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Plain Local Teachers' Association and Plain Local Board of Education

Constitution & By-Laws

July 1, 2026 - June 30, 2029



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ARTICLE I – RECOGNITION AND PROCEDURAL AGREEMENT

A. The Plain Local Board of Education, hereinafter the "Board" hereby recognizes the Plain Local Teachers' Association/OEA/NEA/LOCAL, hereinafter the "Association", as the sole and exclusive representative for all certificated/licensed, non-supervisory personnel, both full and part-time, including Case Managers; employed under contract, or on leave; except substitutes, hourly employees, and those employees excluded under ORC 4117.01(c) 1-14 ORC.

B. The Association shall be granted the following sole and exclusive organizational rights:

1. To use school buildings for meetings as per existing Board Policy.

2. To place Association communications in the mailboxes provided for each individual.

3. To use the interschool mail for Association communications.

4. To have dues deductions from payroll.

C. Either the Association or the Board may initiate negotiations by letter of submission forwarded to the other party no less than sixty (60) days prior to the expiration date of the existing contract agreement. Within fifteen (15) days of transmittal of said submitted letter, the parties shall hold their first negotiation session. At any negotiation session, either party may be represented by no more than five (5) representatives, unless mutually agreed to otherwise.

D. Scope of Bargaining: All matters pertaining to wages, hours, or terms and other conditions of employment, and the continuation, modification, or deletion of an existing provision of the collective bargaining agreement are subject to collective bargaining between the parties.

E. If agreement is not reached forty-five (45) days prior to the expiration of the contract, either party or the parties may request mediation through the Federal Mediation and Conciliation Service.

No public employee shall strike during the term or extended term of a collective bargaining agreement or during the pendency of this settlement procedure.

ARTICLE II – ASSOCIATION DUES DEDUCTION

The following shall be provided by the Board at no cost:

A. The Board agrees to deduct Association and affiliate dues from the salary of individuals who authorize such deductions for the payment of dues to the Association and its affiliates such sums as are authorized in writing by each individual by October 10.

B. Deductions shall be made in twenty (20) pays in equal amounts of money. Such deductions shall be transmitted to the Treasurer of the Association within fifteen (15) days of deduction.

C. Individuals have the right to withdraw dues deduction authorization at any time.

D. FCPE deductions shall be made in twenty-six (26) equal pays. Such deductions shall be transmitted to the Treasurer of the Association within fifteen (15) days of deduction.

ARTICLE III – BOARD OF EDUCATION RIGHTS

A. The Board retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio, and of the United States, including, but without limiting the generality of the foregoing, all of the rights identified in Section 4117.08 of the Ohio Revised Code. These include:

1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Board, standards of school services, its overall budget, utilization of technology, and the school district organizational structure:

2. Direct, supervise, evaluate, and hire employees;

3. Maintain and improve the efficiency and effectiveness of Board operations;

4. Determine the overall methods, process, means, or personnel by which school district operations are to be conducted, including the opening and closing of buildings, the hours such buildings are open, student assignments, and the purchasing and distribution of all Board-owned equipment;

5. Suspend, terminate, lay-off, transfer, assign, schedule, promote, or retain employees;

6. Determine the adequacy of the work force;

7. Determine the overall mission of the school district, including the establishment of curriculum, special programs, athletic, recreational, and social events for students;

8. Effectively manage the work force, including the determination of building schedules, hours of operations, and the duties, responsibilities, and assignments of staff members;

9. Take actions to carry out the mission of the school district.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this contract and Ohio statutes, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Ohio and the rules and regulations promulgated by the Ohio State Board of Education and/or the Ohio Department of Education & Workforce, and the Constitution and laws of the United States.

C. The management rights set forth above shall not be subject to the arbitration procedure or otherwise except to the extent that they are limited by specific provisions of this Agreement. Failure to exercise a right or exercising it in a particular way shall not be deemed a waiver of any management right.

D. Failure to fill any vacancy shall not be considered a change in terms or conditions of employment.

E. The Board may employ an applicant conditionally until the results of a criminal records-check have been completed. If the results of the criminal records-check indicate that the individual has been found guilty or pled guilty to any of the offenses listed in ORC 3319.31, the individual will be automatically terminated without proceedings found elsewhere within this document.

F. Any act of insubordination is cause for immediate dismissal.

ARTICLE IV – CLASS COVERAGE

Thirty dollars ($30.00) per hour will be paid to any teacher who is assigned to cover classes of an absent teacher during the teacher's planning / preparation time.

ARTICLE V – CURRICULUM WRITING AND/OR WORK

A. Individuals shall not be removed from their regular classroom duties for curriculum work and/or writing during the normal school year for more than seven (7) school days unless mutually agreed upon by the individual and the Superintendent or his/her designee.

B. The daily rate of pay for curriculum writing beyond the regular contract shall be one hundred and seventy dollars ($170.00).

C. The daily rate for individuals who agree to attend district training or inservice beyond the regular contract shall be one hundred and seventy dollars ($170.00).

D. The daily rate of pay for preparing and presenting a district presentation beyond the regular contract shall be one hundred and seventy dollars ($170.00).

ARTICLE VI – DRUG FREE WORKPLACE

A. The Board may suspend with pay, pending the outcome of any investigation and/or trial, an employee accused of a drug-related offense.

B. The conviction, guilty, or no contest plea of an employee for possession, use, unlawfully manufacturing, distributing, and/or dispensing any controlled substance as defined in federal and state law while engaged in work or in the workplace shall be sufficient grounds for termination of employment.

ARTICLE VII – RESIDENT EDUCATOR

A. Program

The Plain Local Entry Year Program is designed for all licensed teachers in their first two years of teacher employment with the Plain Local Schools. This group is made of Resident Educators.

B. Definitions

For purposes of this agreement, the pertinent terms shall be defined as follows:

1. Resident Educator Mentor

   An Association member of the bargaining unit providing support to individuals in their first two years of employment as a classroom teacher.

Resident Educator Mentors are expected to attend monthly teacher meetings. A Resident Educator Mentor stipend shall be paid.

2. Mentor

   An Association member of the bargaining unit providing professional support to individuals requesting support or are placed on an Improvement Plan through the Ohio Teacher Evaluation System. The member will receive a Mentor Stipend per person for assisting up to a maximum of three teachers.

3. Resident Educator Facilitator

   An Association member of the bargaining unit providing professional support and developing programs for the Resident Educators in keeping with the Professional Practice Framework. This member will organize and facilitate the Resident Educator Program. The member shall receive a Resident Educator Facilitator stipend.

C. Selection Process and Criteria for Resident Educator Mentor, Resident Educator Facilitators and Mentors.

1. The ON-LINE application form will be used which provides for self-nomination.

2. To be considered, an applicant/nominee must meet the selection criteria.

3. Criteria for Selection:

   a. The applicant/nominee must be a member of the Association. If a suitable person is not available, this criterion may be waived by the Superintendent.

   b. The applicant/nominee must have teaching experience in the district with a preference for a minimum of five (5) years.

   c. Demonstration of Skilled or Accomplished teaching performance under the teacher evaluation framework.

   d. The applicant/nominee must hold a valid teaching license/certification and be teaching in the same area of licensure/certification as the resident educator. If such an applicant/nominee is not available or not acceptable, these criteria will be waived.

e. Demonstrated ability to work cooperatively and effectively with the professional staff members.

f. Extensive knowledge of a variety of classroom management and instructional techniques.

g. Ability to maintain confidentiality.

4. The Superintendent will select the Resident Educator Mentors and Resident Educator Facilitators**.**

D. Responsibilities

1. The Resident Educator Facilitator shall develop a program of professional support for the Resident Educator Mentor**.**

2. Each Resident Educator shall be given an initial orientation on the following matters by the Resident Educator Mentor and building principal:

a. The pupils and community to be served;

b. School policies, procedures, and routines;

c. Courses of study, competency-based education programs, and responsibilities for lesson plans;

d. The layout and facilities of the assigned school building or buildings; and

e. The nature of the Resident Educator Program which will be provided.

E. Training

1. Resident Educator Mentors shall be provided with the following:

a. An orientation to mentoring responsibilities;

b. Training in knowledge and skills necessary to perform mentoring responsibilities and other mentor training shall be at the Board's expense.

c. Opportunities to consult with and otherwise assist the assigned Resident Educator.

d. All teachers new to Plain Local Schools will be assigned one (1) day of training for the purpose of orientation and the equivalent of

three (3) days of inservice. Teachers will be compensated for these assigned days beyond the regular contracted work year at the contracted training rate with appropriate CEU's earned as determined by the Local Professional Development Committee.

F. Restrictions

1. A program of professional support mutually developed by the Resident Educator Mentor and Resident Educator shall not be developed or utilized as part of the new teacher's evaluation.

2. No Resident Educator Mentor shall participate in any informal or formal evaluation of an entry-year teacher or be requested or directed to make any recommendation regarding the continued employment of a Resident Educator or in any way provide evidence against any bargaining unit member.

3. Resident Educator Mentors shall perform their duties in a confidential and professional manner.

4. All evaluations of the Resident Educator shall be made by the appropriate administrator / supervisor as per the negotiated agreement with the Association.

5. The Resident Educator Mentors, Mentors, and Resident Educator Facilitators will be provided release time (exclusive of planning time) from teaching responsibilities to perform mentor duties.

ARTICLE VIII – OHIO TEACHER/COUNSELOR EVALUATION SYSTEM

A. Purpose:

The purpose of evaluation is to ensure optimal student learning through the improvement of instruction, to help individuals achieve greater effectiveness in contractual duties, to support ongoing professional growth, and to provide a systematic, transparent and fair evaluation of performance. A determination of the efficiency and effectiveness of the teaching staff is a critical factor in the overall operations of the District. The Board evaluates teachers in accordance with State law and the standards-based statewide teacher evaluation framework adopted by the State Board of Education. The Board evaluates counselors in accordance with State law and the Ohio School Counselor Evaluation System.

1. These evaluation procedures apply to the following employees of the district:

a. Notwithstanding Ohio Revised Code section 3319.09, this policy applies to any person employed under a teacher license issued under Ohio Revised Code chapter 3319, or under a professional or permanent teacher's certification issued under former section 3319.222, and who spends at least fifty (50%) of the time employed providing content-related student instruction. This teacher evaluation policy does not apply to substitute teachers.

b. Certificated/Licensed staff who spend less than fifty (50%) percent of their time providing content-related instruction shall be evaluated under the following sections of this Article, and shall be evaluated using forms and criteria approved by the Evaluation Committee. This includes case managers, school psychologists, and speech and language pathologists.

2. During the term of this Contract, classroom teachers with summative evaluation ratings of Accomplished and Skilled shall be considered to have "comparable" evaluation results. Classroom teachers with summative evaluation ratings of Developing shall be considered to have "comparable" evaluation results. Classroom teachers with summative evaluation ratings of Ineffective shall be considered to have "comparable" evaluation results.

3. Bargaining unit members may request Association representation for any conference as outlined in Article VIII.

B. Credentialed Evaluators:

Plain Local School District administrative staff will conduct evaluations required for OTES 2.0 according to the Ohio Revised Code.

1. Each bargaining unit member shall be assigned only one administrator for the purpose of this evaluation procedure. This administrator may seek input from other administrator(s) (in whose building(s) said traveling unit member is assigned during the school year) in making the evaluation. Any said input shall be provided to the bargaining unit member as part of the evaluation process.

2. Evaluations, observations and walkthroughs must be completed by a credentialed administrator who is employed by the Plain Local Board of Education.

3. The evaluator shall not be a bargaining unit member.

C. Evaluation Committee

1. The Association and the Board agree to establish a standing joint teacher and counselor Evaluation Committee (EC) for the purpose of providing an ongoing comprehensive review of the teacher/counselor appraisal system, evaluation instruments, and protocol. The committee shall be formed by the Association president and vice president/designee and one (1) elected Association member from each of the following levels: elementary, intermediate, middle, and high school and the Superintendent and four (4) administrators appointed by the Superintendent. The elected Association members shall serve a two-year term. The committee shall be chaired jointly by a committee member from the Association and from the Board.

    a. The co-chairs shall establish by majority agreement an annual meeting calendar and establish meeting agendas.

    b. The committee shall develop and approve all forms, including but not limited to, pre/post conference, observation, and evaluation, walk through, professional growth plans, and improvement plans.

    c. The evaluation committee shall oversee the use of the high-quality data instrument by teachers in determination of two measures of HQSD.

    c. All decisions of the committee will be achieved by majority and make recommendations to the Superintendent. The Superintendent's decisions will be final.

    d. Association members of the EC shall be paid an annual stipend of five hundred ($500).

D. Observations:

1. Scheduling of Observations

    a. Minimum formal observations shall be conducted in accordance with Ohio Revised Code to support each performance assessment. Formal observations shall last for a minimum of thirty (30) minutes. The first observation shall be completed by the end of the first semester. There shall be at least three (3) weeks between formal observations.

    b. The Board shall require three (3) formal observations of each teacher/counselor under consideration for nonrenewal and with whom the Board has entered into a limited or an extended limited contract under section 3319.11 of the Revised Code.

2. Observation Conference

a. For staff on a limited contract only, each formal observation shall be preceded by a preconference to be scheduled between the teacher/counselor and evaluator a minimum of one (1) day prior to the observation. The purpose of the preconference is for the teacher/counselor to provide evidence and explain plans and objectives for the work situation to be observed.

b. For staff on a limited or a continuing contract, a post-observation conference shall be held after each formal observation. Post-observation conferences provide the teacher/counselor the opportunity to provide evidence for the evaluation criteria. The post-observation conference must take place within two (2) calendar weeks of the observation. The completed observation framework shall be given to the teacher/counselor within one (1) week of the post conference. This post-conference may be completed electronically if mutually agreed upon. Post-observation conferences require signatures from evaluators and staff.

   If the teacher/counselor would like to request an additional post-observation conference to discuss the completed observation framework, the evaluator and teacher/counselor shall schedule such a meeting.

c. Walkthrough observations are an informal observation for a limited time period that will normally not exceed twenty (20) minutes. Walkthroughs will focus on the components as identified by the EC. Any evidence to be used toward the evaluation process will be documented and shared, in writing, with the teacher/counselor within one (1) calendar week of the observation either electronically or hard copy.

E. Evaluations:

1. All teacher/counselor evaluations must be completed by May 1. Teachers/counselors evaluated under this policy shall be provided with a written copy of their evaluation results by May 10.

2. No video or audio recordings shall be utilized during the evaluation process unless requested by the teacher/counselor and/or mutually agreed upon.

3. Only aggregate outcomes shall be reported by the Board to OES (OhioES).

4. The teacher/counselor shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's/counselor's file.

5. Seniority shall not be the basis for making retention decisions, except when choosing between teachers/counselors who have comparable evaluations. Teachers/Counselors who are designated as Accomplished and Skilled shall be considered comparable. Teachers/Counselors identified as Developing shall be considered as comparable. Teachers/Counselors identified as Ineffective shall be considered as comparable.

F. Personnel Action Requirements

1. Professional Growth Plans

a. Teachers with a final holistic rating of Accomplished will be self-directed in developing their professional growth plan and may choose their credentialed evaluator from those available from their building for the evaluation cycle and must make their choice to the Superintendent Designee by September 15. If only one evaluator is assigned to the teacher's building, he or she may choose from an approved list of district evaluators.

Counselors with a summative evaluation rating of Accomplished will be self- directed in developing a professional growth plan for the next evaluation cycle.

They may choose their credentialed evaluation from those available from their building. They must make their choice by September 15.

b. Teachers with a final holistic rating of Skilled or Developing must develop professional growth plans collaboratively with their assigned credentialed evaluator. If both parties can not agree on the professional growth plan goals the Superintendent and Association President will be contacted.

Counselors with a final holistic rating of Skilled or Developing will develop a professional growth plan collaboratively with their credentialed evaluator for the next evaluation cycle. If both parties can not agree on the professional growth plan goals the Superintendent and Association President will be contacted.

2. Improvement Plans

a. Teachers with a final holistic rating of Ineffective must develop an improvement plan with their credentialed evaluators. The Superintendent/ designee will assign credentialed evaluators to teachers meeting below-expected levels of student-growth

   Counselors with a final holistic rating of Ineffective will develop an improvement plan for the next evaluation cycle with their credentialed evaluator. The Superintendent/designee will assign the credentialed evaluator for the evaluation cycle and approve the improvement plan.

b. The administration shall monitor Professional Growth Plans and Improvement Plans.

G. The Board and the Association agree that the provisions of this Contract and, in particular, this Article VIII, Evaluation, shall prevail over ORC 3319.11 (G)(1), (2), (3), (4), (5), (6), (7) and ORC 3319.111 (A), (B), (1), (2), (3), (C). Nothing in this Article shall deny any individual any of the rights and/or remedies available under ORC 3319.11 or ORC 3319.111 ORC regarding the Board's duty to give notification to the individual on or before the 1st day of June. This Agreement prevails over ORC 3319.16 and ORC 3319.11 (B).

H. Non-Public School Employees

   The provisions of Article VIII, Evaluation, shall not apply to any individual employed and assigned to non-public school after May 1, 1991, except for those circumstances provided for in Article XXV, Reduction in Force, Section N. In such cases, the provisions of this Article VIII, Evaluation, will continue to apply to that individual.

ARTICLE IX – PLANNING TIME

A planning period shall consist of no less than thirty (30) consecutive minutes daily. These planning periods will be provided during the scheduled student day exclusive of time allocated for lunch and for travel. This time shall be the individual teacher's planning time during which no other duties, team or building meetings will be assigned.

ARTICLE X – EMPLOYMENT PRACTICES

All assignments of individuals with respect to building and grade in the elementary school, and building and subject area in the intermediate school, middle school and high school, will be issued to the individual(s) in writing prior to August 1. If unforeseen circumstances necessitate reassignment at a later date, the individual(s) will be notified in writing and by phone of the change.

A Labor Management Committee composed of the Association President, and up to four (4) additional Association members comprised of one (1) representative from the elementary level, one (1) representative from the intermediate school, one (1) representative from the middle school, and one (1) representative from the high school and up to three (3) representatives of the Administration shall meet monthly on the last Tuesday of the month. The purpose of such meetings is to promote a positive working relationship between the parties and to address matters of mutual concern. The time and place of the meeting will be of mutual consent.

ARTICLE XI – EXTENDED SERVICE

All individuals whose assignments require the performance of extended service beyond the normal school year shall be paid for such extended service at a salary based upon the number of such extended service days so employed, or fraction thereof, times either a per diem rate of one hundred ninety-two dollars ($192) if the individual holds a Bachelor's Degree, or times a per diem rate of two hundred dollars ($200) if the individual holds a Master's Degree.

All individuals voluntarily employed on extended service beyond the normal school year, in a capacity for which a certificate as issued by the State Department of education is required, shall be paid for such extended service at a salary based upon the number of such extended service days so employed, or fraction thereof, times a per diem rate of one hundred ninety-two dollars ($192) if the individual holds a Bachelor's Degree, or times a per diem rate of two hundred dollars ($200) if the individual holds a Master's Degree.

ARTICLE XII – GRIEVANCE PROCEDURE

A. A grievance is a claim by an individual or group of individuals involving an alleged violation, misinterpretation, or misapplication of any provision(s) of this contract.

B. A grievance procedure is a method by which an individual or group of individuals can express a complaint, problem, or dispute without fear of reprisal, and obtain a fair hearing at progressively higher levels.

C. A grievance shall be filed within twenty (20) working days following the incident that provoked the grievance.

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

E. The grievant may be represented at any and all steps of the grievance procedure by the Association or its affiliates. When a grievant is not represented by the Association, the Association shall have the right to be present and to state its view at any stage of this procedure.

F. The grievant is not required to be represented by the Association or its affiliates except at the arbitration level.

G. The fact that an individual files a grievance shall not be recorded in his/her personnel file or in any file used in the transfer, assignment, or promotion process; nor shall such fact be used in any recommendation for re-employment or recommendation for other employment; nor shall the grievant, the Association or its officers or other individuals in the district be placed in jeopardy or be the subject of reprisal or discrimination for having followed or participated in this grievance procedure.

H. Before a grievance is taken to the next level, the Association has the option of withdrawing its support and the grievance procedure stops. The basis for such a decision shall include, but not be limited to, failure of the grievant to truthfully and fully cooperate, lack of merit, and/or timeliness issues. In addition, the Association may, by a majority vote of the Grievance Committee, resolve any grievance at any step of the procedure.

I. The grievant shall discuss the grievance with the principal, or his/her immediate supervisor, who shall endeavor to effect a solution.

J. If a satisfactory solution is not effected in ten (10) working days, the grievant shall request a formal review of the grievance, in writing, with the Superintendent.

K. Within ten (10) working days of this request, the Superintendent shall hold a hearing on any grievance and will advise, counsel, and take steps which are in his/her judgment desirable or necessary to effect a solution.

L. In case the above steps do not result in a solution within ten (10) working days satisfactory to the grievant, he/she may request the grievance to be submitted to arbitration.

M. A grievance may be withdrawn at any level without prejudice.

N. An arbitrator shall be selected by the Association Representative and the Board Representative from a list of fifteen (15) potential arbitrators supplied by the American Arbitration Association. If the two parties cannot agree on the selection of the arbitrator within ten (10) working days of the receipt of the decision from the Superintendent, then the arbitrator shall be selected by the A.A.A. using their rules for such proceedings.The hearing shall be held within ten (10) working days of selection if possible. The decision reached by the arbitrator shall be binding.

In cases where the grievant has been charged with insubordination, if the arbitrator finds that the insubordination did in fact occur, he/she shall be without any authority to modify the penalty imposed by the Board.

O. Both parties shall equally share all expenses of the arbitrator.

P. Working days are defined as calendar days exclusive of Saturdays, Sundays and legal holidays, whether or not school is in session.

ARTICLE XIII – HIRING / REHIRING RETIREES

A. Individuals will be employed under a one year limited contract which shall automatically expire, and as a condition of employment waive any right, if any, to a continuing contract under Ohio law.

B. Individuals will not have any rights under ORC 3319.11 (reemployment eligibility) and ORC 3319.16 (termination).

C. Individuals will not have any rights, if any, to accrue to severance pay under Ohio law, Board Policy, or negotiated agreements.

D. Sick leave will accumulate under the terms of the collective bargaining agreement between the Board and the PLTA except that upon employment individuals will start at zero (0) days.

E. Individuals shall be placed on the salary schedule and experience step as determined solely by the Superintendent in accordance with policies and Ohio law as if a new hire.

F. The following articles of the collective bargaining agreement shall not be applicable to reemployment:

Article VIII	Ohio Teacher/Counselor Evaluation System
Article X	Employment Practices
Article XXV	Reduction in Force
Article XXVII	Severance Pay
Article XXXI	Transfers
Article XXXIII	Vacancies

G. The maximum number of retirees that may be hired under the provisions of this Article shall not exceed 3% of the bargaining unit members.

ARTICLE XIV – INDIVIDUAL RIGHTS

Both parties to this contract agree:

A. The Board shall not discriminate with regard to race, color, religion, gender, national origin, ancestry, or marital status.

B. Individuals have the right to participate in professional and civic organizations for their personal benefit and interests.

C. Individuals have the right to exercise their constitutional rights and/or political involvement, without fear of reprisal or discipline.

D. Individuals shall abide by Board-adopted policies.

E. Individuals have the right to join or not to join any professional association.

F. If an individual is to be disciplined or reprimanded by the Board or its agents, he or she shall be afforded, but not required, the opportunity to have a representative in any meeting with the Board or its agents.

G. Complaints against a staff member that are deemed by an administrator to justify investigation and/or subsequent action shall be brought to the attention of the staff member involved. Whenever possible, complaints will be handled at the building level. The complaint shall be conveyed to the staff member, unless legally prohibited within five (5) days.

ARTICLE XV – CASE MANAGERS

A. The following Articles of this Contract shall apply to Case Managers:

Article I	Recognition and Procedural Agreement
Article II	Association Dues Deduction
Article III	Board of Education Rights
Article VI	Drug Free Workplace
Article XII	Grievance Procedure
Article XIV	Individual Rights
Article XVI	Insurance
Article XVII	Leaves
Article XX	Local Professional Development Committee
Article XXII	Personnel Files
Article XXIV	Printing of Contract
Article XXVI B.	Supplemental
Article XXVII	Severance Pay (See Article XXVII paragraph 4)
Article XXVIII	Smoke Free Workplace

Article XXIX	STRS Pick-Up with Reduction
Article XXX	Tax Sheltered Annuities
Article XXXII	Tuition Free Attendance
Article XXXIV	Effects of Contract

B. In addition, the following shall apply to Case Managers:

1. Non-renewal/Continuing Contract

   Case Managers shall be issued one year limited contracts. The evaluation/non-renewal provisions of ORC 3319.11 and ORC 3319.111 shall not apply to Case Managers except that they must be notified of the non-renewal on or before June 1 and given the reasons in writing by the Superintendent.

   Case Managers shall not attain continuing contract in the district unless such status occurred on or before December 1, 1989.

   The provisions of ORC 3319.17 shall not apply to Case Managers. However, if the Board of Education reduces the number of Case Managers, individuals holding continuing contracts shall be the last ones suspended in order of seniority.

2. Case Managers hired for a non Case Manager bargaining unit position

   If a Case Manager is subsequently hired to fill a non Case Manager bargaining unit position, the individual will be given credit on the teachers' salary schedule for any years of experience that consisted of at least one thousand (1,000) hours in any school year.

   However, such prior service shall not count for years of service in attaining a continuing contract (if not already attained by December 1, 1989) or for seniority purposes under Article XXV, Reduction in Force. Seniority under Article XXV, Reduction in Force, shall begin to accrue upon transfer to the new position.

3. Pays

   Case Managers shall be paid in twenty-six (26) installments.

4. Calamity Days

   Case Managers shall be paid for calamity days in the same manner as other members of the bargaining unit.

5. Salary

Case Managers shall receive the same percentage of salary increase as teachers: _2.5_ / _2.25_ / _2.0_
BA / MA with temporary certification

Salary Schedule Payment:

a. All Case Managers, upon hire, shall be placed at the zero (0) step. However, individuals who were employed and paid on the salary schedule in Article XXVI, Salary, immediately prior to moving to a Case Manager position, shall be given credit on this salary schedule for that prior service.

b. Individuals will advance steps on the salary schedule every other year unless he/she is on payroll for one thousand (1,000) hours or more in a year. In this event, advancement shall be each year.

Case Managers will be paid an additional ten percent (10%) of the direct service hours to compensate for all indirect services. Indirect services may include, but are not limited to, inservice, development of I.E.P.s, conferencing.

It is the intent of the parties that the number of hours of indirect services required will not exceed ten percent (10%) of direct service hours on an annual basis.

Direct plus indirect hours shall not exceed thirty-seven and one-half (37-½) hours per week unless mutually agreed upon by the Association President and the Superintendent to make adjustments for school calendars impacted by building projects.

ARTICLE XVI – INSURANCE

In order to be eligible for insurance, an employee must be employed for at least thirty (30) hours per week.

Employees shall not be paid cash in lieu of insurance benefits.

Coverage: See Plan Booklet for COG adopted coverage information

Medical

A. For the 2026-2027 School year: The Board will pay 84% of the premium and the employee will pay 16% for full-time employees.

For the 2027-2028 School year: The Board will pay 83.5% of the premium and the employee will pay 16.5% for full-time employees.

For the 2028-2029 School year:The Board will pay 83% of the premium and the employee will pay 17% for full-time employees.

B. Stark County Schools Council of Governments

The Plain Local Board may fully meet its obligations to provide health care benefits and services under this collective bargaining agreement by participating in the health benefits program of the Stark County Schools Council of Governments (COG). The Board shall provide health, dental, and life insurance through the COG.The coverage shall be the standardized COG specifications.

C. Preferred Provider - Doctors/Hospitals

1. The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services shall be provided through the Stark County Council of Governments (COG) Health Insurance Program.

2. The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be mutually determined by the representative of the COG and the Stark County/Canton OEA office representative.

D. Preferred Provider - Prescription Drugs

The Board shall provide, through the Stark County Council of Governments, a preferred provider drug program that, if the employee chooses to utilize, will include the following:

1. The program will be available to employees and their dependents who have "primary" coverage under the District's insurance.

2. The employee will pay the 20% co-payment to the provider and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee's 20% co payment.

3. The deductible will be waived.

4. The list of covered expenses shall be agreed upon by the COG and the Stark County/Canton OEA office representative.

5. Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

Life Insurance
The Board shall provide term life and accidental death and dismemberment coverage in the amount of $75,000 for each employee.

Bargaining unit members may purchase additional term life insurance at the group rate, in $5,000 increments, up to a maximum of $60,000 coverage in addition to Board paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier.

The value of all life insurance reduces by 50% at age 65.

Dental Insurance
The board shall provide dental insurance. The board shall pay 100% of the premium.

Section 125 - Tax Shelter
Tax sheltering of the individual's contribution for health costs, unreimbursed medical expenses and dependent coverage will be provided under Internal Revenue Code (IRC) Section 125.

All COG employers must offer the IRC Section 125 Tax Shelter provided through the COG. The IRC Section 125 Tax Shelter allows for health insurance premiums to be deducted on a pre-tax basis. IRC Section 125 also governs Flexible Spending Accounts (FSAs). All COG employers must offer a Health Care FSA and a Dependent Care FSA which will allow pre-tax payroll deductions for certain medical and dependent care expenses. There is no separate administrative fee for these services.

Premium Holidays
If the employer receives a premium holiday(s), the employees shall not be required to pay their portion of the premium(s) for the holiday month(s).

Spousal Coverage
Any new participants to the COG, after June 30, 2015, with working spouses who have the ability to be covered under an insurance plan through his/her place of employment, will be required to take his/her plan as their primary plan. This provision does not apply to a participant who was employed with one COG employer prior to June 30, 2015, and moved thereafter to another COG employer. If the spouse is required to pay forty (40%) percent or more of the premium with his/her employer, the requirements of this section shall not apply.

ARTICLE XVII – LEAVES

A. Assault Leave

If any individual is assaulted while performing in the confines of his/her employment, or assignment of duties, the Board shall grant a Leave of Absence for the period so designated by the individual's physician not to exceed one (1) year. The Leave shall be granted with full pay and benefits accruing and usable and shall not be charged to sick leave or any other leave.

B. Child Care Leave

An individual may request and shall be granted a Child Care Leave of absence without pay or benefits on the conditions set forth below:

1. The Child Care Leave of Absence shall be for the balance of the school year in which the birth of the child occurs. For the purposes of this Article, the school year shall begin on July 1 of a given year.

2. The individual shall request such leave in writing at least thirty (30) days prior to the date of its intended commencement.

3. The Leave shall be extended for one (1) additional school year upon request of the individual to the Board made not later than April 1 preceding the year for which such leave is requested.

4. When the individual desires to terminate Leave, application for reinstatement shall be made by the individual by April 1 and the individual shall be reinstated at the beginning of the next school year.

5. Upon return from Child Care Leave, the individual shall be entitled to reinstatement with the same contractual status which was held prior to the Leave.

6. Where the group insurance policy permits, an individual on Child Care Leave may continue to participate in insurance benefits which are provided to other individuals if payment is made in advance by the individual at the group rate to the Board for such benefits.

7. An individual who is adopting a child shall be entitled to an unpaid leave under this section and subject to these same conditions with the date the adopted child is received being equivalent to the date of birth referred to above.

C. Family and Medical Leave

Bargaining unit members shall be entitled to leave as provided in the Family & Medical Leave Act of 1993, as amended, and the regulations adopted by the U.S. Department of Labor. Eligible employees may take up to twelve (12) weeks of unpaid leave in any 12-month period for the following qualifying reasons: (1) the birth and/or care of a newborn child within twelve (12) months of the child's birth; (2) placement of a child with an employee by way of adoption or foster care, and/or care for the adopted or foster child within twelve (12) months of his/her arrival; (3) the employee is needed to provide physical and/or psychological care for his/her spouse, child or parent with a "serious health condition"; (4) the employee's own "serious health condition" prevents him/her from performing the functions of his/her job; and (5) a "qualified exigency." Additionally, eligible employees may take up to twenty-six (26) weeks of unpaid leave in a "single 12-month period" for "military caregiver leave." For purposes of this section, "12-month period" is defined as "the 12-month period measured forward from the date the employee's first FMLA leave begins" (i.e., the leave year is specific to each employee). Eligible employees are entitled to twelve (12) weeks of leave during the 12-month period beginning on the first date FMLA leave is taken. The next 12-month period would commence the first time FMLA leave is taken after completion of any previous 12-month period. Employees shall be eligible for FMLA leave if they have been employed for at least twelve (12) months and performed at least twelve hundred fifty (1,250) hours of service during the 12-month period immediately preceding the leave (full-time teachers are presumed (rebuttable) to meet the 1,250 hours requirement). Employees on FMLA leave shall have their group health insurance benefits maintained as provided for in this Agreement.

D. Personal

1. No more than ten percent (10%) of the staff can be out of a given building on Personal Leave on the same day.

2. The building Principal must be given as much advance notice as possible prior to a Personal Leave Day being taken. However, a minimum of two (2) work days is required except in emergency situations.

3. Individuals shall make every effort to schedule appointments at times other than the scheduled work day.

4. Personal Leave cannot be used the day before or the day after a school holiday/break – including Labor Day, Thanksgiving, Winter Break, Martin Luther King Day, Presidents' Day, Columbus Day, Spring Break, Good Friday, Easter and Memorial Day.

5. Personal Leave cannot be used during building state testing windows as identified on the Plain Local district testing calendar without advanced permission of the Superintendent. The Superintendent and PLTA President shall mutually agree upon the dates.

6. Personal Leave cannot be used prior to September 1st of each school year without the advanced permission by the Superintendent.

7. Personal leave cannot be used for the following reasons:

    a. For absences covered by any other types of leave

    b. Gainful employment or the seeking of such employment elsewhere.

8. Each bargaining unit member shall be granted three (3) unrestricted personal days paid under Article XXVI Salary Schedule - A.2.

E. Sick Leave

1. Annual allowance – Individuals shall be granted sick leave on the following basis: One and one-quarter (1-1/4) days for each completed month of service, or fifteen (15) days for each completed year of service.

    a. Upon approval of the Superintendent or his/her designee, teachers may use sick leave for absence due to the following reasons:

        (1) personal illness (including emergency dental and medical appointments);
        (2) pregnancy;
        (3) injury;
        (4) absence due to illness, injury or death in the teacher's immediate family;
        (5) exposure to contagious disease which could be communicated to others;

    b. For purposes of absence due to illness, injury or death in the teacher's immediate family, "immediate family" shall be defined to include the teacher's spouse, parent, child, brother, sister, mother-in-law, father-in-law, stepparent, stepchild, foster child, foster parent, grandparent, domestic partner, legal guardian or other family member with personal responsibility in respect to illness or death. The superintendent may request documentation for any absence of 5 consecutive work days or longer. Any absence longer than 5 consecutive workdays per immediate family member must be approved by the superintendent. Absences for immediate family may not exceed 15 workdays total per school

year without the permission of the Superintendent unless the leave also qualifies as FMLA leave.

c. Upon approval of the superintendent, the provisions of sick leave may be extended.

2. Accumulated sick leave – The maximum number of sick leave days accumulated shall be

- 360: 2026-2027
- 365: 2027-2028
- 370: 2028-2029

F. Unpaid/Dock days are not permitted. Rather, individuals may take unpaid leave only as permitted by State law (see ORC 3319.13).

ARTICLE XVIII – LENGTH OF SCHOOL DAY

The defined school day for individuals shall be seven and three-quarter (7 ¾) hours to include a thirty (30) minute duty-free lunch period.

The regular workday of the bargaining unit may be adjusted for alternative scheduling and/or the inclusion of sessions for Parent-Teacher Conferences or other professional activities as long as the total contracted work period for the two (2) week period does not exceed seventy-seven and one half (77.5) hours. These hour limitations may be adjusted through prior agreement of the Association President and the Superintendent. If the starting or ending times of the regularly scheduled seven and three-quarter (7 ¾) hour teacher day are adjusted to accommodate Open House or other required events, teachers will receive a two (2) week notice of the schedule change. All changes or adjustments to the regularly scheduled seven and three-quarter (7 ¾) hour teacher day must be reviewed and approved by Labor Management committee prior to the two (2) week notice given to teachers.

The regular workday may be extended by one (1) hour for the purpose of professional activities no more than four (4) times per year to be reviewed by the Labor Management Committee at least one (1) week prior to the professional activity being conducted.

However, in addition, individuals are expected to attend Open House and up to two (2) after school events per year. Every effort shall be made to assign these activities in an equitable manner.

Academic overnight trips (excluding supplemental contracted and extra-curricular activities) will be paid at the Supplemental Contract rate for Outdoor Education. If enough individuals do not volunteer, the least senior qualified person may be assigned.

ARTICLE XIX – LENGTH OF SCHOOL YEAR

All individuals are contracted for one hundred eighty-six (186) days. Each teacher shall be provided one day at the beginning of each school year and one day on the last day of each school year without pupil contact or meetings, which shall count as two of the one hundred eighty-six (186) days in the work year, for preparing their classroom and to complete end of year responsibilities.

Each teacher shall be provided one-half day at the end of each semester break each school year in order to complete necessary paperwork and to prepare for the next semester without pupil contact or meetings.

ARTICLE XX – LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

A. Local Professional Development Committee

The committee shall be formed by the Association president and vice president/designee and one (1) elected Association member from each of the following levels: elementary, intermediate, middle, and high school and the Superintendent and four (4) administrators appointed by the Superintendent. The elected Association members shall serve a two-year term. The committee shall be chaired jointly by a committee member from the Association and from the Board. The purposes of the LPDC include, but are not limited to:

1. the pre-approval of all CEU activities
2. the assignment of CEUs for all workshops and other professional activities
3. the approval of all applications for certifications, licensures and renewals

B. Process and Procedure

The Plain Local Professional Development Committee will:

1. establish operating procedures for the submission of certification and licensure applications and renewals
2. ensure that coursework and other professional development activities meet the standards for renewal of certificates and licenses
3. keep records of the LPDC's decisions regarding CEUs and renewals
4. establish a local appeal process for teachers who wish to appeal the decision of the Local Professional Development Committee

5. adopt and amend by-laws governing the operation of the Local Professional Development Committee which may not be in conflict with the negotiated agreement.

C. Compensation:

Teacher members of the Plain Local Professional Development Committee will be compensated five hundred dollars ($500) per year.

Any bargaining unit member who is designated to oversee online licensure renewal will receive an additional five hundred dollars ($500).

D. Individual Responsibility

It is the individual responsibility of teachers to keep records of all professional activities, transcripts, certificates, licenses and CEUs necessary for certificate / licensure attainment and renewals. It is the individual's responsibility to complete the appropriate coursework and/or other professional activities required by Ohio Licensure Standards and to meet all deadlines established by the LPDC, the Plain Local Schools, and the Ohio State Board of Education and/or the Ohio Department of Education and Workforce.

ARTICLE XXI – NON-INSTRUCTIONAL DUTIES

Elementary teachers will not be required to perform noon indoor/outdoor recess duty except for one (1) time per month, if necessary.

ARTICLE XXII – PERSONNEL FILES

A. All individuals have the right, upon reasonable notice, to view the materials in their personnel files with the Superintendent or his/her designee present, exclusive of confidential letters, recommendations, or references. If an unfavorable statement or notation is in the file, the individual shall be given an opportunity to place a statement of rebuttal or explanation in his/her file.

B. All documents included in an individual's file shall be dated and identifiable as to source.

C. An individual may request and shall receive at his/her expense, a reproduction of any item in his/her file, exclusive of confidential letters, recommendations, or references.

D. Any complaint that results in information being reduced to writing and/or being used in employment decisions shall be called to the attention of the individual within a reasonable time. When known, the administration will identify to the individual the name of the person who filed the complaint shall be identified and the individual shall be afforded the opportunity to answer or rebut such complaint.

ARTICLE XXIII – POSITION SHARING

A. Position sharing shall refer to a voluntary option available for teachers subject to the approval of the Superintendent or his/her designee. Cost, academic efficiency, or instructional process shall not be a basis for a claim that the Superintendent unreasonably withheld approval of a position sharing plan. Approval shall not be unreasonably withheld. Two (2) teachers may share a full time equivalent (1.0 FTE) certificated/licensed teaching assignment.

B. Teachers who wish to share a position shall submit a written plan for such arrangement to the building principal no later than April 1 of the school year preceding the proposed position share.

C. There shall be a Job Sharing Agreement between the two teachers, Superintendent, and Association for each job share which is not grievable. Some of the items to be included in each Job Sharing Agreement are the division of duties, hours, payment of benefits (one FTE per position), compensation, evaluation, parent conference, IAT meetings, duty periods, committee assignment outside the district, communication, and provisions to resolve disagreements during the term of the Job Share Agreement. This list is only illustrative, and is not meant to be all encompassing.

D. Teachers who wish to participate must locate their job sharing partner. No teacher will be required to job share.

E. All negotiated salary and benefits, as contained in the Master Agreement, shall be split according to the percentage of a regular full-time workday served by the participant. In no event shall the Board incur more than 100% of the cost of one full-time teacher with the exception of parent conferences and in-service days which shall be paid at a pro-rated per diem rate.

F. Teachers shall acquire one (1) year seniority in each year of position sharing worked provided the teacher is assigned at least fifty percent (50%) of the workday under the position-sharing plan.

G. Position sharing teachers will be considered for change in contract status, evaluation and layoff on the same basis as other teachers.

H. A position sharing partnership shall last one (1) full school year and must be applied for on a yearly basis.

I. Certified substitutes will be provided for absent position sharing teachers. However, position sharing teachers may substitute for each other, with advance notice, at the pro-rated per diem rate before outside substitutes are secured.

J. Neither the decision to approve/reject a request nor the position sharing plan is grievable.

ARTICLE XXIV – PRINTING OF THE CONTRACT

At the conclusion of negotiations, the contract between the parties will be reduced to writing and reproduced in pocket size for distribution to every member of the Association. The Plain Local Teachers' Association and the Plain Local Board of Education shall each receive ninety (90) additional copies of the contract. The Board will assume the full responsibility of printing the contract. The cost of reproduction shall be borne equally by the Board and the Association after a written estimate is provided to the Association and approved.

ARTICLE XXV – REDUCTION IN FORCE

A. The Board may institute a reduction in force (RIF) for decreased enrollment of pupils, return to duty of regular individuals after leaves of absence, changing or abolishing of course offerings and selections, loss of federally-funded position(s) due to loss of Federal funds, or by reason of suspension of school or territorial changes affecting the district, or financial reasons, staff reorganization, or curriculum changes. The number of teachers affected by a reduction in force will be kept to a minimum by not employing replacements in the affected teaching positions when individuals retire, resign, or otherwise vacate the affected teaching positions. The RIF will be applied to the entire position held by an individual at the time of the RIF, although the Board may thereafter recall any individual to part of the position previously held (that is, less than full-time) or to part of some other vacant position for which the individual recalled to a part-time position shall remain on the recall list for a full-time position.

B. The Superintendent is authorized to make the staff adjustments in the areas in which he/she deems best for the programs of the Plain Local School District using the layoff procedures contained in this Article.

C. The Superintendent will not use the RIF in a punitive manner.

D. The Superintendent shall announce when a RIF is necessary and certification/licensure on file in the central office on the date the RIF is

announced, shall be the basis for suspending contracts as stated below. Seniority may not be used as a criteria except when evaluations are comparable. For purposes of defining comparable, there shall be four (4) categories used: The first category is “Accomplished” and **“**Skilled**”**. The second category is “Developing”. The third category is “Ineffective”**.** The fourth category is “non-public/auxilary”.

1. Seniority shall be defined as length of continuous service, including approved leaves of absence, if any, which shall not break seniority, nor shall they count toward seniority, from the date of employment in Plain Local Schools. Should a tie occur in determining seniority, the tie shall be broken by the date of official Board action taken with respect to employment and then by the actual days worked including professional leave days.

2. It is the individual’s responsibility to see that all of his/her certificates/licenses are in his/her personnel file in the central office.

    a. A Seniority List will be given to the Association by December 15 of each year. Such a list shall include names, areas of certification/licensure, years of experience at Plain Local, and type of contract (limited or continuing). A member of the Association shall have until February 15 of each year to submit any challenges or corrections to the list. Any error not challenged in writing to the Superintendent by February 15 is waived for that year. Any revised list will be shared with the Association as soon as the list is available.

    b. It shall be the responsibility of each teacher to notify the Superintendent, in writing, of all areas of certification/licensure held prior to December 15.

3. When RIF becomes necessary, displacement (“bumping”) shall occur as follows:

    a. Non-tenured individuals holding temporary certification/licensure will be the first ones suspended.

    b. Fully certificated/licensed limited contract individuals shall be the next ones suspended.

    c. Continuing contract individuals shall be the last persons suspended.

d. Within each items (a) through (c) reductions shall be made so that the individuals in those areas having the least seniority will be the first to be suspended if evaluations are comparable.

F. An individual whose job is to be eliminated shall be notified by certified mail and/or receipted methods.

G. The Superintendent or his/her designee shall provide the Association President with a "seniority list" prior to the implementation of a reduction in force. This list shall be prepared in the following manner.

All individuals shall be ranked by:

1. Contract status (i.e., limited or continuing)

2. Years of experience (seniority) in Plain Local

3. All areas of certification/licensure on file with the district

4. From the least senior to the most senior in all certificated/licensed areas and comparability as determined by formal evaluations.

H. An individual whose name appears on the RIF list shall be offered re-employment when a position becomes available for which he or she is certified/licensed. Such individuals shall be recalled in reverse order of layoff. No new individuals shall be employed by the Board while there are continuing and limited contract individuals on the RIF list who are certificated/licensed for any opening of a teaching position. Nothing herein shall prevent the Board from reassigning existing staff to the subject areas of individuals on the recall list.

I. Individuals being recalled shall be notified by certified mail and shall have ten (10) calendar days from the date of receipt to respond affirmatively in writing. It shall be the individual's responsibility to make appropriate arrangements for forwarding or receipt of mail if he/she will be away from his/her address for more than five (5) calendar days.

J. If the individual fails to respond in writing in the affirmative upon recall, he/she shall be removed from the recall list, and the Board of education shall have no further obligations to him/her.

K. The recall list shall be maintained for two (2) years from the date a limited contract employee's contract is suspended.

L. Individuals on the recall list may continue to participate in the insurance programs upon payment to the Treasurer of the monthly premiums thirty (30) days in advance of the Board's premium due date(s).

M. Vocational – As long as a Cooperative Agreement is in effect among the Jackson, Plain, Lake, and North Canton School Districts to provide vocational education, the following reduction in force procedures shall be in effect:

1. If the Superintendents' determination of course offerings results in the elimination of a position(s), such reduction may occur as long as the procedures contained in this section are followed.

2. If the decision on a course offering(s) results in the need to reduce staff in any district, the individual with the most seniority as defined in D.1, shall be retained. The individual with the least seniority shall exercise the displacement rights in the collective bargaining agreement with his/her current employer.

3. If there is no one for the individual to displace, the individual shall be placed on the RIF list of the current employer under the terms of that collective bargaining agreement. The individual shall also be placed on the RIF list in the other provide districts in the area of vocational certification only, under the terms of that district's collective bargaining agreement.

4. If the course offering remaining is to be taught in a different district, the individual remaining shall be assigned (transferred) to and contracted by that district without a break in seniority, and subject to other terms of that district's collective bargaining agreement without loss of tenure (if applicable), salary schedule credit for year of experience earned or granted by the previous district.

5. Superintendents may assign vocational teachers to vocational programs in any of the participating districts provide the protections of paragraph 4 above are followed.

6. On or after the entrance of the district into the vocational compact, if a vocational teacher is transferred to a non-vocational position, the individual retains displacement rights both within the contracted district and, in the vocational area, across districts.

7. Other districts may be added to the Cooperative Agreement.

8. This Article may be modified as necessary, to comply with requirements of the Vocational Compact/Collaborative.

N. For members of the bargaining unit employed and assigned to a non-public school after May 1, 1991: If the Board is notified by a non-public school(s) of its intent to reduce the number of individual(s) or to reduce the number of hours assigned, for any reason, the individual(s) affected may displace the least senior

individual who is a member of the bargaining unit in his/her area of certification/licensure in the currently assigned non-public school. If subsequently hired by Plain, seniority begins on first day of assignment to a Plain Local School.

The individual without a position after all displacement has occurred shall be placed on a recall list for positions in the currently assigned non-public school.

Only the following sections of this Article shall apply to those individuals currently assigned to non-public schools:

E.
F.
G.
I.
J.
K.

O. If any individual assigned to a Plain Local School is transferred to a non-public school, the individual, in the event of a reduction in force in a non-public school, retains the right to displace the least senior individual in his/her area(s) of certification/licensure as per this Article, whether the displaced individual is assigned to Plain Local or a non-public school. Seniority as per Section D.1. of this Article shall apply to individuals under this paragraph.

ARTICLE XXVI - SALARY SCHEDULE - A.2.

2026-2027

Effective July 2026 2.5

YEARS	NON-DEGREE	B.A.	B.A. +18	M.A.	M.A. +18
0	37,784	44,452	45,342	46,231	48,452
	0.85	1.00	1.02	1.04	1.09
1	38,673	45,786	46,231	48,008	50,230
	0.87	1.03	1.04	1.08	1.13
2	39,563	47,563	48,008	50,676	52,898
	0.89	1.07	1.08	1.14	1.19
3	42,674	49,341	50,676	56,455	58,676
	0.96	1.11	1.14	1.27	1.32
4	44,008	51,120	53,343	59,122	60,454
	0.99	1.15	1.20	1.33	1.36
5	45,342	52,898	56,009	61,789	63,122
	1.02	1.19	1.26	1.39	1.42
6	46,675	55,120	58,676	64,455	65,790
	1.05	1.24	1.32	1.45	1.48
7	48,008	57,344	61,344	67,123	68,457
	1.08	1.29	1.38	1.51	1.54
8	49,341	59,565	64,010	69,789	71,123
	1.11	1.34	1.44	1.57	1.60
9	50,676	62,233	66,679	72,457	73,791
	1.14	1.40	1.50	1.63	1.66
10	52,009	64,900	69,347	75,124	76,457
	1.17	1.46	1.56	1.69	1.72
11	53,343	67,568	72,012	77,791	79,125
	1.20	1.52	1.62	1.75	1.78
12	54,676	70,234	74,679	80,458	81,791
	1.23	1.58	1.68	1.81	1.84
15	56,009	72,456	77,346	83,125	84,458
	1.26	1.63	1.74	1.87	1.90
20	57,343	74,679	80,013	85,792	87,125
	1.29	1.68	1.80	1.93	1.96
25	58,676	76,901	82,680	88,459	89,792
	1.32	1.73	1.86	1.99	2.02
29	60,010	79,124	85,347	91,126	92,460
	1.35	1.78	1.92	2.05	2.08
32	61,343	81,347	88,014	93,793	95,127
	1.38	1.83	1.98	2.11	2.14

ARTICLE XXVI - SALARY SCHEDULE - A.2.

2027-2028

Effective July 2027 2.25

YEARS	NON-DEGREE	B.A.	B.A. +18	M.A.	M.A. +18
0	38,634	45,452	46,362	47,271	49,543
	0.85	1.00	1.02	1.04	1.09
1	39,543	46,816	47,271	49,088	51,361
	0.87	1.03	1.04	1.08	1.13
2	40,453	48,633	49,088	51,816	54,088
	0.89	1.07	1.08	1.14	1.19
3	43,634	50,452	51,816	57,725	59,996
	0.96	1.11	1.14	1.27	1.32
4	44,998	52,271	54,543	60,452	61,815
	0.99	1.15	1.20	1.33	1.36
5	46,362	54,088	57,269	63,179	64,543
	1.02	1.19	1.26	1.39	1.42
6	47,725	56,360	59,996	65,905	67,270
	1.05	1.24	1.32	1.45	1.48
7	49,088	58,634	62,725	68,633	69,997
	1.08	1.29	1.38	1.51	1.54
8	50,452	60,905	65,451	71,359	72,723
	1.11	1.34	1.44	1.57	1.60
9	51,816	63,634	68,179	74,088	75,451
	1.14	1.40	1.50	1.63	1.66
10	53,180	66,361	70,907	76,815	78,177
	1.17	1.46	1.56	1.69	1.72
11	54,543	69,088	73,632	79,542	80,905
	1.20	1.52	1.62	1.75	1.78
12	55,906	71,814	76,359	82,268	83,631
	1.23	1.58	1.68	1.81	1.84
15	57,269	74,087	79,086	84,995	86,359
	1.26	1.63	1.74	1.87	1.90
20	58,633	76,359	81,813	87,722	89,086
	1.29	1.68	1.80	1.93	1.96
25	59,996	78,632	84,540	90,449	91,813
	1.32	1.73	1.86	1.99	2.02
29	61,360	80,904	87,268	93,176	94,540
	1.35	1.78	1.92	2.05	2.08
32	62,724	83,177	89,995	95,903	97,267
	1.38	1.83	1.98	2.11	2.14

ARTICLE XXVI - SALARY SCHEDULE - A.2.

2028-2029

Effective July 2028 2.0

YEARS	NON-DEGREE	B.A.	B.A. +18	M.A.	M.A. +18
0	39,407	46,361	47,289	48,216	50,533
	0.85	1.00	1.02	1.04	1.09
1	40,334	47,753	48,216	50,070	52,388
	0.87	1.03	1.04	1.08	1.13
2	41,262	49,606	50,070	52,852	55,169
	0.89	1.07	1.08	1.14	1.19
3	44,506	51,461	52,852	58,879	61,196
	0.96	1.11	1.14	1.27	1.32
4	45,898	53,316	55,634	61,661	63,051
	0.99	1.15	1.20	1.33	1.36
5	47,289	55,169	58,415	64,443	65,833
	1.02	1.19	1.26	1.39	1.42
6	48,680	57,488	61,196	67,223	68,615
	1.05	1.24	1.32	1.45	1.48
7	50,070	59,807	63,979	70,006	71,397
	1.08	1.29	1.38	1.51	1.54
8	51,461	62,124	66,760	72,787	74,177
	1.11	1.34	1.44	1.57	1.60
9	52,852	64,906	69,542	75,569	76,960
	1.14	1.40	1.50	1.63	1.66
10	54,243	67,688	72,325	78,351	79,741
	1.17	1.46	1.56	1.69	1.72
11	55,634	70,470	75,105	81,133	82,523
	1.20	1.52	1.62	1.75	1.78
12	57,024	73,250	77,886	83,913	85,304
	1.23	1.58	1.68	1.81	1.84
15	58,415	75,568	80,668	86,695	88,086
	1.26	1.63	1.74	1.87	1.90
20	59,806	77,886	83,450	89,477	90,867
	1.29	1.68	1.80	1.93	1.96
25	61,196	80,204	86,231	92,258	93,649
	1.32	1.73	1.86	1.99	2.02
29	62,587	82,522	89,013	95,040	96,431
	1.35	1.78	1.92	2.05	2.08
32	63,978	84,840	91,795	97,821	99,212
	1.38	1.83	1.98	2.11	2.14

An additional $500 per year will be given to individuals with 26–30 years of total recognized teaching experience by Plain Local who have satisfactorily completed thirty (30) hours of graduate work in a meaningful pattern of professional education after earning a Master's Degree or have prior approval from the Superintendent. It is the teacher's responsibility to inform the Administration of eligibility in terms of total years of service and 30 hours of graduate work completed to receive payment under this paragraph. (26 years MA+30 = $500; 27 years MA+30 = $1,000; 28 years MA+30 = $1,500; 29 years MA+30 = $2,000; 30 years MA+30 = $2,500; 31 years or more MA+30 = $2,500**.)**

A. Footnotes for Regular Salary Schedules:

1. To qualify for Column 3, "Bachelor's Degree Plus 18 Hours", an individual must have satisfactorily completed eighteen (18) semester hours in a meaningful pattern of professional education after the requirements for provisional certification or licensure have been met and the conferring of a Baccalaureate Degree.

2. To qualify for Column 5, Master's Degree Plus 18 Hours", an individual must have satisfactorily completed eighteen (18) semester hours of graduate work in a meaningful pattern of professional education after earning a Master's Degree or have prior approval from the Superintendent.

3. a. Career and Technical teachers completing eighteen (18) semester hours of teacher improvement work since the granting of the initial standard vocational certificate or license will also qualify under Column 3, "Bachelor's Degree Plus 18 hours."

   b. Non-Degreed, Career and Technical Teachers

      (1) A teacher with seven (7) years experience in the trade area for which certification is granted, shall be placed at the Bachelor's level with zero (0) years experience. Work experience in the area of certification or semester hours beyond the entry requirements will be evaluated by the Superintendent to determine further initial placement on the salary schedule.

      (2) Teachers with a five (5) year professional license will be placed at BA+18 level after successfully completing 18 semester hours and/or course work approved by the Superintendent.

(3) Teachers on the BA+18 column will be placed on the MA column upon completion of an additional 42 semester hours and/or course work approved by the Superintendent or who obtains an Associate Degree.

(4) Teachers on the MA column will be placed on the MA+18 column upon completion of an additional 18 semester hours and/or course work approved by the Superintendent.

c. Degreed Career and Technical Teachers

(1) After receiving a five-year professional license (24 semester hours), a teacher with a Bachelor's Degree will be placed at the Bachelor's +18 salary level.

(2) To qualify for MA+18, a teacher with a Master's Degree must complete an additional 18 semester hours or industry certification pre-approved by the Superintendent.

(3) After receiving a professional license (24 hours), a teacher currently holding a Master's Degree in their teaching field will be placed at the MA+18 level.

(4) To qualify for the Master's +30 salary bonus, a teacher with a Master's +18 must complete an additional 12 semester hours or industry certification pre-approved by the Superintendent.

B. Supplementals

The Superintendent may approve additional compensation as a percent of the approved supplemental salary schedule for individuals who work extended seasons or beyond contract expectations. (This provision applies to both athletic and non-athletic supplementals)

Additional supplemental positions may be added by the Superintendent after consulting with the Association at an hourly rate of $15.00.

SUPPLEMENTAL SALARY SCHEDULE - B.1.
2026-2027, 2027-2028, 2028-2029

POSITION	2026-2027 STIPEND 1%	2027-2028 STIPEND 1%	2028-2029 STIPEND 1%
ACADEMIC CHALLENGE (GO, OW)	$ 2,175	$ 2,196	$ 2,218
ART CLUB (GW & OW)	$ 1,557	$ 1,572	$ 1,588
ATHLETIC TRAINER/GIRLS & BOYS (DISTRICT)	$ 13,841	$ 13,980	$ 14,119
ATHLETIC TRAINER/GIRLS & BOYS (ASST)	$ 6,570	$ 6,636	$ 6,702
BOOK BLOG (GW)	$ 1,557	$ 1,573	$ 1,589
CAMP DIRECTOR (2 GW)	$ 487	$ 492	$ 497
CHEERLEADER ADVISOR (VARSITY)	$ 8,128	$ 8,210	$ 8,292
CHEERLEADER ADVISOR (ASST)	$ 4,899	$ 4,948	$ 4,997
CHEERLEADER ADVISOR (OW)	$ 4,200	$ 4,242	$ 4,284
CHESS CLUB ADV (OW, GW, GO)	$ 985	$ 995	$ 1,005
CHROMEBOOK ADVISOR	$ 932	$ 942	$ 951
DANCE (GO)	$ 1,861	$ 1,880	$ 1,898
DANCE (GW & OW)	$ 2,107	$ 2,128	$ 2,150
DEPARTMENT COORDINATOR	$ 5,115	$ 5,166	$ 5,218
DEPARTMENT MANAGER	$ 10,000	$ 10,100	$ 10,201
DRAMA (OW & GW)	$ 2,025	$ 2,045	$ 2,066
DRAMATICS DIRECTOR (GO)	$ 6,570	$ 6,636	$ 6,702
DRAMATICS DIRECTOR (GO ASST)	$ 3,121	$ 3,152	$ 3,183
ENVIRONMENTAL CLUB (GO)	$ 1,238	$ 1,250	$ 1,263
FRENCH CLUB (OW)	$ 986	$ 996	$ 1,005
GUIDANCE COUNSELOR (15 DAYS EXTENDED) (GO)	$ 3,656	$ 3,692	$ 3,729
GUIDANCE COUNSELOR (10 DAYS EXTENDED) (OW, & GW)	$ 2,438	$ 2,462	$ 2,487
INSTRUMENTAL MUSIC DIRECTOR (GO)	$ 14,648	$ 14,794	$ 14,942
INSTRUMENTAL MUSIC ASST DIRECTOR (GO)	$ 8,541	$ 8,626	$ 8,713
BAND INSTRUCTOR	$ 2,464	$ 2,488	$ 2,513
INSTRUMENTAL MUSIC (OW & GW)	$ 1,828	$ 1,846	$ 1,865
STRINGS DIRECTOR (GO)	$ 2,463	$ 2,488	$ 2,513
STRINGS DIRECTOR ASST	$ 1,601	$ 1,617	$ 1,633
COLOR GUARD	$ 2,984	$ 3,014	$ 3,044
TWIRLER/MAJORETTE ADVISOR	$ 3,508	$ 3,543	$ 3,579
LEGO CLUB (GW)	$ 1,526	$ 1,541	$ 1,557
LIGHTING (OW)	$ 856	$ 864	$ 873
MATH COMPETITIONS (GO, OW & GW)	$ 1,557	$ 1,573	$ 1,588
MENTOR	$ 1,182	$ 1,194	$ 1,206
MODEL U.N. ADVISOR (GO, OW)	$ 1,558	$ 1,573	$ 1,589
MUSICAL DIRECTOR (OW)	$ 1,576	$ 1,592	$ 1,608
MUSICAL INTERMEDIATE DIRECTOR (OW)	$ 841	$ 849	$ 858
MUSICAL COSTUME/SCENE DIRECTOR (OW)	$ 841	$ 849	$ 858
MUSICAL CHORAL DIRECTOR (OW)	$ 1,051	$ 1,061	$ 1,072
NATIONAL HONOR SOCIETY ADVISOR (GO)	$ 1,549	$ 1,564	$ 1,580
OUTDOOR EDUCATION (PER NIGHT)	$ 179	$ 181	$ 183
PING PONG CLUB (GO)	$ 1,238	$ 1,250	$ 1,263
PSYCHOLOGIST	$ 7,840	$ 7,918	$ 7,997
POWER OF THE PEN (OW)	$ 1,232	$ 1,245	$ 1,257

POSITION	2026-2027 STIPEND	2027-2028 STIPEND	2028-2029 STIPEND
RESIDENT EDUCATOR FACILITATOR	$ 2,365	$ 2,388	$ 2,412
RESIDENT EDUCATOR MENTOR	$ 1,773	$ 1,791	$ 1,809
SCHOOL PAPER ADVISOR (GO)	$ 4,569	$ 4,615	$ 4,661
SCHOOL PAPER ADVISOR (GO ASST)	$ 2,201	$ 2,223	$ 2,245
SCHOOL PAPER ADVISOR (OW)	$ 1,232	$ 1,244	$ 1,257
SCIENCE CLUB (1 GO)	$ 497	$ 502	$ 507
SCIENCE OLYMPIAD ADVISOR (HEAD) (OW & GW) (FUTURE CITY - OW)	$ 1,731	$ 1,748	$ 1,766
SCIENCE OLYMPIAD ADVISOR (ASST) (OW & GW)	$ 890	$ 899	$ 908
SOUND (OW)	$ 856	$ 864	$ 873
SPEECH AND DEBATE ADVISOR (GO)	$ 7,787	$ 7,865	$ 7,944
SPEECH AND DEBATE ADVISOR (GO 1ST ASST)	$ 4,569	$ 4,615	$ 4,661
SPEECH AND DEBATE ADVISOR (GO ASST)	$ 3,285	$ 3,318	$ 3,351
SPIRIT CLUB ADVISOR (GO)	$ 1,466	$ 1,481	$ 1,496
STUDENT COUNCIL ADVISOR (OW & GW)	$ 1,465	$ 1,480	$ 1,495
STUDENT COUNCIL ADVISOR (GO)	$ 5,859	$ 5,917	$ 5,977
TEAM LEADER	$ 2,487	$ 2,512	$ 2,537
BUILDING TECHNOLOGY SUPPORT (PER CORE TEACHER)	$ 119	$ 121	$ 122
VOCAL MUSIC (GO)	$ 9,855	$ 9,953	$ 10,053
VOCAL MUSIC ASST (GO)	$ 6,570	$ 6,636	$ 6,702
VOCAL MUSIC (GW)	$ 1,828	$ 1,846	$ 1,865
VOCAL MUSIC (OW)	$ 1,828	$ 1,846	$ 1,865
YEARBOOK ADVISOR (GO)	$ 5,287	$ 5,340	$ 5,393
YEARBOOK ADVISOR (GO ASST)	$ 2,485	$ 2,510	$ 2,535
YEARBOOK ADVISOR (OW & GW)	$ 1,217	$ 1,229	$ 1,242
WHEELCHAIR BASKETBALL	$ 2,381	$ 2,405	$ 2,429
WHEELCHAIR BASKETBALL (1st ASST)	$ 1,190	$ 1,202	$ 1,214
BASEBALL (HEAD COACH)	$ 6,898	$ 6,967	$ 7,037
BASEBALL (1ST ASST)	$ 4,927	$ 4,976	$ 5,026
BASEBALL (ASST)	$ 4,563	$ 4,609	$ 4,655
BASKETBALL (HEAD COACH)	$ 12,381	$ 12,505	$ 12,630
BASKETBALL (1ST ASST)	$ 6,570	$ 6,636	$ 6,702
BASKETBALL (ASST)	$ 6,133	$ 6,195	$ 6,256
BASKETBALL (MS W/VARSITY RESP)	$ 3,572	$ 3,608	$ 3,644
BASKETBALL (ASST MS W/O VARSITY RESP)	$ 2,324	$ 2,347	$ 2,371
BOWLING (HEAD COACH BOYS) CO-ED	$ 5,447	$ 5,502	$ 5,557
BOWLING (HEAD COACH GIRLS)			
BOWLING (ASST)	$ 2,724	$ 2,751	$ 2,778
CROSS COUNTRY (HEAD COACH)	$ 6,967	$ 7,037	$ 7,107
CROSS COUNTRY (1st ASST)	$ 4,012	$ 4,052	$ 4,092
CROSS COUNTRY (ASST)	$ 3,714	$ 3,752	$ 3,789
CROSS COUNTRY (HEAD MS)	$ 3,789	$ 3,827	$ 3,865
CROSS COUNTRY (ASST MS)	$ 2,676	$ 2,703	$ 2,730
EQUIPMENT MANAGER - FALL	$ 3,074	$ 3,105	$ 3,136
EQUIPMENT MANAGER - WINTER	$ 2,217	$ 2,239	$ 2,261
EQUIPMENT MANAGER - SPRING	$ 2,217	$ 2,239	$ 2,261
FOOTBALL (HEAD COACH)	$ 14,063	$ 14,204	$ 14,346
FOOTBALL (1ST ASST)	$ 6,898	$ 6,967	$ 7,037
FOOTBALL (ASST)	$ 6,148	$ 6,209	$ 6,271

POSITION	2026-2027 STIPEND	2027-2028 STIPEND	2028-2029 STIPEND
FOOTBALL (HEAD FRESHMEN)	$ 6,148	$ 6,209	$ 6,271
FOOTBALL (FRESHMEN ASST W/VARSITY RESP)	$ 5,749	$ 5,806	$ 5,864
FOOTBALL (HEAD MS W/VARSITY RESP)	$ 4,409	$ 4,453	$ 4,497
FOOTBALL (ASST MS W/VARSITY RESP)	$ 4,322	$ 4,365	$ 4,409
FOOTBALL (ASST MS W/O VARSITY RESP)	$ 1,959	$ 1,979	$ 1,999
GOLF (HEAD COACH)	$ 4,599	$ 4,645	$ 4,691
GOLF (1ST ASST)	$ 3,748	$ 3,786	$ 3,824
GOLF (ASST)	$ 3,470	$ 3,505	$ 3,540
GYMNASTICS (HEAD COACH)	$ 6,898	$ 6,967	$ 7,037
GYMNASTICS (1ST ASST)	$ 4,405	$ 4,449	$ 4,494
GYMNASTICS (ASST)	$ 3,661	$ 3,698	$ 3,735
LACROSSE (HEAD COACH)	$ 6,898	$ 6,967	$ 7,037
LACROSSE (1ST ASST)	$ 4,745	$ 4,793	$ 4,841
LACROSSE (ASST)	$ 4,319	$ 4,362	$ 4,406
MIDDLE SCHOOL ATHLETIC COORDINATOR	$ 3,572	$ 3,608	$ 3,644
SOCCER (HEAD COACH)	$ 6,898	$ 6,967	$ 7,037
SOCCER (1ST ASST)	$ 5,025	$ 5,075	$ 5,126
SOCCER (ASST)	$ 4,652	$ 4,699	$ 4,746
SOFTBALL (HEAD COACH)	$ 6,898	$ 6,967	$ 7,037
SOFTBALL (1ST ASST)	$ 4,928	$ 4,978	$ 5,027
SOFTBALL (ASST)	$ 4,563	$ 4,609	$ 4,655
SWIMMING CO-ED (HEAD COACH)	$ 10,251	$ 10,353	$ 10,457
SWIMMING (1ST ASST)	$ 5,106	$ 5,157	$ 5,208
SWIMMING (ASST)	$ 4,727	$ 4,774	$ 4,822
TENNIS (HEAD COACH)	$ 4,599	$ 4,645	$ 4,691
TENNIS (1ST ASST)	$ 3,713	$ 3,750	$ 3,788
TENNIS (ASST)	$ 1,465	$ 1,480	$ 1,495
TRACK (INDOOR HEAD COACH)	$ 1,971	$ 1,991	$ 2,011
TRACK (INDOOR 1ST ASST)	$ 1,642	$ 1,659	$ 1,676
TRACK (INDOOR ASST)	$ 1,314	$ 1,327	$ 1,340
TRACK (HEAD COACH CO ED)	$ 10,251	$ 10,353	$ 10,457
TRACK (1ST ASST)	$ 4,928	$ 4,978	$ 5,027
TRACK (ASST)	$ 4,563	$ 4,609	$ 4,655
TRACK (HEAD COACH MS) CO-HEAD	$ 5,241	$ 5,293	$ 5,346
TRACK (1ST ASST MS)	$ 2,381	$ 2,405	$ 2,429
TRACK (ASST MS)	$ 2,201	$ 2,223	$ 2,245
VOLLEYBALL (HEAD COACH)	$ 6,899	$ 6,968	$ 7,038
VOLLEYBALL (1ST ASST)	$ 4,928	$ 4,978	$ 5,027
VOLLEYBALL (ASST)	$ 4,563	$ 4,609	$ 4,655
VOLLEYBALL (MS)	$ 3,937	$ 3,977	$ 4,017
WEIGHT TRAINING AND CONDITIONING (DIVIDED ON QUARTERLY BASIS WITH ONE PERSON PER QUARTER IN CHARGE OF WEIGHT ROOM)	$ 3,723	$ 3,761	$ 3,798
WRESTLING (HEAD COACH)	$ 8,395	$ 8,479	$ 8,563
WRESTLING (1ST ASST)	$ 5,444	$ 5,498	$ 5,553
WRESTLING (ASST)	$ 4,652	$ 4,699	$ 4,746
WRESTLING (HEAD COACH MS)	$ 4,216	$ 4,258	$ 4,301
WRESTLING (ASST MS)	$ 4,049	$ 4,089	$ 4,130

ARTICLE XXVII – SEVERANCE PAY

An individual who elects to retire from teaching service in the district shall receive in one lump sum, one-quarter (1/4) of the value of his/her accrued and unused sick leave to a maximum of seventy-three days (73) in 2026-2027, seventy-five days (75) in 2027-2028, and seventy-seven (77) days in 2028-2029, multiplied times his/her per diem rate at the time of separation from the district. An additional twenty dollars ($20) per day shall be paid for sick leave accumulated between two hundred (200) and two hundred fifty (250) days. An additional thirty dollars ($30) per day shall be paid for sick leave accumulated above two hundred fifty (250) days.

In addition, the individual must have been accepted in his/her retirement system and approved for retirement benefits within one year from the date of separation from the Plain Local School District. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accumulated by the individual at that time. Severance payment will be made the September following retirement except that if an ERI is implemented and an individual takes the ERI, any severance payment due will be paid in two installments the first January and the second January following retirement.

If, at the time of death, a current teaching employee is eligible for retirement and severance, full severance pay benefits shall be paid to the teacher's estate.

Case Managers will be eligible for severance pay if retiring after at least ten (10) years of full time service with the district.

ARTICLE XXVIII – SMOKE-FREE WORKPLACE

There will be no smoking or the use of any tobacco products in school buildings or on school grounds. The cost of nicotine patches shall be covered by insurance or paid for by the Board.

The Board will reimburse any employee who is covered by the district health insurance program for the cost of smoking cessation materials up to a lifetime maximum of $200. The reimbursement will be made following the presentation of original receipts to the Board Treasurer's Office along with a written statement verifying that the smoking cessation materials are for the district employee. Reimbursement will not be made for sales tax on said materials.

ARTICLE XXIX – STRS PICK-UP WITH REDUCTION

The Board herewith agrees with the Association to pick-up (assume and pay) contributions to the State Teachers Retirement System (STRS) on behalf of the individuals in the bargaining unit on the following terms and conditions:

A. The amount to be picked up and paid on behalf of each individual shall be the employee's contribution. The individual's annual compensation shall be reduced by an amount equal to the amount picked up and paid by the Board.

B. The pick-up percentage shall apply uniformly to all individuals in the bargaining unit.

C. No individual covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.

D. The pick-up shall apply to all compensation including supplemental earnings.

E. For federal and state tax purposes, the W-2 form shall show the total amount of compensation reduced by the employee's contribution. For STRS purposes the total amount of compensation shall not be reduced.

F. STRS pick-up shall in no way affect unemployment compensation, sick leave, workers' compensation, severance pay, daily rate of pay, or any other calculation based on salary.

ARTICLE XXX – TAX SHELTERED ANNUITIES

Changes may be made in tax sheltered annuities effective January 1 and July 1.

If additional restrictions to meet concerns dealing with IRS limits on tax sheltered annuities are agreed to by the Labor-Management Committee, they shall become effective upon signing by the Superintendent and Association President.

ARTICLE XXXI – TRANSFERS

In accordance with State Law ORC 3319.173, the Superintendent shall assign teachers.

ARTICLE XXXII – TUITION-FREE ATTENDANCE

Children of members of the bargaining unit may attend the Plain Local Schools tuition-free as long as the increase in students due to this clause does not necessitate the employment of additional staff.

Admission shall only be at the beginning of the school year.

ARTICLE XXXIII – VACANCIES

The assignment, reassignment, and transfer of individuals is the responsibility of the Superintendent of Schools consistent with ORC 3319.173 the Superintendent shall assign teachers.

A. As vacancies for positions within the bargaining unit become known, they will be sent to the principal of each building who shall be responsible for posting these notices so they are available to all individuals.

B. All vacancies shall be posted for not less than five (5) days.

C. No building posting will be made after the last teacher day in June.

D. The vacancies that occur after the last teacher day in June and until July 31 will be mailed to the Association President and posted on the District web site.

E. Postings are not required for vacancies that occur during the period August 1 through September 15.

F. Lateral moves shall not normally be made during the year.

G. For the purpose of this Article, a vacancy does not occur when an individual goes on sick leave, disability leave, child-care leave, military leave, FMLA leave, or professional study leave.

H. The Superintendent determines when a vacancy occurs and who shall fill the vacancy. No transfers will be made until all individuals have been screened, and in the Superintendent's judgment, the best individual has been selected for the position.

ARTICLE XXXIV – EFFECTS OF CONTRACT

A. The terms of this Contract shall be effective July 1, 2026 through and including June 30, 2029.

B. If any part of this Contract is found to be in violation of Federal or State law, in a manner not permitted by Chapter 4117, said part found to be in conflict will automatically be declared invalid and shall be inoperative. The remaining parts of the agreement shall continue to be in effect. Should any provision become inoperative, either party may request a meeting to be held within thirty (30) days to renegotiate the provision.

C. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of bargaining. The understanding and agreements arrived at by the parties after the exercise of the right and opportunity are set forth herein, and the parties agree that this Agreement constitutes the entire contract between them and settled all demands and issues on all matters within the scope of bargaining. Neither party shall be required to negotiate with the other during the term of this Agreement with respect to any subject or matter irrespective of whether such subject matter was discussed by, or within the contemplation of, the parties during the course of negotiations leading to this Agreement.

D. Except as otherwise specifically provided in the written provisions of this agreement, the Board of Education has the exclusive right to make necessary decisions relevant to the conduct and management of the schools as prescribed and restricted by law. All prior negotiated agreements not contained herein shall not be binding upon the parties of this agreement. This Agreement supersedes and cancels all previous agreements or understandings, whether verbal or written, or based upon any alleged prior conduct or past practices of the parties.

E. This Contract may be added to, deleted from, or otherwise changed only by an amendment properly signed and ratified by each party.

F. The term “Day(s)” shall mean calendar days unless otherwise specified herein.

G. If during the term of this agreement the board is required by law to negotiate mid-term the parties will meet to negotiate within thirty (30) days.

In the event an agreement is not reached, the board is not required to participate in the dispute resolution process prior to board action on any changes in terms and conditions of employment not contained in this agreement.

H. Upon an elementary or a secondary school being identified for school improvement under 20 USC 6316(b), paragraph (1) or (5), or for corrective action under paragraph (7), of for restructuring under paragraph (8), the Employer shall provide the Association with an opportunity to review the school-level data, including academic assessment data, on which the proposed identification is based. If the Association believes that the proposed identification is in error for statistical or other substantive reasons, the Association may provide supporting evidence to the Employer, which shall consider that evidence before making a final response.

SIGNATURES:

President of Board

For the Association

Treasurer

For the Association

For the Association

For the Association

For the Association

PLAIN LOCAL TEACHERS' ASSOCIATION

Constitution and By-Laws

Revised April 2026

PLTA Presidents

Jack Belt	*1968-1969*
Herbert Warren	*1969-1972*
Mike Polilli	*1972-1975*
John Sergi	*1975-1976*
Art Matthieu	*1976-1978*
David Ross	*1978-1983*
Michael Kamionka	*1983-1986*
John Davies	*1986-2001*
David Ross	*2001-2003*
Tom Wheatley	*2003-2007*
Eric Johnson	*2007-2013*
Dave Frederick	*2013-2023*
Jim Walbeck	*2023-*

PLAIN TEACHERS' ASSOCIATION
CONSTITUTION AND BYLAWS

(Stark County, Ohio)
Revised
May 18,1995
October 9, 2008
February 16, 2017
January 23, 2025
April 23, 2026

CONSTITUTION OF THE ASSOCIATION

PREAMBLE

We, the members of the Plain Local Teachers' Association, in order that the Association may serve as spokesperson for teaching employees in the Plain Local School District, advance the cause of education for all individuals, promote professional excellence among educators, promote recognition of the basic importance of the professional educator in the learning process, protect the rights of educators, advance their interests and welfare, secure professional autonomy, unite educators for effective citizenship, promote and protect human civil rights, and obtain for its members the benefits of an independent United Education Profession, do hereby adopt this Constitution.

ARTICLE I
NAME AND AUTHORITIES FOR GOVERNANCE

Section 1. Name. The name of this organization shall be the Plain Local Teachers' Association, hereinafter called the Association.

Section 2. Governance. The Association shall be governed by the Constitution, the By-laws, Robert's Rules of Order, and such other actions as the Representative Assembly and Executive Committee may take consistent therewith.

ARTICLE II
MEMBERSHIP

Section 1. A. Membership in the Association shall be composed of all certificated, non-supervisory personnel, both full and part-time; including Individual Small Group Instructors; employed under contract, or on leave; except substitutes, hourly employees, those

hired on a per diem basis and those employees excluded under 4117.01(c) 1-14 ORC, upon payment of dues.

5. Members shall adhere to the Code of Ethics of the Education Profession.

6. An application for membership shall be subject to review, by the Executive Committee.

7. The Association shall not deny membership to individuals on the basis of race, creed, national origin, or sex.

Section 2. Property Interest of Members. All rights, title, and interest, both legal and equitable, of a member in and to the property of the Association shall end upon termination of his/her membership.

ARTICLE III
REPRESENTATIVE ASSEMBLY

Section 1. Representative Assembly. There shall be a Representative Assembly.

Section 2. Composition. The Representative Assembly shall be composed of the Executive Committee and Building Representatives.

Section 3. Function. The Representative Assembly shall be the governing body of the Association between the general membership meetings and shall perform such functions as stipulated in the By-laws.

Section 4. Meetings.

3. The Representative Assembly shall meet at least monthly except during the months of June, July, and December.

4. A meeting of the Representative Assembly may be called by the President and/or three (3) members of the Executive Committee and/or seven (7) members of the Representative Assembly.

ARTICLE IV
OFFICERS, EXECUTIVE COMMITTEE

Section 1. Officers. The Officers of the Association shall be President, Vice-President, Secretary, and Treasurer.

Section 2. Executive Committee

e. The Executive Committee shall be composed of the Officers, Delegate to the Board of Education, and four (4) Representatives At-Large, one (1) from each level (Elementary, Intermediate School, Middle School, High School) elected by the membership.

f. The Immediate past President may serve on the Executive Committee for a term of one (1) year succeeding the election of a successor.

C. It is the policy of this Association, and it shall take all legally permissible steps to achieve governance and delegate representation of ethnic minority at least proportionate to the ethnic minority membership in the Association.

Section 3. Qualifications of Officers

- All officers shall have been members of the Association for at least the two (2) years prior to their election.

Section 4. Powers and Duties of the President. The President shall, in accordance with the Bylaws:

2. represent the Association as spokesperson on matters of policy, or at his/her discretion, assign responsibility for such representation.

3. cause to be prepared the agenda for the governing bodies of the Association and the program for any general membership meeting of the Association, in consultation with the Executive Committee.

4. appoint all chairpersons of the standing committees of the Association with the approval of the Executive Committee.

5. appoint ad hoc committees, with the approval of the Executive Committee.

6. serve as an ex-officio member on all committees, but shall not vote.

7. review Association policies and recommend priorities to be considered by the Representative Assembly.

8. meet with the Executive Committee prior to all meetings of the Representative Assembly and at other times she/he deems necessary.

9. preside over sessions of the Executive Committee and the Representative Assembly and shall vote.

10. be a member of the Labor/Management Committee.

11. meet with and secure approval of the majority of the Executive Committee and Representative Assembly regarding any proposed adjustments to the terms and conditions of employment covered in the collective bargaining contract, where the contract specifically permits the Association president to make adjustments to the contract.

Section 5. Length of Terms. The term of the Executive Committee shall be for two (2) years beginning July 1 following their election. The Executive Committee shall remain in office through June 30 of the year in which successors are elected.

Section 6. Succession and Vacancies. Vacancies occurring by reason of death, resignation, incapacity, judgment of recall, or other disqualification shall be filled as follows:

C. A vacancy in the office of President shall be filled by the Vice-President who shall complete the unexpired term.

D. A vacancy in the term of Vice-President, Secretary, Treasurer, Delegate to the Board, Representatives-At-Large, or Professional Assistance and Review Committee member shall be filled by an appointment of the President with approval of two-thirds (2/3) of the Representative Assembly.

E. In the event vacancies in the office of both the President and the Vice- President occur, the Representative Assembly shall, by a two-thirds (2/3) vote, elect a member of the Executive Committee to assume the responsibilities of the President until an election can be held to fill the vacancy.

F. If an election must be held to fill the vacancy, the person elected shall take office upon validation of the election by the Representative Assembly and complete the unexpired term.

G. The election for the unexpired term of the President shall be held within sixty (60) days of the vacancy.

Section 7. Recall

B. A member of the Executive Committee may be recalled for violation of the Code of Ethics of the Education Profession for misfeasance, malfeasance, or nonfeasance in duty.

C. Proceedings against the member may be initiated by written petition, listing the specific charge(s), and presented to the Executive Committee to be placed upon the agenda of the next Representative Assembly meeting.

D. A petition against the member must be signed by:

a. one hundred (100) members of the Association or

b. ten (10) members of the Representative Assembly

E. If, after a due-process hearing, an affirmative two-thirds (2/3) vote of the Representative Assembly shall be required to order a recall hearing on the charge(s).

F. The Grievance Committee shall hold the hearing within fifteen (15) days and a majority vote of the Committee shall be required to sustain the charge(s), recall the member, and declare the position vacant.

G. The officer may appeal the decision to a special meeting of the general membership.

ARTICLE V
AMENDING THE CONSTITUTION

Section 1. Proposal of an Amendment. An amendment(s) to the Constitution may be proposed by one or more of the following:

2. a majority vote of the Constitution Committee or

3. a majority vote of the Executive Committee or

4. a petition signed by at least ten (10) members of the Representative Assembly or

5. a petition signed by at least fifty (50) members of the Association.

Section 2. Amendment of the Constitution

e. The proposed amendment(s) to the Constitution shall be presented in writing to the Constitution Committee and read by title to the Representative Assembly.

Provided that the other requirements of this Article have been met, it will then be voted on at the following Representative Assembly.

f. The text of the proposed amendment(s) shall be given to all Association members at least seven (7) days prior to its consideration.

g. The proposed amendment to the Constitution may be debated, refined, and/or amended by the Representative Assembly succeeding the Representative Assembly at which it was presented.

h. The Constitution may then be amended by a two-thirds (2/3) vote of the Representative Assembly.

Section 3. Voting on an Amendment

c. Voting on the proposed amendment(s) to the Constitution shall be by secret ballot.

d. An amendment shall take effect immediately following adoption unless an effective date is specified in the amendment.

Section 4. Withdrawal of a Proposed Amendment. A majority of the body or petitioners may withdraw their proposed amendment(s) by written request to the Constitution committee and approval of the Representative Assembly.

Article VI

No business or financial transaction involving a member of the Executive Committee/Board of Directors or agent of the Association, or their spouse, children, or parents, or otherwise as described in this Section, shall conflict with the fiduciary responsibility of such person to the Association. Such relationships with the members of the Executive Committee/Board of Directors include relationships with any person that would reasonably be expected to affect the person's judgment with respect to the transaction or conduct in question in a manner adverse to the Association.

BY-LAWS OF THE ASSOCIATION

A. EDUCATORS' BILL OF RIGHTS

a. Proclamation. Believing that certain rights of educators are derived from fundamental freedoms that must be universally recognized and respected, the Plain Local Teachers' Association endorses the O.E.A. Educators' Bill of Rights.

1-2 Rights as a Professional. As a member of his/her profession, the educator has the right to:

a. be licensed under professional and ethical standards established, maintained, and enforced by his/her profession.

b. maintain and improve his/her professional competence.

c. exercise his/her professional judgment in presenting, interpreting, and criticizing information and ideas, including controversial issues.

d. influence effectively the formulation of policies and procedures which affect his/her professional services, including: curriculum, teaching materials, methods of instruction, and school-community relations.

e. exercise his/her professional judgment in the use of teaching methods and materials appropriate to the needs, interests, capacities, and the linguistic and cultural background of each student.

f. safeguard information obtained in the course of professional service.

g. work in an atmosphere conducive to learning including the use of reasonable means to preserve the learning environment and to protect the health and safety of his/her students, him/herself, and others.

h. express publicly his/her views on matters affecting education.

i. attend and address legal governing bodies and to be afforded access to their minutes when official action may affect his/her professional concerns.

1-3. Rights as an Employee. As an employee, the educator has the right to:

10. seek and be fairly considered for any position commensurate with his/her qualifications.

11. retain his/her employment in the absence of a showing of just cause for dismissal or non- renewal through fair and impartial proceedings.

12. be fully informed in writing of rules, regulations, terms and conditions affecting his/her employment.

13. have conditions of employment in which his/her health, security, and property are adequately protected.

14. influence effectively the development and application of evaluation procedures.

15. have access to all written materials in his/her personnel file except documents entered prior to original employment, to have documents entered prior to original employment, to have documents placed in his/her personnel file to rebut derogatory information, and to have removed false or unfair materials through a clearly defined process.

16. be free from arbitrary, capricious, or discriminatory actions affecting the terms and conditions of his/her employment.

17. be advised promptly in writing of the specific reasons for any actions which might affect his/her employment.

18. be afforded due process through the fair and impartial hearing of grievances, including binding arbitration as a means of resolving disputes.

19. be free from interference to form or join employee organizations, to bargain collectively through representatives of his/her own choosing, and to engage in other concerted activities, including those supporting other District employees, for the purpose of collective bargaining or other mutual aid or protection.

20. withdraw services when reasonable procedures to resolve impasse have been exhausted.

B. MEMBERSHIP

2-1. Eligibility

a. Membership shall be open to any person permitted by the Constitution and who agrees to adhere to the Code of Ethics of the

Education Profession.

b. Active membership in the Association shall be unified with the National (NEA), State (OEA), District (ECOEA), and Local (PLTA) – (United Education Profession).

2-2. Rights and Limitations

b. Building and general membership meetings shall be open only to Association members.

c. The right to vote and to hold elected office or appointed position shall be limited to Association members.

d. The right to vote on a tentative contract agreement shall be limited to Association members.

e. All members of the Association shall be eligible for United Education Profession services, assistance in the protection of professional and civic rights, and the receiving of reports and publications of the United Education Profession.

2-3. Membership Year. The membership year shall be from September 1 through August 31.

2-4. Membership Dues. Annual United Education Profession dues shall be established by the respective Association. Dues for the 2025-2026 calendar year will be $38 dollars. Dues will raise $3 dollars per year each year thereafter. The Executive Committee will reevaluate the financial status of PLTA funds to determine the need to continue this increase. This reevaluation will occur every five years with the Constitution update. Persons shall pay full membership dues regardless of the date membership becomes effective. Every member shall also pay the dues required by the district, state, and national associations with which this local is affiliated.

2-5. Dues Transmittal. The Association Treasurer shall establish the procedure for transmitting dues to the affiliates (NEA, OEA, ECOEA) with the Secretary- Treasurer of the OEA.

2-6. General Membership Meetings

1. The general membership meetings shall be held at least twice per year, one in spring and one in the fall. Additional meetings may be

called by the President, a majority vote of the Board of Directors/Executive Committee, or a petition to the President signed by at least ten (10) percent of the active membership. Such petitions shall state the purpose of the desired meeting and the business of that meeting shall be limited to consideration of the stated purpose.

[A minimum of two meetings, spaced out over the year meets the requirement of OEA Bylaw 9–2(k) that local associations provide for regular meetings.]

2. General membership meetings will be called for the purpose of explaining a tentative contract agreement or other Association business.

3. Additional general membership meetings shall be called by the Executive Committee or by petition signed by twenty percent (20%) of the members, with as much notice as possible given to the members.

4. Business at a general membership meeting shall be conducted by a simple majority of the members present and voting.

5. Membership shall be given a copy of a tentative contract agreement at least three (3) working days prior to voting. If a copy of a tentative contract agreement is given to members at a general membership meeting, voting shall be held in the buildings three (3) working days later.

6. Section “D” may be suspended by a simple majority vote of those present.

C. REPRESENTATIVE ASSEMBLY

3-1. Functions. The Representative Assembly shall:

a. establish Association policies and objectives

b. establish local Association dues.

c. Amend the Constitution and By-laws as provided herein.

d. adopt the rules and agenda governing its meetings.

e. enact such other measures as may be necessary to achieve the

goals and objectives of the Association which are not in conflict with the Constitution and By-laws.

f. establish a simple majority of the Representative Assembly as a quorum.

3-2. Allocation of Building Representatives

B. Allocation of Building Representatives shall be in the ratio of one (1) representative for each twenty (20) members of the Association or fraction thereof in each building during the previous year.

C. There may be representation on the Representative Assembly of ethnic-minorities at least proportionate to the ethnic-minority membership in this Association.

3-3. Recall of a Building Representative

G. A building Representative may be recalled for violation of the Code of Ethics of the Education Profession for misfeasance, malfeasance, or nonfeasance in duty.

H. A petition against a Building Representative must be signed by:

a. twenty-five percent (25%) of the members of the building or

b. seven (7) members of the Representative Assembly.

I. If, after a due-process hearing, an affirmative two-thirds (2/3) vote of the Representative Assembly shall be required to order a recall hearing on the charge(s).

J. The Grievance Committee shall hold the hearing within fifteen (15) days and majority vote of the Committee shall be required to sustain the charge(s), recall the Building Representative, and declare the position vacant.

K. The Building Representative may appeal the decision to a special meeting of the general membership.

3-4. Executive Committee members shall be voting members of the Representative Assembly.

3-5. Each member of the Representative Assembly shall maintain all materials pertaining to his/her term of office. All materials shall be forwarded to the newly elected person.

D. EXECUTIVE COMMITTEE. The Executive Committee shall:

4-1. meet prior to all Representative Assembly meetings.

4-2. approve the agenda for all Representative Assembly meetings prior to the meetings.

4-3. hear all committee reports.

4-4. carry out all business as directed by the Representative Assembly.

4-5. act for the Association according to its guidelines between Representative Assembly meetings.

E. OFFICERS

5-1. President. The President shall receive a stipend of two thousand dollars ($2000.00) effective 2025-2026 school year.

5-2. Vice-President. The Vice-President shall:

a. preside in the absence of the President

b. be the alternate Delegate to the Board of Education.

c. provide digital access of Robert's Rules of Order at all Executive Committee and Representative Assembly meetings.

d. perform other duties as may be assigned by the President.

e. be a member of the Labor/Management Committee.

f. receive a stipend of one thousand dollars ($1000.00) effective 2025-2026 school year.

5-3. Secretary. The Secretary shall:

- record and keep the minutes of Executive Committee and Representative Assembly meetings. Copies of the minutes of the Executive Committee meetings shall be made for members of the Executive Committee. Copies of the minutes of the Representative Assembly meetings shall be made for members of the Representative Assembly.

- provide copies of the Representative Assembly meeting agenda to

all participants, prior to the meeting.

- perform other duties as may be assigned by the President.
- receive a stipend of one thousand dollars ($1000.00) effective 2025-2026 school year.
- handle all correspondence for the Association as requested by the Executive Committee and/or Representative Assembly.

5-4. Treasurer. The Treasurer shall:

1. receive all monies belonging to the Association.
2. make payments when authorized by the President and/or Executive Committee.
3. keep on file a current list of the names, addresses, and telephone numbers of all members (directory).
4. keep an itemized account of all receipts and expenditures and make a report at each Representative Assembly meeting.
5. appoint an in-house auditing committee with the approval of the Executive Committee, perform an audit of the previous fiscal year, and report findings in October to the Representative Assembly.
6. affirm the fiscal year of the Association as September 1st through August 31st.
7. perform other duties as may be assigned by the President.
8. receive a stipend of one thousand ($1000.00) effective 2025-2026 school year.

5-5. The Immediate Past President. The Immediate Past President may:

(5) serve on the Executive Committee for a term of one (1) year succeeding the election of a successor.

(6) receive a stipend of one hundred dollars ($100.00) effective 1989-1990 school year.

F. DELEGATE TO THE BOARD OF EDUCATION. The Delegate to the Board of Education shall:

6-1. attend all meetings of the Plain Local Board of Education.

6-2. report all actions taken by the Board to the Representative Assembly at its meetings.

6-3. receive a stipend of four hundred dollars ($400.00) effective 2009-10 school year.

G. REPRESENTATIVES AT-LARGE. Representative At- Large shall:

7-1. attend all meetings of the Executive Committee and the Representative Assembly.

7-2. consult with the Building Representatives of his/her respective level in regards to matters to be brought before the Executive Committee.

7-3. present to the Executive Committee all matters referred to him/her by any building representative from his/her respective level.

7-4. assure to the Executive Committee that Building Representatives at his/her respective level are conducting monthly Association meetings.

7-5. receive a stipend of four hundred dollars ($400.00) effective 2021-2022 school year.

H. BUILDING REPRESENTATIVES. The Building Representative shall:

8-1. attend all meetings of the Representative Assembly.

8-2. appoint an alternate if unable to attend a meeting of the Representative Assembly.

8-3. report monthly all action taken by the Representative Assembly to the members he/she represents in a building meeting.

8-4. be responsible for conveying a Building Representative's report from information garnered from his/her members.

8-5. be a member of the Membership Committee.

8-6. issue and collect all membership forms and dues according to the directives of the Membership Chair.

8-7. be responsible for the issuing, collecting, and counting of ballots in his/her respective building, and submit all ballots and a tally to the Chair of the Elections Committee.

8-8. enforce the negotiated contract.

8-9. immediately notify the President and/or Grievance Chair of any meeting between an administrator/evaluator and a member of the Association in which the Building Representative serves as an observer or a participant.

8-10. conduct an OEA Fund for Children and Public Education drive.

8-11. distribute all Association newsletters and special reports.

8-12. assist new members.

8-13. receive twenty dollars ($20.00) for each Representative Assembly attended from August through May, effective 2021-2022 school year.

I. ELECTIONS

9-1. Candidates for Election. All candidates for any office shall be members of the National Education Association, Ohio Education Association, East Central Ohio Education Association and Plain Local Teachers' Association.

9-2. Nomination of Candidates

a. A candidate shall submit a letter of intent and a list of qualifications to the Chair of the Nominating Committee by March 15.

b. A candidate may be placed in nomination by the Nominating Committee with the consent of the individual.

c. A candidate may be placed in nomination from the floor at the Representative Assembly with the consent of the individual.

d. Positions to be elected shall include:

President
Vice President Secretary
Treasurer
High School Rep-at-Large Middle
School Rep-at-Large
Intermediate School Rep-at-Large
Elementary Rep-at-Large Delegate to the
Board
Building Reps

9-3. Nominating Committee

- The President, with the approval of the Executive Committee, shall appoint a Nominating Committee Chair and a Committee of four (4) members.

- The Nominating Committee shall:

  - make every endeavor to prepare a slate of no less than two (2) candidates for each position.

  - report the slate of candidates to the Executive Committee to be placed on the agenda for the Representative Assembly.

  - present the adopted slate of candidates to the Elections Committee Chair.

9-4. ELECTIONS COMMITTEE

2. The President, with the approval of the Executive Committee, shall appoint an Elections Committee Chair and an Elections Committee of two (2) members.

3. The Elections Committee shall:

   a. prepare all official ballots.

   b. set the date of all elections prior to May 1.

   c. assure that every member of the Association shall receive a ballot for the election of person seeking office.

   d. instruct the Building Representative as to the distribution, voting, collection, and tabulation of all ballots.

   e. tabulate, certify, and report all election results to the Executive Committee.

   f. conduct all elections and ratification of collective bargaining agreements in accordance with the guidelines set forth in the OEA Elections Manual.

4. Election of Executive Committee shall be conducted by secret ballot in each building during one (1) school day designated by the

Election Committee.

5. All marked, unmarked, and voided ballots, and all other records pertaining to the election of the Executive Committee of this Association, and OEA and NEA delegates and alternates, shall be preserved for one year from the date the election was held. Such ballots and other records shall be made available to OEA officers upon request for inspection and examination.

6. In the event that a candidate(s) is unopposed for an elected position, the requirement for a secret ballot may be waived. The unopposed candidate(s) shall be declared elected by acclamation if no objections are raised by the Executive Committee of the Association.

a. Terms of Offices.

i. Executive Committee – Members of the Executive Committee, and the Immediate Past President, shall be elected for a two (2) year term in the odd-numbered years. Terms shall begin July 1 following their election and end June 30 in the year in which successors are elected.

ii. Building Representatives

Building Representatives shall be elected for a two (2) year term. Terms shall begin July 1 following their election and end June 30 of the year in which successors are elected.

iii. Professional Assistance Review Committee Members:

Seven (7) teachers will be elected to the Professional Assistance Review Committee at each grade level. All elected terms shall be three (3) years on a rotating basis. Beginning with the 2014 – 2015 school year the cycle shall be as follows:

1. High School / Middle School / Intermediate (elected April 2014).
2. Elementary School / Middle School (elected 2015).
3. Elementary School / High School (elected 2016).

I. STANDING COMMITTEES

10-1. The president shall appoint the Chair of each of the following Standing

Committees with the approval of the Executive Committee. Each appointment shall be for a two (2) year term.

a. OEA Fund for Children and Public Education

b. Communications
c. Membership

d. Negotiations

e. Grievance

f. Constitution

g. Scholarship

h. Labor/Management

10-2. Standing Committee Chair

B. The Chair of a Standing Committee shall:

a. appoint members to that Committee with the approval of the Executive Committee. Every endeavor shall be made to achieve representation from the Elementary, Intermediate, Middle, and High Schools.

b. schedule meetings to fulfill the responsibilities of the Committee.

c. report to the Executive Committee.

C. Chair of Communications Committee shall receive a stipend of four hundred dollars ($400.00) effective 2008-09 school year.

10-3. Duties of the Standing Committee

c. OEA Fund for the Children in Public Education – The OEA Fund shall:

i. inform members of local, state and national legislation affecting the profession.

ii. participate in NEA/OEA/OEA Fund.

iii. maintain a good relationship with elected officials.

iv. administer OEA Fund for Children in Public Education fundraising activities.

v. strive for member education of and participation in the political process.

d. Communication Committee – The Communications Committee shall:

i. prepare and distribute all Association publications, including those distributed electronically, as directed by the President and/or the Executive Committee.

ii. make known the services offered by the OEA Division of Communications to the Executive Committee.

e. Membership Committee – The Membership Committee shall:

i. plan and promote an annual campaign for membership.

ii. compile a current list of all members' names, addresses, and phone numbers, and shall present a copy of such list to the Secretary and Treasurer.

f. Negotiations Committee – The Negotiations Committee shall:

i. be responsible to negotiate all matters pertaining to wages, hours, or terms and other conditions of employment, and for the continuation, modification, or deletion of an existing provision of the contract.

ii. survey the members to establish items of concern.

iii. establish priority items for negotiations.

iv. write initial proposals.

v. seek professional training in negotiations.

g. The Negotiations Team – The Negotiations Team shall:

i. be comprised of the Consultant, and four (4) members of the Negotiations Committee appointed by the Chair with the approval of the Executive Committee.

ii. be responsible for submitting the Committee's initial

proposals to the Board of Education, caucusing with the Committee, and making counter- proposals.

iii. be responsible to seek a tentative agreement with the Board of Education.

iv. explain the tentative contract agreement to Association members.

h. Grievance Committee – The Grievance Committee shall assist any member with a contract matter.

i. Constitution Committee – The Constitution Committee shall:

i. propose any amendment that the Committee feels is necessary.

ii. receive written proposed amendments to the Constitution and By-laws.

iii. write or format such amendments in constitutional language.

iv. present amendments to the Executive Committee for their placement on the agenda of the Representative Assembly.

j. Scholarship Committee – The Scholarship Committee shall:

i. select a recipient of the Plain Local Teachers' Association Aspiring Educator Scholarship.

ii. report the selection to the Executive Committee.

iii. present the award and a plaque to the recipient at the GlenOak High School Senior Awards Assembly.

1. The Labor/Management Committee shall:

a. meet with Central Office Administration monthly or as needed to discuss matters pertaining to the relationship between the Association and the Board.

b. seek to settle claims of alleged violations, misinterpretations, miscommunication or misapplication of the contract or board policy or other professional matters at this level.

c. seek to maintain an on-going, open and honest line of communication between the parties.

d. report results of such meeting to R.A. monthly.

i. Each member of the Standing Committee shall be entitled to receive ten dollars ($10.00) for each meeting attended.

J. AFFILIATIONS

11-1. The Association shall affiliate with the NEA, OEA, and ECOEA.

11-2. The Association shall affiliate with any other organization that seeks to achieve the goals of the Association.

11-3. The Ohio Education Association represents the Association on all matters concerning the Association before the State Employment Relations Board (SERB).

K. EXPULSION OF MEMERS

12-1. According to procedures adopted by the Association, the Board of Directors/Executive Committee may censure, suspend from membership, or expel any member for one or more of the following reasons:

A. Violation of the Code of Ethics of the Education Profession.

B. Conviction of a felony.

C. Actively engaging in, or actively supporting activities directed against the constitutional purposes of the Association to bring about changes in the Association by means other than those that are consistent with the Association's Constitution.

12-2. The Board of Directors/Executive Committee may reinstate members previously suspended or expelled.

[Though rarely used, local associations must have procedures for the discipline of members who act contrary to the purpose of the Association. An example of a contrary act is a member who crosses a picket line and works during a strike.]

[The sample language in Sections 8-1 and 8-2 are necessary to comply with section 9-2(b) in the OEA Bylaws.]

L. The Association guarantees that no member may be censured, suspended, or expelled without a due process hearing, which shall include

an appropriate appellate procedure.

[Before acting to censure, suspend, or expel a member, a local association should adopt adequate due process procedures, which include: providing the accused member with adequate notice of the charges, a right to a hearing, and the right to be represented.]

[The sample language in Section 9-1 is necessary to comply with section 9-2(b) in the OEA Bylaws.]

M. AMENDING THE BY-LAWS

14-1. The proposed amendment(s) to the By-laws shall be presented in writing to the Constitution Committee.

14-2. The Constitution Committee shall report the proposed amendment(s) to the Executive Committee for placement on the agenda of the Representative Assembly.

14-3. A written proposal of the proposed amendment(s) shall be provided to each member of the Representative Assembly.

14-4. The proposed amendment may be debated, refined, and/or amended prior to voting by the Representative Assembly.

14-5. The Representative Assembly shall vote on the proposed amendment by secret ballot.

14-6. The By-laws may be amended by a two-thirds (2/3) majority of the Representative Assembly of those present and voting.

14-7. Amendments to the By-laws shall take effect immediately following adoption unless an effective date is specified in the amendment.

N. DISSOLUTION OF ASSOCIATION

15-1. A petition for dissolution of the Association may be presented in writing to a meeting of the general membership by any member in good standing and must contain the signature of three-fourths (3/4) of the total membership of the Association.

15-2. Upon receipt of the petition for dissolution by the total membership, the Association shall act upon the petition at the next general membership meeting.

15-3. The Association shall be considered dissolved if three- fourths (3/4) of the total membership vote by secret ballot is in favor of dissolution.

15-4. The effective date of dissolution shall be thirty (30) days from the date of the vote, thus allowing for the disposal of assets and liabilities.

15-5. In the event of dissolution of the Association, all assets of this organization remaining after payment of all obligations shall be distributed to The Plain Local Schools Foundation provided that it is an entity recognized as exempt from Federal taxation. In the event that The Plain Local Schools Foundation is not then recognized as tax exempt, such assets shall then pass to Akron Children's Hospital provided that it is recognized as exempt from Federal taxation.

This Constitution and these Bylaws shall become effective April 23, 2026, following their adoption, and shall remain in effect until amended according to regulations herein provided.