	$64,790	$66,853	$70,567	$73,043	$75,106	$79,943
	Daily	$352.12	$363.34	$383.52	$396.98	$408.19	$434.48
13	**Index**	1.6200	1.6700	1.7600	1.8200	1.8700	1.9936
	Salary	$66,853	$68,916	$72,630	$75,106	$77,170	$82,270
	Daily	$363.34	$374.55	$394.73	$408.19	$419.41	$447.12
14	**Index**	1.6700	1.7200	1.8100	1.8700	1.9200	2.0436
	Salary	$68,916	$70,980	$74,694	$77,170	$79,233	$84,334
	Daily	$374.55	$385.77	$405.95	$419.41	$430.62	$458.34
15	**Index**	1.7200	1.7700	1.8600	1.9200	1.9700	2.0936
	Salary	$70,980	$73,043	$76,757	$79,233	$81,296	$86,397
	Daily	$385.77	$396.98	$417.16	$430.62	$441.83	$469.55
20	**Index**	1.7700	1.8207	1.9121	1.9730	2.0237	2.1492
	Salary	$73,043	$75,135	$78,907	$81,420	$83,513	$88,692
	Daily	$396.98	$408.35	$428.85	$442.50	$453.88	$482.03
25	**Index**	1.8215	1.8737	1.9678	2.0305	2.0827	2.2119
	Salary	$75,168	$77,322	$81,206	$83,793	$85,947	$91,279
	Daily	$408.53	$420.23	$441.34	$455.40	$467.11	$496.09

ARTICLE 11 - SUPPLEMENTAL CONTRACTS AND SALARIES

1. All teachers assigned positions listed on the Supplemental Schedule shall be given a written supplemental contract that is in addition to their regular contract.

2. Nothing herein contained shall be construed to prohibit the Board from offering a supplemental contract to any individual classroom teacher, such additional time to be paid at the rate as established by the negotiated Agreement provided that no individual teacher shall be required to accept a supplemental contract. Nor shall anything herein contained be construed to prohibit the addition or deletion of supplemental contract positions to the schedule by the Board. (O.R.C. 3319.08) Such salaries shall be a matter of negotiations. The Supplemental Salary Schedule,

with a listing of supplemental positions and the amounts to be paid for the performance of the supplemental duty shall be part of this Agreement.

3. All supplemental contracts specified in the negotiated Agreement shall be effective for a period of not more than one (1) year and shall expire during the effective year on the following dates:

January 1 – Fall Athletic Supplemental Contracts
April 1 – Winter Athletic Supplemental Contracts
June 1 – All other Supplemental Contracts except those specified to run through June 30
June 30 – All other Supplemental Contracts

The expiration of such contracts shall be automatic and shall require no nonrenewal action by the Board nor notice of expiration nor posting of position to refill the position with the same personnel, providing such personnel are in the bargaining unit.

4. Present members of the bargaining unit who are qualified, as determined by the Superintendent, may be offered any vacated supplemental position before the position can be offered to any individual outside of the unit.

5. Compensation for supplementals that are seasonal (are not year-long) will be paid in either one or two installments on a regular payroll check. The desired payment option must be indicated on the form provided when the signed supplemental contract is filed with the Treasurer. If no option is selected, payment will be made in one installment at the conclusion of the season. Beginning with the 2026-2027 school year, all newly hired seasonal supplemental contracts will be paid in one installment on a regular payroll check, at the conclusion of the season. Non-seasonal supplemental compensation will be made in 24 equal pays and included in the regular payroll check.

ARTICLE 12 - SUPPLEMENTAL SALARY SCHEDULE

When Supplemental Contracts for the following positions are issued by the Tecumseh Local Board of Education, the percentage listed shall be paid based on the Bachelor Degree Base Salary.

New employees with prior experience elsewhere, shall have such experience considered in placement on the Supplemental Salary Schedule. If an individual leaves a given program in the District and re-enters within ten years, it will be the District's responsibility to obtain documentation of prior experience.

Employees coaching or advising one sport or activity will not be given credit for that sport or activity when changing to another sport or activity. Experience level will revert to 0 or to the level of previous experience in that activity.

Employees who move from an assistant to head coach position will revert back to 0 level for the new position.

If the District adds a new supplemental position it will provide notice to the Association of the new position and the parties will meet and negotiate the appropriate placement on the Supplemental Salary Schedule.

	0–3 years experience in Tecumseh District	**4 or more years experience in Tecumseh District**
Category I Varsity Football Varsity Basketball	.1826	.1895
Category II High School Marching Band Director Varsity Wrestling Weight Room Supervisor	.1598	.1669
Category III Varsity Baseball Varsity Softball	.1296	.1365
Category IV Varsity Volleyball Varsity Soccer Varsity Track High School Site Manager	.1255	.1325
Category V Assistant Varsity Football JV Basketball	.1186	.1246
Category VI Varsity Cross Country	.09873	.10473
Category VII Freshman Football Boys Freshman Basketball Assistant Varsity Wrestling	.0888	.0948
Category VIII Assistant Baseball Assistant Softball Varsity Swimming Varsity Bowling Varsity Tennis Varsity Golf	.0840	.0900

Category IX Middle School Site Manager Middle School Football Middle School Basketball (7 & 8) JV Volleyball Assistant High School Marching Band Middle School Track Middle School Volleyball Assistant Varsity Track JV Soccer	.07893	.08493
Category X Middle School Wrestling Musical - HS Musical Director Muse Machine Advisor Assistant to the Head Varsity Coach Boys' Basketball Assistant to the Head Varsity Coach Girls' Basketball Assistant to the Head Varsity Coach Wrestling	.06913	.07513
Category XI Jazz Band Flag Corps for Marching Band High School Pep Band Director ROTC Drill Team MS Musical Director	.0592	.0652
Category XII HS Musical Assistant Director Class Play Junior Class Advisor Middle School Cross Country Pit Orchestra Director (HS Musical)	.04933	.05533
Category XIII Yearbook Muse Machine Assistant Middle School Muse Machine Advisor National Honor Society Advisor Varsity Basketball Cheer Varsity Football Cheer	.03946	.04546

Category XIV Cheerleader Sponsor: Junior Varsity Football Junior Varsity Basketball Senior Class Advisor Sophomore Class Advisor Student Council Advisor Assistant to the Head Varsity Coach Swimming Assistant to the Head Varsity Coach Volleyball Assistant to the Head Varsity Coach Cross Country	.0296	.0356
Category XV Freshman Class Advisor Cheerleader Sponsor: Middle School Football (7&8) Middle School Basketball (7&8) Middle School Student Council Sponsor Middle School Yearbook Advisor Safety Patrol Academic Team Advisor Competition Cheer	.0197	.02573
Category XVI Hourly Rate Personnel The number of hours to be determined by the Administration. Committee Work (Ref. Article 21) Summer School Home Instruction/Tutoring Saturday Sessions/Detentions Industrial Arts Guidance Counselors LPDC	.0007769	
Category XVII	Extended Time –FCS /CBI/VoAg /School Counselors– Per Diem Rate as determined by teacher placement on the local salary schedule.	
Category XVIII	.04195 Department Heads will be paid .04195 of base plus $100.00 for each additional person in the department. The number of department heads will be determined by the Administration.	

ARTICLE 13 - TEACHER SUBSTITUTE PAY

If a member of the bargaining unit covers a class during their individual plan period as a result of another member's absenteeism, that member will be compensated at the summer rate on a prorated basis. This pay will be determined by dividing the number of minutes in the period by sixty minutes.

ARTICLE 14 - PAYROLL DEDUCTION/DIRECT DEPOSIT

1. Any teacher of the Tecumseh Local School District will be permitted payroll deductions for the purposes of professional dues (NEA/OEA/COTA/TEA), credit union, FCPE, annuities, medical package, etc., to be made without charge upon written authorization of the employee. Professional dues will be deducted from the pay of the member in twenty (20) equal installments beginning the second pay in October, provided the Association provides a written list of employees who have agreed to dues deduction and deduction amounts by September 30 each school year. If the list of employees is provided after September 30 the deductions will not occur in twenty (20) equal installments. Accompanying each deposit notification will be a complete listing of the names of the members for which a payroll deduction was made. Any member hired or becoming eligible for membership after October 1, shall be entitled to payroll deduction of dues on a schedule determined by the Association Treasurer and the individual member.

2. Payment to the Heartland Federal Credit Union of authorized deductions shall be the same day as the payroll date via electronic funds transfer. All EFT information must be provided by the Association President or Treasurer to the District Treasurer's office by September 30 of each year. The Association's Treasurer shall be responsible for providing any EFT updated information in a timely manner. Payment of authorized annuities shall be within five (5) working days after the second pay period provided proper billing has been received.

3. Such authorization shall continue in effect until such time that said teacher gives written notice to the Treasurer of the Board and the Association to discontinue such deductions.

4. Direct deposit of payroll checks shall be provided to the members of the Bargaining Unit by the Board without cost. Direct deposits may be made to a maximum of three (3) financial institutions per employee. Open enrollment periods shall be on a quarterly basis. Application and/or changes of existing arrangements for direct deposit can be made at the Treasurer's office. All members will receive a pay stub via email. The Treasurer's office will use a member's school email address unless the member submits a personal email address to the Treasurer's office.

5. Association membership shall be annual from September 1 through August 31. Once a member enrolls, the membership shall be continuous for each subsequent membership year unless the individual cancels his/her membership.

a. Any individual who wishes to cancel his/her membership must notify the Association's Treasurer and the Board's Treasurer in writing.

b. In the event that a member's employment is terminated, either voluntarily or involuntarily, or if an unpaid leave of absence is taken, the Treasurer of the Board will deduct the remaining dues for the year from the employee's final paycheck.

ARTICLE 15 - SEQUENCE OF CONTRACTS/ JUST CAUSE

A. Limited Contracts

Teachers holding provisional certificates, provisional license and first professional license shall be granted limited contracts as follows:

1. All teachers new to the District may be granted limited contract with a duration of one (1) year.

2. Teachers will be offered, based on the recommendation of the Superintendent, limited contracts for a duration of one (1) year during each of the first four (4) years.

3. Teachers who are re-employed after serving four (4) consecutive years or a total of six (6) years with at least the last two (2) being consecutive, in the District shall not be nonrenewed without written just cause. Once an employee qualifies for and is granted a contract covered by the just cause process, the limited contract and those that follow will be for a three (3) year period.

4. Limited teaching contracts not subject to "Just Cause" provision of this article may be non-renewed per Section 3319.11 of the Ohio Revised Code. These contracts may be non-renewed without written or verbal reasons.

B. Continuing Contracts

Teachers are eligible for continuing status when they:

1. Held a continuing contract in Tecumseh Local Schools prior to July 1, 1999.

2. Are qualified as set forth in the Ohio Revised Code 3319.

3. Have been recommended for continuing contract status by the Superintendent.

4. Have taught in the Tecumseh Local Schools for three (3) of the last five (5) years.

5. Have taught in another school district under a continuing contract and have been employed in the Tecumseh Local Schools for two (2) years. However, such teacher may, if recommended by the Superintendent, be granted continuing status upon initial employment, or any time during the first two (2) years of employment. At the time of their employment in the Tecumseh Local Schools, teachers who have

taught in another school district under a continuing contract are responsible for notifying the Superintendent of their prior contract status. Accurately completing the employment application form shall constitute notice.

The local Superintendent must be notified on or before September 15 to be considered for continuing contract the following school year. Nothing herein shall require the Board to grant a continuing contract during the unexpired term of an eligible teacher's limited contract. In January the Superintendent will send a letter to those candidates who will be recommended for continuing contract to be acted on at the April or May Board of Education meeting.

All bargaining unit members who possess a continuing contract with the Board of Education as of April 5, 1995, if terminated, shall have their contract terminated for those reasons set forth in O.R.C. 3319.16. This in no way will conflict with the implementation of Article 16 – Reduction in Force.

Any teacher who is eligible for a continuing contract, but is re-employed under a limited contract, shall be given written reasons directed at the professional improvement of the teacher, as per O.R.C. 3319.11.

C. Discipline

1. The Board's right to manage, direct, and control the operations of the District includes the right to discipline teachers for just cause. Discipline may consist of verbal warnings, written reprimands, suspensions with pay, suspensions without pay (for up to five (5) work days), termination, or such other appropriate action as may be needed given the nature and magnitude of the misconduct involved.

2. A bargaining unit member may request the presence of a TEA representative of their choosing and an OEA representative at any investigatory interview or meeting conducted by an Administrator if the bargaining unit member reasonably believes that such interview or meeting might result in disciplinary action. Administrators shall advise bargaining unit members facing disciplinary action, inclusive of Verbal Warnings, of his or her right to bring to the meeting, a representative/s of their choosing as described above. Locating the representative of their choosing may not delay the pre-disciplinary hearing for more than 2 work days.

3. Teachers shall have the right to be represented by the Association in any meeting or conference at which the teacher reasonably believes he/she will be disciplined.

4. The discipline of teachers shall follow the principles of progressive discipline except when such events warrant stronger action.

5. Teachers will not be disciplined for alleged misconduct or evaluated based upon building surveillance video without first being given the opportunity to review such tapes with an Association representative present.

D. Termination of Contracts

Teacher contracts shall be terminated in accordance with the provisions of 3319.16 and 3319.161 of the Ohio Revised Code.

E. Supersedes Ohio Law

It is the intent of both parties that this Article will supersede any and all contrary provisions of Ohio law that may be superseded.

F. Exclusions

This Article does not apply to supplemental contracts.

ARTICLE 16 - REDUCTION IN FORCE

When by reason of decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, by reason of suspension of school or territorial changes affecting the District, curriculum changes, reductions of course offerings, or limited financial resources, the Board determines that it will be necessary to reduce the number of teachers under O.R.C. Section 3319.17, it may make a reasonable reduction. The President of the Association shall be notified in writing that a reduction in force is likely to occur at least ten (10) calendar days prior to teacher notification. In making such reduction, attrition shall first be used to effect a reduction in force. If further reduction is required, then the Administration/Board will notify the President of the Association and the affected teaching staff no less than twenty (20) calendar days prior to such reduction. All teachers placed on the RIF list will be so advised.

Procedures for reduction in staff shall be as follows:

1. A seniority list shall be established for each teaching field. Retired, rehired teachers will not accrue seniority. Retired, rehired teachers will be placed first on the RIF list in each corresponding teaching field.

2. A teaching field shall be defined as those levels/academic subjects which can be taught within a certificate issued by the Department of Education.

3. All teachers on continuing contracts shall have seniority over teachers on limited contracts unless the final Summative Rating was "ineffective" for two (2) consecutive years prior to the RIF. When two (2) or more teachers are "ineffective" the seniority list will be used.

4. Teachers placed on the RIF list shall notify the Board if suitable employment is found elsewhere.

5. Seniority will be computed from the teacher's most recent date of hire in the District. Seniority shall not accrue during unpaid leaves of absence, but shall not be broken by such unpaid leave of absence.

6. The contract of that teacher who is affected by a reduction shall be suspended.

7. All teachers who are notified that they are placed on the RIF list will have the following rights:

   a. To review his/her seniority and certification records with representatives of his/her choice.

   b. To be placed on the District's substitute list.

   c. To be notified of all vacancies which may occur or new positions which may be created for which the teacher is certified and qualified. Failure to accept or reject such appointment within five (5) days shall constitute a rejection of such appointment.

   d. To be continued on the RIF list for a period of eighteen (18) months.

   e. To continue to participate, at the teacher's expense, in group insurance programs without interruption in benefits, to the extent authorized by the insurance carrier.

8. Reductions shall be made by suspending contracts based upon the Superintendent's recommendation. Those contracts to be suspended will be chosen as follows:

   a. "Ineffective" evaluation rating

      The reduction shall first be made on the basis of teachers' evaluations. Any teacher with an "ineffective" rating on his/her final Summative Rating for two (2) consecutive years prior to the RIF (or one (1) year if the teacher has only been employed by the Board for one (1) year) shall be the first level of teachers subject to the reduction in force. The Superintendent shall have sole discretion as to the order that "ineffective" teachers are laid off and which "ineffective" teachers are laid off.

   b. "Developing" evaluation rating with Improvement Plan

      If the reduction in force goes beyond teachers with an "ineffective" rating or if there are insufficient numbers of such teachers to accomplish the RIF needed, then teachers with a rating of "developing" and who are on an improvement plan will be the next level of teachers subject to RIF in accordance with the discretion of the Superintendent.

9. No new teachers will be employed by the Board while there are teachers on the recall list who are certificated or licensed for the vacancy and have evaluation ratings other than "ineffective" on the last two (2) final summative ratings before the RIF.

10. Recalling of teachers shall be based upon certification/licensure and on the basis of evaluations.

    a. The first to be called from the RIF list by the Superintendent will be selected on the basis of licensure and evaluations.

    b. Teachers with "ineffective" ratings on their last evaluation before the RIF may be passed over for recall (not recalled) at the sole discretion of the Superintendent.

11. Any teacher who twice rejects an appointment to fill a position shall be removed from the RIF list.

12. Any teacher on the RIF list who voluntarily resigns or accepts another full-time teaching position shall be removed from the RIF list.

13. Each teacher on the RIF list is obligated to keep the Board informed of his/her current address and telephone number or he/she shall be removed from the RIF list.

14. Unless otherwise provided, the suspension of a teacher's regular teaching contract shall thereupon suspend any supplemental contract held by such teacher.

15. Nothing herein shall restrict the authority of the Board to non-renew the limited contract of a teacher in accordance with law.

ARTICLE 17 - VACANCIES

A. Vacancies

Vacancies and any newly created positions in certificated staff will be posted on the District's website and all staff will receive an email of the posting during the school year. The positions will be held open for a period of forty-eight (48) hours during the school year beginning immediately following the posting of the position on the District's website. Postings shall be on Monday-Thursday.

Positions which become open in the summer, upon approval of the Superintendent or designee, will be posted on the District's web site, and publicized by utilizing the District's central notification system on the same day. (Exceptions to this procedure will be only by prior mutual agreement of the President of the TEA and the Superintendent or their designated representatives.) Positions will be held open for a period of twenty-four (24) hours during the summer. Teachers may call the Central Office to check on the availability of positions.

During August, the District may employ without a waiting period. The Superintendent or designee agrees to notify in writing the President of the TEA in those instances where the District exercises this right. This notification does not need to occur before a person is employed.

All postings shall include the following: 1. Position(s) available; 2. Licensure/Certification requirements for the position; 3. Deadline for the application; 4. Effective starting date; and 5. Date of posting.

B. Voluntary and Involuntary Transfers

All voluntary and involuntary transfers shall be made in the best interest of students in compliance with applicable law. In determining what is in the best interests of students, the Superintendent may consider relevant educational factors, including:

a. Student learning needs and instructional continuity

b. Programmatic requirements and course offerings

c. Enrollment changes or scheduling needs

d. Teacher licensure, certification, endorsements, and subject area expertise

e. Specialized training and experience

f. Student services and support

g. District and building strategic plans

h. Equitable access to qualified educators

1. Voluntary Transfers

Any staff member interested in a vacant position during the school year should notify, in writing, the Superintendent and the appropriate building principal within forty-eight (48) hours of the email. During the summer break, any staff member interested in a vacant position should notify, in writing, the Superintendent and the appropriate building principal within twenty-four (24) hours of the email/District's central notification system. All internal applicants will have the opportunity to participate in a one-on-one discussion with the building principal, about the vacant position and the reasons they should be selected for the position. The Administration shall determine who is the most qualified applicant based upon what is in the best interests of students, and offer the position to that applicant. If as solely determined by the Administration the qualifications of applicants are equal, seniority within the District may be a secondary factor. In the event the principal intends to deny a transfer request, the Superintendent shall review the recommendation of the principal and at which point the position can be posted externally. Any internal applicant who is not selected for the transfer will be notified via email.

If no internal applications are received during the forty-eight (48) or twenty-four (24) hour window, external applicants may then be selected.

2. Involuntary Transfers

An involuntary transfer will be made only in case of emergency, to prevent undue disruption of the instructional program, or to place staff members in positions to the best interest of students. Transfers will not be for arbitrary, discriminatory or capricious reasons. The Administration will notify the affected teacher of the transfer and the reason for such transfer, at the earliest possible opportunity. Upon written notice to the payroll department, if an involuntary transfer or involuntary classroom move must be made, the affected teacher will receive a transfer stipend of four hundred dollars ($400). If applicable, a sixty (60) day period of acclimation before being formally evaluated will be allowed to provide a smooth transition of assignment.

If the District undertakes a restructuring or mass classroom reassignment affecting more than five (5) classrooms building wide, the parties agree to negotiate a Memorandum of Understanding (MOU) to address the impact of such action, including the amount of such compensation to be paid to the affected teachers.

ARTICLE 18 - SICK LEAVE CONVERSION ON RETIREMENT

An employee on the certificated staff of the Tecumseh Local School District who retires from active service with the Tecumseh Local School District with ten or more years of service with the State, any political subdivisions, or any combination thereof, may at the time of retirement (defined as being retirement based on active service, not disability, and the filing and approval of an application for retirement by the Ohio State Retirement System) elect to be paid for a portion of the value of his/her accrued but unused sick leave credit with the following limitations:

1. Payment shall be based on the teacher's daily rate of pay at the time of retirement. Daily rate shall be based on the final annual salary of the teacher with the District as shown on the regular contract or salary notice, excluding any pay for supplemental duties or extended service.

2. Severance pay shall be paid for one-fourth of the accrued but unused sick leave days (up to a maximum of two hundred forty-eight (248) days, not to exceed sixty-two (62) days paid.

   Note: If an individual uses sick leave days, the days above two hundred forty-eight (248) days will not convert for severance pay. An individual may accumulate two hundred eighty-five (285) days.

3. Teachers must sign for the severance pay check certifying all eligibility criteria have been met.

4. Such payment shall be made as follows upon receipt of teacher's eligibility: If you retire at the end of the school, you would receive your severance check the first pay in September of the retirement year. If you retire during the school year, you will receive your severance pay the pay period after your final contract payment. Teachers will have the option of rolling severance pay over into an annuity from

the approved list and in accordance to the regulations set forth by IRS.

5. Receipt of such payment for accrued but unused sick leave shall eliminate all sick leave credit accrued by the teacher.

6. Severance shall be paid to the estate of a deceased member who has made application for retirement but had not received severance payment.

ARTICLE 19 - LIFE INSURANCE

The Board shall provide for the purchase of Term Life Insurance in the amount of $40,000 for full-time employee.

The Board shall provide for the purchase of Term Life Insurance in the amount of $20,000 for half-time employee.

The accidental death/dismemberment and conversion rights will be provided as long as they are available through the insurance carrier.

ARTICLE 20 - HOSPITALIZATION INSURANCE

The Tecumseh Local School District will offer the United Health Care Core Plan with the option for bargaining unit members to enroll in the UHC Buy-Up Plan (the 2009-2010 Plan.) Those bargaining unit members who enroll in the UHC Buy-Up Plan (the 2009-2010 Plan) will pay 17% of the Core Plan premium for 2013-14 as well as the difference in monthly premium costs between the Core Plan and UHC Buy-Up Plan (the 2009-2010 Plan.)

Payment for the Core Plan hospitalization insurance shall be as follows:

2026-2028

81% shall be paid by the Board for full-time employees.

19% shall be paid by the full-time employee.

The Board will pay 42.5% of the total Core Plan premium for half-time employees.

It is understood that the Core Plan and UHC Buy-Up Plan (the 2009-2010 Plan) provide for prescription drugs, vision care, major medical and emergency hospitalization as well as basic coverage. The Core Plan will offer Single, Employee +kids, and Family coverage. The UHC Buy-Up Plan (the 2009-2010 Plan) will offer Single and Family coverage.

ARTICLE 21 - DENTAL INSURANCE

Dental Insurance will be made available to all full-time employees. The cost of dental insurance shall be paid as follows:

75% shall be paid by the Board.

25% shall be paid by the employee.

ARTICLE 22 - VISION INSURANCE

Vision Insurance will be made available to employees enrolled in the District hospitalization plan. The cost of vision insurance shall be paid by the Board for the duration of the contract. Said cost will be subject to review if cost increases in excess of ten percent (10%) in any one school year.

ARTICLE 23 - TRAVEL COMPENSATION

The Board will reimburse, at the IRS adopted mileage rate, all teachers who must regularly use personal transportation during the school day to fulfill their contractual duties. Such teachers shall be offered a supplemental contract to cover travel reimbursement. Said supplemental travel contracts shall be effective for a period of not more than one year and shall expire at the end of the contract term without any action by the Board of Education and without any notice to the teacher.

ARTICLE 24 - TUITION REIMBURSEMENT AND CLASS CHANGE

Approved Masters Program
Each full time, annually contracted teacher shall be reimbursed up to $150 per semester hour, not to exceed the amount actually paid by the teacher for the quarter and/or semester hour, for the approved graduate work done in an approved masters program.

Other Course Work
Each full time annually contracted teacher will be reimbursed up to $150 per semester hour, not to exceed the amount actually paid by the teacher for the quarter and/or semester hours, for approved graduate course work. Undergraduate work when undergraduate work can be substituted for graduate courses at an accredited university shall be reimbursed at the above rates. Continuing Education Units (CEUs), Professional Development (PD), workshops, and post-baccalaureate coursework may be counted for tuition reimbursement but will not be counted for purposes of salary schedule advancement.

Terms and Regulations for Reimbursement and Class Change

Tuition Reimbursement
The teacher must submit the Tuition Reimbursement/Salary Class Change form, present documentation of earned credits, unofficial transcript, and proof of payment, in order to be reimbursed. Reimbursement shall be made to the teacher only once per course taken and within two pay periods after the teacher's grade report has been filed with the Superintendent's office. There will be a one year window for reimbursement from the completion of the course. The maximum number of hours per teacher applicable under this policy shall be equivalent to twelve (12) semester hours or sixteen (16) quarter hours from September 1 through September 1. *Please note that any combination of hours will be transferred to quarter hours and must be under the sixteen (16) quarter hour minimum. If you are taking classes at a college or university that only gives credit in semester hours, you may be reimbursed for a maximum of twelve (12) semester hours.*

Continuing Education Units (CEUs), Professional Development (PD), workshops, and post-baccalaureate coursework may be counted for tuition reimbursement but will not be counted for purposes of salary schedule advancement.

Hours taken through grants, scholarship, or other sources, at no cost to the teacher, shall be excluded from this program. Certificates for tuition received from a college or university for supervision of student teaching or similar services shall not be applicable under this section.

Class Change

For class change, the work taken shall be in the teaching field of certification of the teacher or in other work previously approved by the Superintendent or their designee. In order to make a salary class change, a teacher must provide an official transcript from an accredited college or university confirming semester graduate hours from which the courses were taken and submit the Tuition Reimbursement/Salary Class Change form. Upon request from a teacher, the Superintendent or their designee shall meet with any teacher whose coursework submitted on the Class Change form is marked "pending". Any hours earned in any field must be acceptable by the Ohio Department of Education and Workforce.

Approval by the Superintendent or their designee shall be based on potential for direct benefit to the instructional program of the Tecumseh Local School District.

Teachers must work in the District the two years following tuition reimbursement. If the teacher does not work in the District the following two years, the teacher will be required to pay back to the District the total amount of tuition reimbursement for the previous two years.

This requirement will not apply to a teacher who retires or leaves the District due to a reduction in force.

See Article 8 for class change deadlines.

ARTICLE 25 - SPORTS MEDICINE CLINICS

Coaches attending the Clark County sponsored Sports Medicine Clinics will be compensated for expenses upon prior approval of the Superintendent or his/her designee.

Personnel employed prior to clinics provided by the county districts shall attend the Clark County Clinics. Personnel unable to attend the Clark County Clinics will be reimbursed registration fees, and mileage for attending clinics elsewhere upon approval of the Administration.

All reimbursements shall be as follows:

Expenses for initial certification:
Registration, if any, and travel at the Board adopted rate.

Expenses for update to certification:
Registration, if any, and travel at the Board adopted rate.

ARTICLE 26 - INDUSTRIAL TECHNOLOGY

In order to keep the Industrial Technology Program functioning properly, it is necessary to spend extra time on periodic maintenance, adjustment, and repair of equipment and facilities.

So that proper control of the additional time can be maintained, the following procedures should be used:

a. Teachers should submit a list work to be done over the summer and estimated time needed to the principal by May 15.

b. Teachers should discuss and get approval from the building principal for jobs requiring ten (10) hours or less. Requests for more than ten (10) hours should be submitted to the Central Office staff person in charge of such maintenance.

c. If approved, the rate of pay would be as indicated on the supplemental Salary Schedule.

ARTICLE 27 - ACADEMIC FREEDOM

The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning and in which academic freedom for teacher and student is encouraged.

No special limitations shall be placed upon study, investigation, presentation and interpretation of facts and ideas concerning man, human society, the physical and biological world, and other branches of learning, subject only to accepted standards of professional educational responsibility by members of the professional staff. Freedom of individual conscience, Association and expression will be encouraged and fairness in procedures will be observed both to safeguard the legitimate interests of the school and to exhibit by appropriate examples the basic objectives of a democratic society.

Academic freedom requires that all sides of an issue should be explored, and deliberate or negligent failure to present issues in a fair manner will not be acceptable. Opinions or theories should be identified as such to students and professional staff members. This is subject to the limitations laid out in HB 8/Parents' Bill of Rights. See Board Policy 5780.01.

ARTICLE 28 - TEACHER PROTECTION AND STUDENT DISCIPLINE

When, in the judgment of a teacher, a student requires the attention of pupil-personnel employees or other specialists, he/she will so inform the principal or designee either orally or in such writing as may be required, using forms provided, for referral to certain services. The principal or designee, after consultation with the teacher, will arrange, if necessary, for a conference with the teacher, and the service specialist to discuss the problem and to decide upon appropriate actions.

A teacher may refer to the principal or designee for appropriate action, a pupil who seriously interferes with the learning opportunities of other children in the classroom. The teacher shall communicate in writing (or, in person, in cases of extreme emergency) the nature of the problem to the principal or designee. If such communication is done in person, a written report must be filed with the principal or designee as soon as possible and ordinarily no later than the close of the school day. A standard check list referral form shall be used within each school for such referrals and returned to the teacher, within five (5) school days when possible.

The teacher may recommend in this referral that the pupil be detained outside the classroom for a minimum of the remainder of the class period or for a period of no less than thirty (30) minutes (elementary buildings). If such recommendation is made by the teacher, the principal or designee is obligated to give it immediate consideration.

In the event that the referred pupil refuses to comply with the teacher's directive to report to the office, the teacher may request direct office assistance/make an A Team call when the student causes or is likely to cause physical harm to self or others.

The principal or designee shall investigate the referred case as soon as possible and take such action as is necessary. When in the absence of the principal, the designee at his/her discretion may contact the principal or Central Office personnel for assistance. The teacher shall be notified of action taken and, if in disagreement with said action, may discuss the decision with the building principal. Teachers may contact the Superintendent/or designee directly regarding discipline concerns. Student discipline data will be shared and analyzed at District liaison meetings on a quarterly basis.

When other appropriate measures have been taken with disruptive students and when, for the purpose of using the staff most effectively, it has been determined by the Superintendent/or designee, after consultation with professional staff involved and the Association, that a larger number than usual of pupils who constitute serious behavioral problems are placed in an individual teacher's class or classes, it may be necessary to give appropriate recognition of this situation by providing the teacher with small classes and/or more frequent relief periods.

At the beginning of the year building meeting, teachers and principals shall meet and have a conversation about the procedures and interventions/activities that may be used by the principal or his/her designee to deal with a pupil referred to the office for seriously interfering with the learning opportunities of other children in the classroom or for other disciplinary reasons (Tier I, II, III). These procedures should be part of the student discipline code, and should be posted. In cases where teachers must refer a particular student repeatedly, the principal, or his/her designee, shall inform the teacher what specific procedures are being followed and work closely with the teacher to help eliminate the problem within a timely manner.

A teacher may also, within the scope of his/her employment, use and employ such amount of force as is reasonable and as necessary to break up a fight, knock a weapon out of a student's possession or prevent an impulsive behavior that threatens a student's or the teacher's immediate safety. The staff member should call for the assistant of the building's A-Team as soon as it is safe to do so. For other disturbances where human risk is less immediate or there is an immediate threat to property, the staff member should follow building procedures to call for assistance of the A-Team

or other staff trained in Non-Violent Crisis Intervention in accordance with Board and ODE policy on Positive Behavior Intervention and Supports, and Restraint and Seclusion (Ohio Administrative Code 330135-15.) In the event such actions become necessary, the building principal should be notified as quickly as possible and a report on any restraint or seclusion used must be completed.

In the event of a school-related assault on a teacher, the Board attorney shall inform the teacher of his/her legal rights. In addition, if litigation becomes a possibility, the Board will have an official representative made available to cooperate with the teacher and the teacher's counsel toward the protection of said teacher's rights.

ARTICLE 29 - MATERIALS AND RESOURCES

The Board shall make available to principals and professional staff a District level inventory of textbooks, major equipment and major resource items.

The Board shall continue the ordering of materials necessary for the normal operation of the education program. By September 30, and at other appropriate times, the Administration shall make known to the teachers the types and quantities of supplemental materials, resources and equipment available and on hand for the current year and shall make known to the principal and teachers of each school or department the amount of funds available for additional materials, resources and equipment which may then be requested by the teachers, by buildings, or departments.

Amounts budgeted for buildings or departments shall be equitably divided among buildings or departments, but due allowance shall be made for imbalances necessitated by change of program, change of textbooks, or needs of meeting sate minimum standards.

The Central Office shall forward to principals, department heads or appropriate staff, letters or flyers concerning area educational programs or opportunities received by the Central Office. It shall be the responsibility of the recipients of these notices to post or otherwise notify the appropriate teachers of these opportunities.

General supplies shall be made available in the office to the teachers at no charge.

ARTICLE 30 - TEACHER WORKROOMS

A teacher workroom in each building shall be provided. Sufficient equipment shall be made available to enable the room to be used effectively for daily preparations of educational materials and as a professional center. The equipment shall be maintained in good working order, and the Teacher/Principal/Liaison Committee in each building shall monitor the condition of the room, equipment, and supplies therein. In the event of a dispute as to the condition of the room and equipment, the Administration shall report the same to the Central Office for investigation and action.

Equipment available for teacher use in teacher workrooms shall be recommended by the Building Liaison Committee.

ARTICLE 31 - LUNCH PERIOD

Every teacher will have a thirty (30) minute, uninterrupted, duty-free lunch period each day. Teachers are expected to remain at the school building during the lunch period under normal circumstances. Teachers may leave the building during this period if they first notify the principal or his/her designee of their intention to do so. However, no more than 1/5 of the teachers may be out of the building at the same time. The principal will deny permission for other teachers in excess of 1/5 to leave the building except in emergency situations.

If more than one-fifth (1/5) of the teachers in any building request such permission regularly, arrangements will be made to rotate the permission among teachers in an equitable manner.

It is understood that normal building procedures for coming and going and regarding punctuality will be in effect and a sign-out and sign-in may be used.

ARTICLE 32 - LESSON PLANS

1. Daily plans will be available on teacher desk or work table during the instructional day. Principals will randomly check plans to make sure they are complete. If the plans are not complete, the first time will be a verbal warning and the second offense will require the teacher to submit his/her plans for the remainder of the school year on the Monday prior to the start of the week. Principals retain the right to require a 1st, 2nd, or 3rd year teacher in the District to prepare and submit current week lesson plans by Monday, prior to the start of the student day, should problems occur.

2. All teachers will prepare a detailed substitute folder that will be available in the classroom.

3. Lesson plans may be submitted electronically.

ARTICLE 33 - PLANNING TIME

Planning and preparation time shall be allotted to all members of the bargaining unit, which time shall be used primarily for planning and preparation of lessons and classroom activities. For those bargaining unit members who do not have regular classroom assignments, planning time shall primarily be used for other work-related duties.

Meetings, duties, and other interruptions, during planning time will be kept to a minimum.

Planning time for elementary teachers is recognized as a vital need for effective instruction.

Teachers in elementary school buildings shall be provided with no less than two hundred eighty (280) minutes per week of scheduled planning time. Teachers in elementary school buildings shall be provided with planning time to include a unit of no less than forty (40) minutes during the student day. An effort will be made to avoid interruption during such planning time, and if conditions shall be such as to cause the loss of any part of the teacher's planning time, arrangements shall be made for making up such loss within the next three (3) school days if the

teacher notifies the Administration via email, within two school days of the loss of planning time. The 2-hour delay schedule shall be reserved for scheduled professional development and/or when weather conditions or emergency conditions warrant the delay of the school day for safety.

ARTICLE 34 - SIGN-IN SHEETS

Teachers will check in upon arriving at their school or work station each morning by initialing a sheet designated for this purpose. Such check-in shall be a representation that the teacher has reported for duty. Teachers need not indicate the exact time of arrival upon checking in if such check-in occurs at or before the designated hour. Teachers arriving after the normal time for reporting for duty shall immediately report to the principal's office and sign in with an indication of the time of such check-in.

Teachers need not sign out if they remain on the job during the normal school day, but shall report to the principal's office if leaving the building or work station before the normal time, unless prior arrangements have been made with the building principal.

The check-in sheet shall be posted in a convenient place for teachers until the designated time for reporting for duty; thereafter, it shall be taken to the principal's office to be used for checking the presence of the teacher and for checking in any teacher who is tardy.

ARTICLE 35 - INTERIM REPORTS/PROGRESS BOOK

Teachers will prepare progress reports for students who are receiving a "D" or "F" or whose grade has dropped one letter or more since the last grading period or interim period. Each teacher should make the reports when and as often as responsible teaching requires.

Progress reports shall be made in writing and kept on file electronically or hard copy by the teacher.

K-5 teachers may use progress report forms created by their team to fit individual needs. Such alternate progress report forms will be submitted to the building principal for review and approval. It is intended that progress reports should not be limited to deficiency reports, but should also include positive items when possible.

The proper use of progress/interim reports may be one basis for evaluation of the teacher, but such evaluation shall not be made solely on the basis of the number of such reports, if any, but rather on their effective use in motivating the students and informing the parents and students of educational achievements or problems.

6-12 teachers within available resources of personnel and equipment, interim reports shall be addressed by the building office. If addressed by the building office, time deadlines will be set by the building principal.

Interim reports, for students who are receiving a "D" or "F", if needed, should be made during the fifth week of each grading period. If an interim is being generated for students in grades 6 through 12, a comprehensive interim should be prepared using Progress Book and will be distributed by the Guidance Office.

Students and parents of students in grades 4-12 will have access to assignments and grades in Progress Book.

ARTICLE 36 - BUILDING AND DISTRICT STAFF MEETINGS

Staff meetings may be scheduled before or after the student day at the discretion of the principal. Such meetings shall be held to a reasonable length of time, thirty-five (35) minutes under normal conditions, and the time before or after the student day shall not exceed a total of sixty (60) minutes per month. Staff meetings which occur during any 2-hour delayed starts will count toward the sixty (60) minutes per month limit. Staff meetings will be scheduled to begin no earlier than five (5) minutes after the start of the teacher work day.

The holding of faculty meetings does not preclude the principal holding other meetings of a voluntary nature. Failure to attend such voluntary meetings shall not result in disciplinary action nor shall any other form of administrative action take place as a result of non-attendance. The tentative agenda for regular faculty meetings shall be posted twenty-four (24) hours prior to the meeting.

The building principal reserves the right to call emergency meetings when conditions warrant. The District Superintendent reserves the right to call up to two (2) District-wide staff meetings per year when conditions warrant, and other emergency meetings when conditions warrant.

Scheduled two-hour delay days, for the purpose of teacher in-service shall generally consist of teacher in-service (professional development) and time for grade level teacher based team (TBT) meetings. The schedule for teachers' work hours on two-hour delay days is the responsibility of the Superintendent and building principals.

All meetings and/or professional development/activities shall conclude no later than 10:20 am in the elementary buildings and 9:30 am in the middle and high school buildings to allow for teacher prep time prior to the start of the student day.

There will be no meetings scheduled or held the week immediately following the end of each grading period. This includes before and after the student day as well as during the teacher's planning period. Meetings will include IST Meetings, Parent Conferences, Staff Meetings, Building Meetings, any Committee Meetings occurring within the contract day, and TBT Meetings. (Individual Education Program and Evaluation Team Report meetings are excluded from this article.)

At the beginning of the school year, the District-wide meeting will be held on the first work day and the building meeting will be held on the following work day. Effort will be made to keep the meetings as short as possible. The District-wide and building meetings will be limited to ninety (90) minutes.

ARTICLE 37 - COMMITTEES

As members of the teaching profession, teachers recognize the importance of serving on committees that address educational matters in buildings or in the system. Membership on committees which require time over and beyond the teacher's normal work day shall be voluntary

in nature. Membership on teachers' committees which function during the normal working days and which are formed to assist in improving or carrying out the educational program of a building or the District, may be assigned by the principal or the Superintendent. Every effort will be made to fill committees with volunteers.

Committees created by the Administration and approved by the Board, shall be allowed released time for such committees or, if required to work beyond the teacher's normal school day, or during times that school is not in session, participating teachers shall be compensated at the hourly rate as established on the Supplemental Salary Schedule. Exceptions may be made to the salary schedule in the event of stipends for federal programs or special grants.

All committees should function according to the following procedures:

1. All members will have a right to be heard regarding all business of the committee.

2. Actions and recommendations of the committees will be the result of consensus among the members.

3. Committees will meet in an atmosphere conducive to their work.

4. The committee chairperson will appoint someone to record the committee's business and to write the committee's report and/or recommendations where appropriate.

5. Committee members will have the right to file minority reports and/or recommendations.

ARTICLE 38 - LIAISON COMMITTEES

Teacher/Principal Liaison – (Building Liaison)

A. By September 1 each building staff will elect a Liaison Committee for each building which will meet with the principal as needed, with a maximum of two (2) times per quarter during the regular school year unless altered by mutual consent. The purpose is to review, discuss, and cooperatively attempt to resolve building issues and concerns.

B. The Building Liaison Committee will consist of three (3) members in each elementary and five (5) members in the middle and six (6) members in the high school. The building principal will be considered a committee member in all buildings. At least one (1) member of the Liaison Committee will represent their building at the District liaison meeting.

C. The Liaison Committee shall elect a Chairperson at its first meeting each year who shall prepare agendas and conduct the meeting. The chairperson will provide all Liaison Committee members, including the principal, with a copy of the agenda at least twenty-four (24) hours in advance of the meeting. Each member shall have the right to have matters placed on the agenda and all members in the building shall receive copies of the minutes of the meetings. Members are encouraged to take their concern to the principal to see if the issue can be resolved before sending the issue to building liaison.

Association/Superintendent Liaison – (District Liaison)

A. By October 1, an Association/Superintendent Liaison Committee shall be established to facilitate communication between the Association and the District Administration. The purpose of this Committee is to provide a forum for communications regarding issues pertaining to the smooth functioning of the educational system.

B. The Committee will consist of the Association President, the Association Vice-President or his/her designee, one (1) representative from each building, the Superintendent, and/or his/her designee and the Treasurer, or his/her designee. A Chairperson who shall jointly prepare the agenda in cooperation with the Administration will be selected by the Association.

C. Agenda items brought for District Liaison will be issues not resolved at Building Liaison.

ARTICLE 39 - SUMMER SCHOOL PROCEDURES

Applications for summer school positions should be submitted to the Central Office once the positions(s) have been posted. Every effort will be made to inform teachers of the summer school program and the possibility of employment as early as possible. Summer school applicants must be properly certificated and will be interviewed and supervised by the appropriate summer school principal. Selection criteria will be as follows:

A. Identification of the teacher as the best qualified teacher for teaching the particular summer school course; according to types of degrees held, certification, experience, and recommendations.

B. If two (2) or more teachers are equally qualified, preference shall be given to a teacher regularly employed by the District.

C. If two (2) or more teachers with equal qualifications are both employees of the District, teachers who teach the same subject in the regular school year will be given preference.

ARTICLE 40 - PARENT-TEACHER CONFERENCES

Parent-Teacher conferences are to be scheduled for the purpose of improving communications between the school and home. It shall be the responsibility of each teacher to accurately report the complete progress of the student and to openly discuss any concern with the parent.

Formal parent-teacher conferences will be conducted twice a year as scheduled on the school calendar. Principals will seek input from staff prior to the end of the school year before setting parent-teacher student conference dates for the following school year.

Conferences which involve persons in addition to the parent and teacher should be conducted with the building principal present; except when the teacher desires or agrees to such conference. When the principal is involved, he/she shall be the person responsible for the conduct of the meeting.

Parent-teacher conferences which are requested by the parent, through the building principal, shall be coordinated with the teacher as to the purpose and time of the conference.

Teachers may use the Tecumseh Local Schools' Parent Teacher Conference Notice form, as prescribed by the Board, when scheduling conferences.

Teachers in grades K-5 may request additional time (up to three (3) hours) for parent-teacher conferences during the school day or up to three (3) outside contractual hours (teachers holding additional conferences outside contractual hours shall be paid their summer rate). The schedule of parents for all conferences must be provided to the building principal with the request for additional time for conferences during the school day or after school. The Tecumseh Local Professional Leave Form and approval process will be used for this activity. Changes to this paragraph are effective for the term of this contract.

Tecumseh Local Schools

Parent-Teacher Conference Notice

Date

To the Parents/Guardians of _____:

The Tecumseh Local School District is preparing for Parent-Teacher-Student Conferences which will occur on the evenings of _____ and _____ . Your child is performing quite well, so a conference is not required; however, I would be happy to meet with you.

Please complete the form below and return it to me by _____ .

Sincerely,

(Teacher Signature)

PLEASE RETURN THIS FORM TO YOUR CHILD'S TEACHER

Student: _____ Grade: _____ Teacher: _____

Check One:

_____ I do not request a conference.

_____ I would like a conference. Please contact me to schedule a time.

_____ _____

Parent/Guardian Signature Daytime Phone Number

ARTICLE 41 - USE OF THE PUBLIC ADDRESS SYSTEM

The principal or his designee shall provide for proper use of the public address system to avoid unnecessary interruption of classes. Regular announcements shall be made at the beginning and closing of the school day, and classroom interruption shall be permitted only for emergency announcements.

ARTICLE 42 - CLASSROOM VISITATIONS BY PARENTS AND PATRONS

The Board and the Association support and encourage parent and community interest and involvement in the schools, including visitation to the building. To avoid excessive disruption of the educational process by uncontrolled visitation, prior arrangements or notice of visitation should be arranged when possible. All visitors must check in at the principal's office upon entering the building and shall inform the principal as to the room of the teacher to be visited. Visitors shall cause a minimum of disruption to classes or other programmed events and shall identify themselves and the purpose of the visit before entering the classroom. If a visitor arrives without notice at a time when scheduled classes or events make such visit disruptive or inappropriate, the teacher should notify the principal; and the teacher and principal should make every effort to reschedule the visit. Electronic recording devices or cameras should not be used by visitors without prior approval by the teacher and principal.

ARTICLE 43 - COMMUNITY PUBLIC RELATIONS

The Association and the Board recognize the desirability of an organized and continuing program of public relations. The Association, Board, and Administration share the responsibility of organizing such a program and providing the necessary personnel to make it an effective and continuing project.

ARTICLE 44 - PROCEDURE FOR RESOLVING PARENT AND/OR STUDENT COMPLAINTS AGAINST PROFESSIONAL STAFF

Community and school communication ideally should be such that most complaints may be resolved through personal conferences at the school level. Various avenues of contact between teacher, pupil, parent, principal and other appropriate staff personnel should be pursued.

In the event that an Administrator would make a judgment in opposition to the actions of a teacher, said Administrator shall hold a conference with the teacher involved prior to making a final decision. During such a conference the teacher shall have the right to answer all charges made. During any such discussion the teacher may be accompanied by counsel and/or an Association representative of his/her choosing.

In the event any of the parties involved is dissatisfied with the decision, the decision may be appealed through the appropriate administrative channels. The teacher may be accompanied by an Association representative throughout the appeal procedure.

Conferences between the Board and a teacher/teachers resulting from complaints filed with the Board shall be private or public at the option of the teacher.

ARTICLE 45 - TEACHER PERSONNEL RECORDS

There shall be two (2) permanent files for each teacher. These files shall be confidential.

Personnel records shall be available for public review except for matters which are exempted by law as set forth in O.R.C. 149.43 (A)(1):

1. Confidential law enforcement investigatory record.
2. Medical record.
3. Trial preparation record.
4. Any other records the release of which is prohibited by state or federal law.

Individuals, other than appropriate school personnel, wishing to review personnel records shall make the request to the Public Records Officer.

A. The Public Records Officer will comply with Section 149.43 of the O.R.C. All public records responsive to the request shall be promptly prepared and made available for inspection to any person at all reasonable times during regular business hours and during this time the teacher will be notified.

B. Unless specifically required or authorized by state or federal law or in accordance with division (B) of this section, no public office or person responsible for public records may limit or condition the availability of public records by requiring disclosure of the requester's identify or the intended use of the requested public record.

C. A public office or person responsible for public records may ask a requester to make the request in writing, may ask for the requester's identity, and may inquire about the intended use of the information requested, but may do so only after disclosing to the requester that a written request is not mandatory and that the requester may decline to reveal the requester's identity or the intended use and when a written request or disclosure of the identity or intended use would benefit the requester by enhancing the ability of the public office or person responsible for public records to identify, locate, or deliver the public records sought by the requester.

D. If the request is made in person, the requester will review the records in the presence of the administrators designated to maintain such records.

E. The requestor will make no alterations or additions to the record nor remove any materials there from.

F. If the request is made in writing, a copy of the form will be placed in the personnel file.

The second file, containing all materials, except personal references, related to initial employment, shall be kept at the teacher's assigned school in the principal's office. An individual teacher shall have the right to examine this file at any time without notice, but in the presence of the building

Administrator. If the teacher desires copies of any of the contents so examined in his/her file, such copies will be furnished at a cost per Board policy.

If the teacher feels any material in his/her personnel file is derogatory to his/her conduct, service, character or personality, he/she shall have the right to submit a written answer to such materials, and his/her answer will be reviewed by the Assistant Superintendent and attached to the file copy.

If and when a teacher and the Assistant Superintendent agree that there is evidence that certain material in the teacher's file is irrelevant, untimely, inappropriate or incorrect, such material shall be removed from the file or corrected.

Information placed in the teacher's personnel file, at the Board office or principal's office shall include the initials of the Administrator placing the material in the file, with the date the material was placed in the file. The teacher will receive a copy of all materials when placed in the file.

The member may submit letters of merit which shall be placed in his/her personnel file.

Anonymous letters or materials shall not be placed in a member's file nor shall they be made a matter of record.

The contents of the personnel files of a member shall not be disclosed to any person not authorized by the provisions of this contract, or in writing by the member.

ARTICLE 46 - LPDC STRUCTURE

A. Committee Scope: The LPDC will:

- operate as a District committee,
- become knowledgeable regarding licensing regulations and endorsements,
- be knowledgeable regarding staff development and school improvement plan for Tecumseh Local Schools,
- accept and approve Individual Professional Development Plans (IPDP),
- grant prior approval and final approval for professional development activities including Continuing Education Units (CEUs) for certificate/license renewal, and
- determine a recommendation regarding certificate/license renewal.

B. Committee Size and Composition: The LPDC shall consist of nine (9) members including five (5) teachers and four (4) Administrators.

C. Committee Selection: The five (5) teacher members and four (4) Administrator members of the LPDC will be appointed by the school Board. Teacher representatives will be filled by recommendation of the TEA President. Administrative representatives will be filled by recommendation of the Superintendent.

D. Committee Term Lengths: LPDC members will serve two (2) years and two (2) months per term beginning August 1 and ending September 30. New Members will have voting rights after an orientation period that will occur between August 1 and September 30.

E. Filling Committee Vacancies: Vacancies that occur during terms will be filled by the Superintendent or the President of the TEA. Among teacher representatives, vacancies will be filled by recommendation of the TEA President. Administrative vacancies will be filled by recommendation of the Superintendent.

F. Frequency of Committee Meetings: LPDC meetings will occur once per month from September through November and January through May. Meetings in December and from June through August will occur as needed as determined by the members of the committee.

G. Committee Stipends: Committee salary will be established by the Board of Education and coincide with the hourly summer committee rate as established by the Tecumseh Local Master Agreement. This is for all meetings that take place outside the contracted work days.

H. Committee Chair: The LPDC chairperson will be selected by the committee members. The chairperson will set the agenda and call the meeting to order.

I. Committee Recorder: The recorder for the committee will be required to keep the minutes of the meeting. Copies of these minutes will be provided to the LPDC members, Superintendent and TEA President.

J. Committee Communication with School Staff: The LPDC will communicate with school staff through the Staff Update, building level meetings, and school bulletins.

ARTICLE 47 - CORE SUBJECT BENCHMARK DATA ANALYSIS

Grades 2-5 general education teachers, grades 6-8 core general education subject teachers, and any K-8 Intervention Specialists who teach state tested subject areas (all who administer formative assessments) will be provided with four (4) one-half (1/2) school days ("benchmark half day") after the Administration of the District standardized formative assessments for data collection and analysis. K-1 teachers will be provided one-half (1/2) school day at the end of each nine weeks for formative assessment data collection and analysis. Each grade level will meet with the curriculum coordinator on two (2) of the four (4) "benchmark half days" to analyze individual and grade level data. Grades K-5 will hold their benchmark days with the curriculum coordinator on the first (1st) and fourth (4th) "benchmark half days". Grades 6-8 benchmark days with the curriculum coordinator will occur once per semester The curriculum coordinator will work in conjunction with the building principal and grade level to schedule these dates. Meetings of building grade level teachers or departments will be scheduled using the electronic approval process.

ARTICLE 48 - OPEN HOUSE

The Administration and the Tecumseh Education Association agree that teacher attendance at Open House is beneficial to building a relationship with the students, parents and the community of the Tecumseh Local School District.

Teachers must attend fall Open House for their assigned building for a minimum of two (2) hours. All District open houses will be scheduled for one and one-half (1½) hours in length.

The District will schedule in-service days, two of which will take place on Fridays. Professional development will occur from 7:30 a.m. to 12:00 p.m. on the two Fridays, and other in-service days will be 7:30 a.m.-3:00 p.m. which would include an uninterrupted 30-minute lunch. On days in which the professional development ends at 12:00 p.m., teachers will receive an uninterrupted 60-minute lunch and two hours of uninterrupted plan time from 12:00 p.m. to 3:00 p.m. On in-service days when staff have two hours of uninterrupted plan time, this will take place on campus.

For documentation purposes, teachers will sign in at the building office as they arrive for Open House.

Teachers shall be expected to attend Open House as part of their job duties. However, teachers shall receive two hours of comp time during the contract year on the last work day prior to winter break for their attendance at Open House. If a weather related calamity day is called on the day prior to winter break, the two-hour comp time is included as part of the calamity day.

ARTICLE 49 - OTES/OSCES COMMITTEE

Due to the recent legislative mandates, the teacher/school counselor appraisal program(s) will be standards and student growth based. Any changes to the law will require the committee to meet and make recommendations to the Association for ratification. The Committee shall be comprised of one (1) teacher representative from each elementary building, two (2) teacher representatives from the middle school, two (2) teacher representatives from the high school, and two (2) school counselors, all of whom shall be appointed by the Association. The District will select three (3) administrators to serve on this committee.

One (1) teacher and one (1) Administrator shall be selected from the appointed teachers and Administrators to co-chair the committee.

At any time during the life of this contract, when agreed upon by the Superintendent and the Association President, this committee can be reconvened. Any changes must be approved by the Board of Education and the Association through a Memorandum of Understanding.

ARTICLE 50 - TEACHER/SCHOOL COUNSELOR APPRAISAL PROGRAM

Evaluations of teachers shall be based upon objective observations of their work performance. During the 2012-13 school year the OTES Committee created a new teacher evaluation procedure using *Ohio Teacher Evaluation System* as a foundation.

Evaluations of school counselors shall be in accordance with Ohio School Counselors Evaluation System (OSCES) and all applicable timelines and procedures established by the OTES Committee shall be immediately applied to the OSCES model.

The procedure ratified by the Association and the Board shall be incorporated into the Master Agreement and will go into effect beginning with the 2014-2015 school year. Subsequent changes/revisions to the adopted evaluation procedure shall be subject to ratification by the Association. In the event of legislative action by the Ohio General Assembly impacting teacher evaluation, the representatives of the parties shall meet to consider the changes. If representatives of both the Association and the Board agree to implement any of the changes during the term of

this contract, agreement on those specific changes shall be documented in a MOU executed by both parties. If any of the legislative changes are not agreed upon in an MOU by representatives of both the Association and the Board, the changes will be deferred for consideration until bargaining for the next negotiated Agreement of the parties.

The OTES/OSCES Committee will meet annually to review the model and make suggestions for any needed changes. Any changes must be approved by the Board and the Association through a memorandum of understanding.

ARTICLE 51 - SICK LEAVE

A. General rules pertaining to sick leave:

1. The total accumulated sick leave credit for teachers shall not exceed two hundred eighty-five (285) days.

2. For contract teachers, sick leave shall accumulate at a rate of fifteen (15) days per year. All such teachers shall receive credit for one and one-fourth (1-1/4) days of sick leave per month. In addition, unused personal leave of up to three (3) days may be credited to sick leave accumulation at the end of each contractual year.

3. Each new teacher can be advanced five (5) days of sick leave, which may be used as provided by law (O.R.C. 3319.141) after beginning employment, but before five days of sick leave has accumulated as provided above. All of these advanced five (5) days of leave shall be deducted from the teacher's total sick leave accumulation as sick leave days are accumulated, at a rate of .5 days per month, during the first year of service.

   If the five (5) days advanced are used by the teacher and not enough sick leave is accumulated to deduct the five (5) days, or the number of sick days that have not been returned to the District, the deduction will continue into the next year until fully reimbursed to the District.

4. It shall be the responsibility of each teacher to transfer any unused sick leave from a previous employer to the office of the Treasurer. When a former teacher of the Board returns to the employment of the Board, unused accumulated sick leave shall be reinstated in full unless lost by prior conversion to pay upon retirement. In no case shall the accumulation of sick leave credit exceed the maximum allowed in this District at the time of such transfer.

B. Sick leave with pay may be used for the following purposes:

1. For absence due to personal illness, pregnancy, injury or exposure to contagious disease which could be communicated to others.

2. For absence due to medical appointments, illness or injury in the teacher's immediate family. Immediate family shall be defined as spouse, significant other, grandparents, grandchildren, parents, parents-in-law, children, step-children, foster

children, brother, or sister. Immediate family shall also include any other permanent resident living in the employee's household.

3. For absence due to death in the family of an employee.

   a. Up to five (5) days with full pay may be allowed in each case of death of the employee's: father, mother, sister, brother, spouse, former spouse(s), child, step-parent, step-child, foster child, foster parents, children-in-law, parents-in-law, brother-in-law, sister-in-law, grandparents or grandparents of spouse, grandchild, aunt, uncle, first cousin, niece or nephew, and any other person who is a permanent resident of the employee's household.

   b. The Superintendent may grant additional days of absence if special circumstances exist.

C. Teachers are responsible to electronically record their absences the day before if possible, or otherwise, upon return to work following the absence.

D. The District reserves the right to request the location (city) of the medical facility, date of consultation.

E. In cases of death, the District may request the decedent's name, address and/or relationship.

F. Five (5) days of sick leave may be advanced to a teacher who has no accumulated sick leave balance or has exhausted their accumulated sick leave balance, not to exceed one request by each teacher per contract year. Teachers requesting a sick leave advancement shall indicate said request in writing to the Superintendent/Treasurer. Should a teacher leave the District before the advanced sick leave days are all repaid, the balance will be deducted from the teacher's last paycheck.

ARTICLE 52 - SICK LEAVE BANK

A. Purpose

1. To loan additional days of sick leave to Association members who experience serious health conditions (or catastrophic illness) or whose immediate family (spouse, child, parent) experience serious health conditions (or catastrophic illnesses). [Catastrophic illnesses/serious health conditions are characterized by a period of incapacity of at least fifteen (15) calendar days. In addition to the long period of incapacity, the person experiencing a serious health condition or catastrophic illness must be under the continuing care of a physician. For the purposes of the sick leave bank, maternity leave does not qualify as a serious health condition.]

B. Eligibility

1. Only participating members may use the bank.

2. All accumulated sick leave and any possible advances of sick leave days shall have been used. Also, the member shall not be eligible for disability leave under Ohio State Teacher's Retirement System.

C. Operational Procedures

1. At the beginning of each school year, the Association will distribute forms to all members offering them the opportunity to voluntarily donate one (1) day of sick leave to the sick leave bank. The members will complete, sign, and forward the form to the Association President by October 30. New hires wishing to enroll in the sick bank will be given the option to delay sick day donation until the first pay in January.

2. If at least ten (10) participants are not enrolled by November 1, the bank will not be established for that school year.

3. Applications for loans from the sick leave bank must be made on the sick leave bank application available from the Association President. A physician's signed statement is required with each application.

4. The loan application will be reviewed by the Sick Leave Bank Committee of the Association and a decision will be made, based on a majority vote of the committee within ten (10) working days of receipt of the request. All decisions of the committee will be final and binding, and not subject to the grievance/arbitration provisions of this Agreement.

5. Within five (5) working days of the granting of days from the sick leave bank, the Treasurer will post the granted days to the applicant's sick leave accumulation account.

6. The maximum number of days that a member may borrow is twenty (20) days. One (1) extension of twenty (20) additional days may be applied for in the same manner as the original application.

7. The Sick Leave Bank Committee cannot approve more days than the number of days remaining in the bank.

8. If the bank has unused days at the end of the year, no more than one-hundred fifty (150) unused days will be carried over to the next school year. Any unused days beyond the one-hundred fifty (150) days will not be carried over and will be discarded.

9. If no sick bank days have been used in the prior year then all members that donated to that sick bank that year will not have a day deducted for the following year. If one (1) day or more is used, then all members will be required to donate a sick day to the bank the following year if they would like to participate in the sick leave bank.

(For example: If a teacher donates in 2015-2016 and zero days are used that year, said teacher will not have to donate in 2016-2017 and his/her sick leave will remain in the bank. Said teacher will need to donate again in 2017-2018.)

10. If, at any time during the duration of the contract, the days fall to zero, all participating members will be asked to donate one day to remain eligible.

D. The Association holds the Board harmless against any and all claims relating to the Sick Leave Bank.

ARTICLE 53 - PERSONAL LEAVE

The Board recognizes the fact that on occasion there are circumstances, not covered by sick leave, that necessitate employee absence from duty. Each employee will have made available three (3) days a year with pay for personal reasons.

Personal leave may be requested for the purpose of conducting personal business, when such business is of a nature that it cannot be conducted after normal school hours or on weekends.

Personal leave may be granted to attend a sudden condition which calls for immediate action.

Use of personal leave will be granted during the first or last week of school or on the school day before or the school day after a holiday only when it has been demonstrated to the Superintendent that the nature of the personal business for which the leave will be used was clearly unavoidable. All personal leave after May 15 shall require a written reason.

Up to three (3) days of personal leave may be granted. No more than 10% of the teachers assigned to a building shall be on personal leave from any one building per day. However, the principal may allow more than 10% should documentable sudden conditions exist which call for immediate action. Priority for approval shall be based upon the date of application for personal leave.

Application for such leave shall be made to the building principal at least two (2) days in advance of the leave day or days. The advance notice may be waived by the principal because of the emergency conditions that prevent the possibility of advance notice.

Such personal leave shall not be deducted from sick leave.

Unused personal leave days as of the last teacher workday of the school year, or, in case of a retiring teacher, his/her last day of work before retirement, will either be converted to sick leave days, or at the sole discretion of the member, cashed out at the rate of $600 for all three accrued but unused personal days. The cash out provision is applicable only if the bargaining unit member has not used more than three (3) sick leave days for the school year. If the member opts for cash payment, such shall be included in the last payroll check of the current contracted year. (Stipend form should be submitted to the Board office by the last day of the school year.)

Any unused personal leave shall be added to the sick leave accumulation (if a stipend form has not been submitted) whenever an individual is under the two hundred eighty-five (285) day maximum. (See Article 18 – Sick Leave Conversion on Retirement).

Tecumseh Local Schools

Personal Day Stipend Request

Unused personal leave days as of the last teacher workday of the school year, or, in case of a retiring teacher, his/her last day of work before retirement, will either be converted to sick leave days, or at the sole discretion of the member, cashed out at the rate of $600 for all three accrued but unused personal days. The cash out provision is applicable only if the bargaining unit member has not used more than three (3) sick leave days for the school year. If the member opts to cash payment, such shall be included in the last payroll check of the current contracted year.

Stipend form must be submitted to the Board office by the last day of the school year.

I am applying for a personal day stipend:

_____ _____

Name Last four digits of SSN

_____ _____

Building Date

_____ _____

Sick days used Personal days used

☐ Stipend Approval ☐ Stipend Denied

Personal and sick day leave verified for stipend by:

_____ _____

Treasurer or Payroll Officer Date

_____

Date stipend payment made

ARTICLE 54 - PROFESSIONAL LEAVE

Professional leave granted to employees as provided under provisions of Section 3313.20, Revised Code of Ohio.

A. When it is evident that attendance at a convention, conference or other professional meeting will contribute to the effectiveness of the instructional program, the Superintendent, with reasonable limitations as to time and number of individuals involved, may recommend to the Board the granting of professional leave.

B. Any employee may receive compensation and expenses for days on which he/she is excused by such Board for the purpose of attending professional meetings. The Board may provide and pay the salary of a substitute for such days.

C. Request for professional leave shall be made on forms provided to the Superintendent through the building principal. All requests must be received in the Superintendent's office at least five (5) school days prior to the regular meeting of the Board. A description for said professional leave will be attached to the application at the time of submission.

D. Persons attending conventions, conferences or other professional meetings shall submit a short report highlighting the meeting so that the benefits may be shared with other staff members.

ARTICLE 55 - MATERNITY/PATERNITY/CHILD CARE/ADOPTIVE LEAVE

The Board shall grant a leave of absence for maternity/paternity/child care/adoptive leave without pay to any regularly employed staff member.

1. An employee may request a leave of absence without pay for the purpose of maternity/paternity/child care/adoptive leave.

2. In cases of maternity leave, the employee may use her accumulated sick leave as necessary during her period of pregnancy and following delivery, which shall not exceed six (6) calendar weeks following delivery unless certified in writing as necessary by the employee's physician. Such request must be submitted to the Superintendent at least thirty (30) days prior to the start of the requested leave of absence except in emergency situations. The request shall state the length of absence desired by the employee and whether the employee desires to use accrued sick leave.

3. The duration of a maternity/paternity/child care/adoptive leave of absence shall be for the remainder of either the semester or the remainder of the school year as requested by the teacher. The teacher who begins the leave prior to April 1 shall notify the Superintendent of intent to return from leave no later than April 1, if the intent is to return in September. The right to return from the leave, other than the beginning of the school year, shall be dependent upon an available opening in the teacher's field of certification.

4. At the discretion of the Board, and upon the recommendation of the Superintendent, a maternity/paternity/child care/adoptive leave requested and granted may be curtailed or terminated prior to the expiration of the full term for which the Board granted the leave. (The section does not apply if the teacher is on sick leave and not on leave of absence.)

5. The continuing contract status of any such employee shall not be adversely affected by maternity/paternity/child care/adoptive leave, but the normal annual salary increment shall not be granted unless one hundred twenty (120) days of the contract have been fulfilled.

ARTICLE 56 - ASSOCIATION LEAVE

The Association shall be granted six (6) Association leave days or equivalent half-days for the Association President and his/her designee(s). The Association will pay all expenses and the Board will pay for the substitutes.

1. Said leave shall require the approval, in writing, of the Association President. This approval will be on forms provided by the Association.

2. The Superintendent must receive three (3) days notice of said leave. In case of an emergency as determined by the Superintendent, he/she will waive the notice requirement.

3. Said leave shall be to attend meetings, conferences, or other organizational affairs in the process of representing teacher interests in general or to attend for the purpose of securing or obtaining rights of teachers under this contract, the law, rules and regulations affecting teachers of the State of Ohio and/or the United States Government.

ARTICLE 57 - ASSAULT LEAVE

Notwithstanding the provision of Section 3319.141 of the Ohio Revised Code, the Board will grant assault leave to cover employees absent due to physical disability resulting from assault under the following conditions:

- Any certificated teacher who must be absent from assigned duties due to physical disability resulting from an assault in the course of, and arising out of the teacher's employment while teaching, or at school-related activities on or off school premises, before, during or after school hours, will be paid his/her full scheduled compensation for a maximum period of fifteen (15) days.

- If permanently disabled, the teacher must apply for disability retirement, and no assault leave shall be granted after such retirement has been approved. The period of such absence, defined in this provision, shall be termed "assault leave."

- Before assault leave can be approved, the teacher shall furnish, to the Superintendent, a written, signed statement describing the circumstances and events surrounding the assault

and the cause thereof, including the location and time of the assault, name and address of victims and witnesses. If medical attention is required or sought, the teacher shall also furnish to the Superintendent, a statement of the nature of the disability and its duration which has been signed by a physician licensed in the State of Ohio. The Board will have the option of requiring a medical examination if the teacher does not seek one, but in such case, the Board will pay the physician's fees.

- Assault leave, which is approved by the Superintendent, shall not be charged against sick leave earned or earnable by the teacher, or leave granted under regulations adopted by the Board, pursuant to 3319.08 O.R.C., or any other leave to which the teacher is entitled.

- Both the Association and the Board shall encourage the teacher, in writing, to file appropriate action against the person committing the assault, including criminal charges or civil action, or both, in case of any assault or injuries.

ARTICLE 58 - HEARINGS/JURY DUTY

If a teacher in this District is required by the Administration to attend a court proceeding, administrative hearing, or other similar proceeding, during school hours, as a part of the teacher's duties and responsibilities to the District, the teacher shall be paid for the day or portion thereof as a part of regular compensation, and such time shall not be chargeable to the personal or emergency leave of the teacher. Leave under this article shall not be available if an employee is requesting leave to attend to a litigation matter where the employee is involved in litigation against the District.

Payment for attendance at negotiation impasse hearings, which are held during the school day, will be limited to the Association President and the spokesperson for the Association's negotiating team. These two (2) individuals will be paid for such time as part of regular compensation with no charge against their personal or emergency leave.

When a teacher is called for jury duty or a court appearance, he/she shall give his/her immediate supervisor proper notice, and the Board will pay the teacher's regular rate for each day absent. The teacher shall surrender his/her payment for court services, excluding court ordered and reimbursed transportation, meals, and room to the Treasurer of the Board. It is the responsibility of the teacher to collect for court services.

ARTICLE 59 - SABBATICAL LEAVE

Sabbatical leave may be granted to not more than three (3) members of the current full-time annually contracted staff for the purpose of study with the approval of the Superintendent, but without pay, and for a period of time not to exceed one (1) year, provided such member can be replaced by another available competent and qualified teacher.

Teachers eligible for Sabbatical leave consideration shall be those who have been employed by the Tecumseh Local School District for five (5) consecutive years and hold a continuing contract status, or who have been employed by the District for seven (7) consecutive years and hold a Bachelors degree. In cases where the teacher's teaching assignment and field of certification render it appropriate, the Superintendent, in his discretion, may approve a plan for research or travel if

such appears to be an appropriate program in lieu of graduate study, but such research or travel will not result in earned credits for salary purposes unless an accredited college or university actually grants such credits which comply with the requirements of the salary schedule effective in this District.

1. The continuing contract status of any such employee shall not be adversely affected by Sabbatical leave if the teacher returns to duty after giving notice as required.

2. The teacher has the right to return to the District for an assignment to a comparable teaching position (this does not necessarily include a supplemental position), if the request for such assignment is made on or before March 1 prior to the opening of school the following September. If the teacher fails to give such notice or does not return to duty at the end of such leave, the teacher's contract will be considered as terminated for all purposes.

3. A teacher on leave for study must successfully complete a minimum of twelve (12) semester hours per semester of graduate study in his/her related field as approved by the Superintendent.

4. The teacher returning from Sabbatical leave after proper notice shall be placed on the salary schedule reflecting any earned credits and with no loss or gain in longevity steps due to this leave.

ARTICLE 60 - FAMILY MEDICAL LEAVE

The Board of Education will provide leave to eligible employees consistent with the Family and Medical Leave Act (FMLA). Eligible employees are entitled to up to twelve (12) work weeks of unpaid family and medical leave in any twelve (12) month period. The District will continue to pay the District's share of the employee's health benefits during the leave. In addition, the District will restore the employee to the same or a similar position after the termination of the leave in accordance with Board policy.

In complying with the FMLA, the District will adhere to the requirements of applicable federal and state laws. (Reference TLSD Bylaw and Policy 3430.01)

ARTICLE 61 - TUITION-FREE STATUS FOR CHILDREN OF EMPLOYEES

All employees of the Tecumseh Local School District shall have tuition-free status for their children (children shall be defined as natural children, step-children, foster children, and children where employee is legal guardian) so long as the Tecumseh Local School District maintains an open enrollment status as defined by the State of Ohio and Tecumseh Local Board Policy JECBB. Children of District employees may attend tuition-free, wherever they live.

Should the District choose to no longer participate in open enrollment, as defined above, this Article shall become null and void. Guidelines for admission for a tuition-free status shall be the same as Interdistrict Open Enrollment as outlined in policy 5113 and 5113A.

ARTICLE 62 - DRUG/ALCOHOL-FREE WORKPLACE

No employee shall unlawfully manufacture, distribute, dispense, possess or use any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, alcohol or any other controlled substance as defined in federal and state law, in the workplace.

"Workplace" is the site for the performance of any work done in connection with the school District. The workplace includes any school building, school property, school-owned vehicles or school-approved vehicle used to transport students to and from school or school activities (at other sites off school property) or any school-sponsored or school-related activity, event or function, such as a field trip or athletic event in which students are under the jurisdiction of the school authorities.

As a condition of employment, each employee shall notify his supervisor, in writing, of his conviction of any criminal drug statute for a violation occurring in the workplace as defined above, not later than five (5) days after such conviction.

Employees will be given a copy of the standards of conduct and the statement of disciplinary sanctions and will be notified that compliance with the standards of conduct is mandatory. Employees who violate the policy shall be subject to disciplinary proceedings in accordance with prescribed school District administrative regulations, local, state and federal laws and/or the negotiated Agreement, up to and including termination. Any employee in violation of this policy may be required to participate in a drug abuse assistance or rehabilitation program approved by the Board.

Employees will be provided the opportunity to participate in a drug-free awareness program to inform them of requirements, services and penalties.

Annually employees will receive a list of local drug and alcohol counseling, rehabilitation and re-entry programs and services which are available in the community. Lists will also be available in the Central Office.

EMPLOYEE SUBSTANCE ABUSE ASSISTANCE POLICY

The Tecumseh Local School District recognizes that chemical (alcohol/drug) dependence is a treatable illness. The purpose of this policy is to assist employees in obtaining outside professional consultation to help them and their families resolve these problems effectively and confidentially.

The Tecumseh Local School District further recognizes that:

A. A positive attitude and realistic acceptance of these problems as treatable will encourage employees to seek help.

B. Administrative referral to treatment centers in no way jeopardizes an employee's job security or promotional opportunities.

C. It is the employee's option to accept or reject referral suggestions.

D. An employee whose personal problems persistently interfere with the ability to carry out his/her job may be disciplined progressively and suspended or fired. This program is intended to be both a self-help program for employees and a tool for Administration to use to help employees who may be having difficulties. This policy is not intended to replace state law.

E. An employee's right to privacy is protected by law. A release of information must be signed if the employee wants another party to become involved.

SELF-REFERRAL

A. An employee who desires confidential assistance will be given a list of recommended treatment facilities.

B. All communication between the employee and the consultant will be confidential, unless the employee signs a release of information.

ADMINISTRATIVE REFERRAL

A. The basis for a referral to a program by an Administrator must be:

1. A decline in the work performance, or

2. A series of on-the-job incidents which indicate the possibility of a substance abuse problem.

B. The Administrator should meet with the employee to discuss the performance problem and the possible disciplinary action that could be assessed if the situation continues.

C. After the employee has been confronted with the performance problem, the Administrator should advise him/her of the availability of confidential professional assistance, present a list of recommended treatment facilities, and strongly encourage the employee to obtain an appointment.

The final decision to use the program is the employee's.

D. If the employee agrees, the employee contacts the treatment facility of his/her choice to arrange an appointment. It is the responsibility of the employee to arrange for the consultant to contact the Administrator to confirm that the appointment was kept.

E. If the employee chooses not to accept the assistance, it should be pointed out that discipline procedures will continue.

F. The Administrator should continue to monitor the job performance. If there is continued slippage in job performance, he/she should confront the employee honestly. The Administrator must be consistent, with no special favors and no special surveillance.

G. Any final evaluation of the employee's job performance will take into consideration the participation in a treatment program.

H. All information pertaining to the referral is confidential.

ARTICLE 63 - RESIDENT EDUCATOR

The Tecumseh Local School District participates in the Ohio Resident Educator Program. Mentors are compensated annually at the rate of $500.00 per mentee.

ARTICLE 64 - ACADEMIC DISTRESS COMMISSION

As required by O.R.C. Section 3302.01(p), the parties incorporate into this contract the provisions of O.R.C. Section 3302.10 regarding academic distress commissions. O.R.C. Section 3302.10 will have no effect on any provision of this contract unless the District would meet requirements of state law for the Superintendent of Public Instruction to establish an academic distress commission for the District. Should the District enter into academic distress, the intent of the parties is to emerge from academic distress with the Agreement intact.

ARTICLE 65 - FLEX TIME

If Art and/or Music Teachers are expected to put on performances during the weekly (Monday – Friday) evening hours, he/she shall be compensated in one of the following ways:

1. Be excused from attending one (1) night of evening conferences.

   Or

2. Excused for accumulated flex time, to be used on the final teacher work day of the year. The teacher is still responsible for checking in on this day to meet all end of the year check out requirements.

   Or

3. A combination of one (1) and two (2) total combined time, not to exceed six (6) hours.

The teachers are responsible to communicate in writing within five (5) working days of the event their intention to use this as flex time and indicate which option.

ARTICLE 66 - COLLEGE CREDIT PLUS

College Credit Plus is a program in which college ready students, grades 7-12, may enroll in a college, and upon successful completion of the college-level course, receive transcripted credit from that college, which is reflected on the student's official college record. To be qualified to teach a College Credit Plus course, a bargaining unit member must be credentialed as an adjunct professor at a college or university.

1. Qualified bargaining unit members shall be given the first opportunity to teach College Credit Plus classes in accordance with this article.

2. All CCP instructor position will be voluntary.

3. Any evaluation done by the higher education institution of the bargaining unit member teaching a College Credit Plus class will not impact the teacher's OTES evaluation cycle. If the bargaining unit member makes a request in writing, CCP teachers may choose to allow for the observation of their CCP class to be considered as one of their formal observations within their OTES evaluation cycle, when possible.

4. Teachers of CCP courses shall be afforded professional leave as needed to attend quality workshops and conferences related to CCP. Additionally, CCP teachers will be paid at the tutor rate through submission of professional leave in kiosk for up to two (2) days for initial certification of CCP orientation days/meetings required by the host college and/or college mentor which fall outside of the teacher's contract day and/or school year.

5. CCP classes will be reimbursed at the "Approved Master's Program" rate of up to $78 per quarter hour or up to $116 per semester hour, not to exceed the amount actually paid by the teacher.

6. Bargaining unit members teaching CCP courses will be paid a one-time stipend of seven hundred and fifty dollars ($750) per year for teaching such courses. The stipend will be paid at the conclusion of each semester. A teacher shall receive a one-time $750 stipend per contract year regardless of the number of CCP classes the teacher teaches.

MEMORANDUM OF UNDERSTANDING
PARTICIPATION IN GRIEVANCE MEETINGS WITHIN THE REGULAR WORK DAY

This MOU is entered into between the Tecumseh Local Board of Education ("Board") and the Tecumseh Education Association ("TEA") and shall be effective upon the signature of each party.

The parties agree as follows:

> The Association member will inform his/her principal a minimum of 24 hours in advance that the teacher would like to participate in a grievance meeting within the regular work day. The time and place of the meeting will be shared. The principal will review the information and if the principal determines that the teacher's attendance at the proposed grievance meeting does not interrupt the student's educational program the teacher will be released to attend the meeting.

The form below shall be used to facilitate this process.

The Board and TEA further agree that, with the execution of this MOU, the grievance filed on February 14, 2008 has been resolved to the satisfaction of both parties.

Jim Gay, Superintendent — 9/29/08 Date

Mike Husic, TEA President — 9/29/08 Date

Valerie Edmiston — 9/29/08
Valerie Edmiston, Grievant — Date

I _____ request to participate in a grievance meeting during the work day
(print Association member's name)

on _____. The meeting is scheduled to take place at _____
(date) *(location)*

beginning at _____.
(time)

I do not believe my attendance at the proposed grievance meeting will interrupt the student's educational program because *(list factors/reasons such as time of departure from classroom, whether the teacher is scheduled to have students in his/her classroom during the designated meeting time, activities which occur in the classroom during the designated meeting time, whether the teacher has arranged for a colleague to voluntarily cover his/her classroom during the designated meeting time, etc.)* _____

_____

_____

_____

_____ _____
Signature Date