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STATE EMPLOYMENT  
RELATIONS BOARD

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## Agreement

Between The

Miami East Board Of Education

And The

Miami East Education Association

July 1, 2011

to

June 30, 2015

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\* For informational purposes only

## Article I

### Preamble

The Miami East Local School District Board of Education, hereinafter referred to as the "Board" and the Miami East Education Association, an OEA/NEA affiliate, hereinafter referred to as the "Association" hereby enter into this agreement in consideration of their respective rights, obligations and liabilities.

## Article II

### Rights Of Parties

#### A. Recognition

Pursuant to the provisions of R.C. Chapter 4117, the Board hereby recognizes the Association as the exclusive representative of employees in the bargaining unit. For purposes of this Agreement, the bargaining unit shall be defined as all full time and part time certificated teaching employees, employed by the Board, excluding any other employees in any other bargaining unit and managerial, supervisory and/or confidential employees.

#### B. Board Rights

Except as otherwise expressly provided in this Agreement, the Board reserves and retains solely and exclusively all of its rights, pursuant to and consistent with applicable state and federal law, to manage, direct, and control the operation of the District. These rights include, but are not limited to such areas of policy as: the determination of qualifications and standards for teachers; the hiring, promotion, assignment and direction of teachers; the suspension, discharge, release or other disciplinary action against teachers; the determination of methods, means and personnel by which the employer's operations are to be conducted.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof shall be limited only by the specific and express terms of this Agreement.

#### C. Association Rights

1. The Association, with the notification of the building administrator, may use Board facilities for the purpose of conducting meetings of Association members provided such use of the facilities does not conflict with the performance of the Board's business.
2. The Association President, not later than the day prior to a Board meeting, shall be provided with a copy of the Board agenda.
3. Individuals will initial or sign unified membership (MEEA, WOE, OEA, NEA) forms for payroll deduction. It is understood that such authorization may be revoked by said employee upon the giving of written notice to the Board and the Association. The Association shall furnish to the Board each school year at least one week prior to the date of the first check in October, an alphabetical list of its members which include any amounts to be payroll deducted by the Board.

“The Association and Administration will acknowledge each other’s contributions and commitment. This will include targeting new teachers with a support statement included with their first contract and presenting information at the first year teachers’ meeting. A joint presentation at the opening of school meeting when administrators can share their teaching experiences as association leaders and members will be given when appropriate. The Association will be given ½ day per month (tied to subbing for LMC) for one member to work on newsletters. Any outsourcing of current unit positions will be considered only after options have been discussed in the Labor Management Committee.”

When the Association has attained membership equal to or in excess of eighty (80) percent of the bargaining unit, the Board and Association shall reopen negotiations to discuss membership options.

The initial deduction will be taken from the first payroll check in October and will be taken for twenty-two (22) consecutive pay periods.

4. Provided fifteen (15) staff members participate, teachers may designate to the Treasurer the amount to be deducted and transmitted to either a political party, specific candidate, or a teachers’ political action committee (OEA-FCPE). Deductions shall be in equal amounts from each paycheck.
5. Approved annuity programs (Section 403b and 457b) programs will be authorized upon the written request of a teacher. Payroll deductions of equal amounts throughout the year from each enrolling teacher’s pay will be made for those teachers authorizing deductions. Changes in deductions shall be given to the Treasurer’s office prior to the end of the second full week of September, January, and April. Such deductions will continue from year to year until said teacher gives written notice to the Treasurer that they are to be discontinued.

Withholdings for annuities will be mailed to the annuity companies within five (5) days after receipt of the annuity billings.

6. Credit Union deductions may be authorized at any time. Changes in deduction amounts shall be effective on the pay period following receipt of information from the credit union. Deductions will be made from each paycheck.
7. The Board will provide a direct deposit program for payroll checks for all full-time and part-time certificated employees. This will be available during an enrollment period each fall and other times agreed upon by both parties.
  - a. The participant must bank with a financial institution that is able to receive Direct Deposits through electronic data transfer of funds.
  - b. Upon receipt of required forms there will be a ten (10) day processing period. Participation will begin with the paycheck following that period.
  - c. Any change in the account status requires a thirty (30) day notice to the treasurer's office. During this time automatic payments will cease and employees will receive payroll check.
8. The Board and the Association agree that the provisions of this Section, as a tax deferred plan, must be in full compliance with Internal Revenue Service ruling 81-36, and be in compliance with all applicable laws as well as the following provisions:

- a. The Board agrees to authorize the Treasurer to reduce each teacher's salary, (including supplemental), by the amount the teacher is to contribute to his or her retirement system. The Board shall pay to STRS the amount of each teacher's share on behalf of the individual teacher.
  - b. It is understood that it is the responsibility of each individual teacher to make any necessary adjustment(s) in any other tax sheltered annuities he/she has in order to be in compliance with the IRS laws and regulations.
  - c. The Board is not liable, nor will it be held responsible, for any related legal, IRS, STRS, or any other agencies' penalties or decisions concerning this plan now or in the future.
  - d. The Association agrees to indemnify and save the Board harmless against any and all claims that shall arise out of or by reason of any action taken by the Board in compliance with provisions of this Article.
  - e. Members shall be offered the opportunity to participate in a full-range 125 Plan in accordance with Section 125 of the IRS Code. All administrative costs shall be borne by the board.
  - f. Members shall be offered the opportunity to participate in a 457b plan (deferred compensation) in accordance with Section 457b of the IRS Code. Changes in deductions shall be given to the Treasurer's office prior to the end of the second full week of September, January, and April. All administrative costs shall be borne by the Board.
  - g. The following payroll deductions will be calculated pre-tax: service credit, 125, 403b, 457b.
9. Members shall be offered the opportunity to participate in a 529 plan (college tuition savings program) in accordance with Section 529 of the IRS Code. Changes in deductions shall be given to the Treasurer's office prior to the end of the second full week of September, January, and April. All administrative costs shall be borne by the Board.

### Article III

#### Teaching Conditions

##### A. Board Policies

The Board will provide its full support and all necessary assistance concerning all Board-adopted policies now in effect or hereinafter adopted.

##### B. School Calendar

1. Prior to November 15th, of the year of the expiring calendar, the Association will notify the Superintendent of the members of the calendar committee.
2. The Superintendent shall meet with three representatives of the Association, one from each of the following areas: K-5, 6-8, 9-12, prior to January 7th for the purpose of designing (two choices) of a 2-year calendar, including five (5) make-up days as required by O.R.C..
3. The Superintendent will distribute calendar choices to all staff for their vote by January 15th.

4. A school calendar shall be recommended to the Board by the Superintendent no later than the February meeting.
5. The Board shall make the approved calendar available to all staff prior to March 31st.
6. In the event that all five (5) make-up days listed on the calendar have been exhausted, additional make-up days will be established by the Superintendent.
7. Teachers will work 184 school days. In the event teachers receive a stipend outlined in Article VI, section B, #0, teachers will work 186 days.

C. Duty Free Lunch

The daily schedule for all teachers shall include a duty-free lunch period of at least thirty (30) minutes during each school's normal lunch time hours.

D. Class Size

1. It shall be the policy of the Board to establish and maintain a favorable class size, depending upon classroom space and available funds. The administration shall attempt to adjust class loads as equitably as possible within the School District. All efforts will be made to ensure that no grade level will experience consecutive years of large class sizes without assistance. Aides can be utilized to assist with class size after other possible options to assist with large class sizes have been explored. These could include:

-classroom aides in the form of: grade level, across grade levels, individual classroom, etc.

-utilization of current staff (aides, intervention tutors, Title I instructors, etc.)

-additional teacher

- trained committed parent volunteer(s)

2. Class Size/Load

- A. Secondary Level (Grades 7-12) - The target class size should be no more than twenty-eight (28).

- B. Primary Level (Grades K-6)

1. To request an educational aide:

- a. K-2 average class size per grade level per building = 23

- b. 3-6 average class size per grade level per building = 25

2. To request a teacher for a particular class level:

- a. K-6 average class size per grade level per building = 28

C. Time frames for requesting assistance

1. Requests for assistance will be made in writing using attached form (Attachment J).
2. The superintendent will respond in writing to requests within 10 contract days.
3. Requests for assistance may be made at the end of the first and/or second grading period.
4. Changes in enrollment could result in changes in aide assignments.

E. Excessive Enrollment

**Grades K-5:** When the classroom enrollment is 30 or more students for any nine-week grading period, the teacher will be granted an additional \$200 for each semester, payable, upon request, the pay period following the end of the semester.

**Grade 6:** \$200 will be paid as above, except that the enrollment figure must be 32 or more students.

**Grades 7-12:** When all classes for an individual teacher exceeds 170 students in any nine-week grading period, the teacher shall be paid \$200 as above.

**Grades K-6 Combination Grade:** When the classroom enrollment is 21 or more students for any nine-week grading period, the teacher will be granted an additional \$200 for each semester, payable, upon request, the pay period following the end of the semester.

**Educational Service Personnel:** Any teacher who teaches art, music, and/or physical education, and who is responsible for evaluating more than four hundred (400) students within a nine-week grading period, shall be paid \$200 in the pay period following the end of the semester.

**Special Education Personnel K-8:** When the student enrollment is 17 or more for any nine-week grading period, the teacher will be granted an additional \$200 for each semester, payable, upon request, the pay period following the end of the semester.

**Special Education Personnel 9-12:** When the student enrollment is 25 or more for any nine-week grading period, the teacher will be granted an additional \$200 for each semester, payable, upon request, the pay period following the end of the semester.

Within two weeks of the conclusion of each semester, the teacher will request, in writing, the excessive enrollment stipend.

F. Appraisal Process

The administration will annually (September-October 15) review with the professional staff the current established process of teacher evaluation. The review is essential so that each staff member will understand the evaluation process. See Attachment Appraisal Process

Any changes in the teacher appraisal instrument shall first be discussed between the administration and the Association. A joint committee of six (6) individuals, three (3) appointed by the Board and three (3) appointed by the Association, shall be established for its consideration.

This appraisal process supersedes ORC 3319.111.

#### G. Complaints Against Teachers

1. Any complaint that concerns another teacher's professional activities should be submitted in writing by the complainant (fellow teacher, parent, pupil, taxpayer) to the building administrator. The building administrator shall give a copy to the teacher. School administrators may pursue complaints against teachers without formal written statements.
2. A meeting involving the teacher, the principal, and the complainant will be arranged at a mutually convenient time to discuss the complaint. A written summary of disposition will be prepared by the Administrator and given to all parties within 10 school days.
3. If the disposition is not satisfactory to any of the involved parties, it may be appealed to the Superintendent within 10 school days. A written summary of disposition will be prepared by the Superintendent and given to all parties within 10 school days. If the disposition is not satisfactory to any of the involved parties, it may be appealed to the Board within 10 school days.
4. If the disposition is not satisfactory to any of the involved parties, it may be appealed to the Board within 10 school days.

In each of the previous steps, a teacher may request, and be accompanied by, an Association representative.

Conferences regarding such complaints shall be in private.

#### H. Use Of School Equipment

Email use by the Association is permitted under the guidelines of Acceptable Use Policy.

#### I. Educational Aides

The Board will make every reasonable attempt to employ sufficient educational aides to supervise study halls, bus duty, school yards, lunch rooms and school halls.

#### J. Substitute Teacher Policy

1. Every reasonable effort shall be made to acquire or recruit substitutes for absent teachers. Except where the Superintendent and/or principal deems it an emergency, a regularly employed teacher will not be required to cover for an absent teacher. In cases when a teacher does serve as a substitute, the teacher shall be reimbursed at the substitute rate of pay pro-rated. The teacher shall be responsible for submitting the proper documentation to the building administrator as soon as possible. Payment for periods covered shall be made at the next available and appropriate pay period.
2. Long Term Substitutes

When a substitute is employed by the Board on a long term basis, he/she will be compensated at a rate approved for "substitutes after 10 consecutive days in the same position". Once the substitute has taught for sixty days, he/she will receive salary, fringes and benefits afforded to members of the collective bargaining unit.

## K. Drug/Alcohol Free Workplace

The Board and the Association believe that quality education is not possible in an environment affected by illegal drug use and/or abuse of alcoholic beverages. The Board and Association will maintain a drug/alcohol free educational setting in full compliance with federal, state and local laws including the Drug-Free Workplace Act and the Drug-Free Schools and Communities Act.

In compliance with those laws, the Board prohibits the manufacture, distribution, dispensation, possession or use of alcoholic beverages and/or controlled substances (illegal drugs) by any employee during work hours, on Board premises, or at any activity or function sponsored by or related to employment with the Board. "Controlled substance" refers to drugs subject to federal or state regulation, making their manufacture, distribution, dispensation, possession or use a crime. Medications used as prescribed by a treating physician or dentist are excluded.

As a condition of employment, each employee shall be required to notify his or her supervisor of any conviction of a criminal drug statute for a violation occurring during work hours, on Board premises, or at any activity or function sponsored by or related to employment with the Board. Such reports must be made not later than five days after such conviction. Any employee who violates the terms of this provision shall be subject to disciplinary action in accordance with local, state and federal laws, up to and including termination of employment. A disciplinary action may include the completion of an appropriate rehabilitation program.

The Superintendent shall, in consultation with the Association, establish whatever programs and procedures are necessary to meet federal certification requirements for compliance with the Drug-Free Workplace Act and the Drug-Free Schools and Communities Act, but which also comply with and do not interfere with this Agreement.

## L. Special Education

1. State and Federal mandates require special education teachers / intervention specialists to write Individualized Education Plans (IEP). As a result of these additional mandates, special education teachers / intervention specialists, upon request, will be granted up to four release days per year, for the purpose of writing and communicating IEP's, quarterly meetings, etc. However, in the event a special education teacher / intervention specialist has an excessive caseload, additional days may be granted if the need is demonstrated.
2. Special education teacher / intervention specialist will be afforded appropriate input regarding the placement of identified students with special needs.
3. Special education teacher / intervention specialist will provide regular education teacher with a copy of student's IEP and/or list of modifications prior to the academic year or at the time the IEP is revised.
4. Inclusion shall mean the placement of children with identified disabilities whose least restrictive environment has been determined to include the regular education classroom. The Board shall provide access to training for all regular teachers working with students included within the classroom.
5. All regular education teachers who are working with students with identified disabilities should be part of the IEP. Principals may give regular and special education teachers release time to work on IEP goals during the normal work day.

6. Once IEP's are established for "included" students, all IEP provisions must be met, and the District shall provide sufficient resources and support personnel to achieve the IEP's.
7. The assignment of students for "inclusion" shall be made on a case by case basis. Every effort will be made to keep those classes with "included" students as small as possible.
8. The certificated teacher who is working with students with identified handicapping conditions shall have access to direct assistance from a certified special education teacher.
9. The certified staff shall not be responsible for any lifting, diapering, toileting of any student nor the administering of medications or the performing of medical procedures.

#### M. Progressive Discipline Procedures

1. The Administration may take progressive disciplinary action against any teacher for conviction of a felony or a major misdemeanor or for violations of or failure to comply with, any provisions of this contract or any reasonable rules and regulations adopted by the Board of Education. All violations are cumulative. Such disciplinary action shall be imposed as follows:
  - a. **Step 1 - First Offense** - Verbal warning to the teacher in a conference with the principal.
  - b. **Step 2 - Second Offense** - The offense shall be reduced to writing by the principal and copies given to the teacher and Superintendent. The written warning shall be initialed and dated by the teacher. The initials shall not indicate agreement with the warning's content, but shows only the teacher has received a copy of the written warning.
  - c. **Step 3 - Third Offense** - A written reprimand may be placed in the teacher's personnel file after a conference has been held by the Superintendent with the affected parties.
2. Upon the initiative of the Superintendent for good cause shown, Steps 1, 2, and 3 above may be suspended and a teacher brought before the Superintendent directly for disciplinary action. The Superintendent may suspend a teacher without pay for a period not to exceed three days.
3. The teacher shall be notified of his/her right to representation at each step.
4. Disciplinary action is subject to the grievance procedure as set forth in this Agreement. No teacher shall be reprimanded or disciplined without just cause. A suspension shall be held in abeyance until any grievance has been heard.
5. Nothing herein shall preclude the Board of Education from instituting termination proceedings pursuant to Sections 3319.16 and 3319.161 of the O.R.C. at any time when, in the sole and exclusive discretion of the Board, it is determined such action is warranted.

#### N. Mentor Program

Teachers acting as mentors in assisting other teachers new to the school system shall act in this position on a strictly voluntary basis.

The mentor is prohibited from acting in any type of supervisory role or to assume any supervisory activities. Evaluations shall be conducted solely by the administration without any input from the

mentor nor shall the mentor teacher be requested or directed to make any recommendation regarding the continued employment of the "client" teacher.

Other than a notation to the effect that a teacher has served as a mentor, the teacher's activities as a mentor shall not be part of that teacher's evaluation.

#### O. Job Descriptions

A joint committee shall be created consisting of two (2) Principals and two (2) Association Representatives to formulate recommendations to the Superintendent regarding job descriptions.

#### P. Harassment, Intimidation, or Bullying

1. "Harassment, Intimidation, or Bullying" means any intentional written, verbal, graphic, or physical act that a student or group of students exhibits toward school personnel which:
  - a. causes mental or physical harm and
  - b. is sufficiently severe, persistent, or pervasive to create an intimidating, threatening, or abusive educational environment.

This also means electronically transmitted acts i.e., internet, cell phone, personal digital assistance, or wireless hand-held devices. Specific examples of threatening or harassing conduct can be referenced in Administrative Guidelines 5517.01.

2. Procedures for reporting complaints of threats or harassments can be found in the Administrative Guidelines for bullying and other forms of aggressive behavior, section 5517.01. Actions taken will follow the aforementioned guidelines, ORC, and/or student code of conduct.
3. Nothing in this contract shall prohibit a staff member from filing criminal charges personally.

#### Q. Miscellaneous

1. The Board shall provide the Association with a seniority list of all bargaining unit employees.
2. The Board shall furnish each employee with a copy of a staff directory containing the name and address of bargaining unit employees.
3. Building administrators will utilize a site-based committee to create a survey for the purpose of soliciting employee feedback to be completed and returned by May 1<sup>st</sup>.

## Article IV

### Teacher Contracts

#### A. Criminal Investigation

In the event an applicant for a position of employment with the Board is deemed otherwise qualified for the position, and the Board is prepared to hire said applicant, it is understood and agreed that said applicant is hired contingent on verification of an acceptable report from the Ohio Bureau of Criminal Identification and Investigation and from the Federal Bureau of Investigation, if a Federal Bureau of Investigation criminal records check is required by law.

It is further understood that said verifications, of criminal records checks may not be available to the Board before the applicant is to be hired, and begins employment. During such waiting period, the affected employee shall receive all contractual rights contained within the Master Agreement. In the event verification of the employee's records checks disqualify the employee for employment, the employee shall be deemed to be outside the bargaining unit, shall be terminated forthwith by the Board without further recourse, and the Association shall incur no further obligation to represent or defend such employee.

#### B. Re-Employment And Termination

1. All personnel shall be considered for re-employment only upon recommendation of the Superintendent. All deadlines as provided by Ohio law shall prevail.
2. A teacher may terminate his/her contract with the Board by written resignation at the close of any school year and prior to July 10, or at any other time by mutual consent of the teacher and the Board.
3. The Board may terminate a teacher's contract for gross inefficiency or immorality; for falsification of sick leave; for Proficiency Test cheating; for willful and persistent violation of the reasonable regulations, and/or policies of the Board; or for other good and just causes.
4. All proceedings for the termination of a teacher's contract by the Board shall be in compliance with Section 3319.16 of the Ohio Revised Code.
5. Physical Exam: The Board may request a physical examination during the course of a contract to determine the physical ability of the employee to satisfactorily perform the duties of the position. Any examination requested by the Board shall be at the Board's expense.

#### C. Limited Contracts

Teachers will be granted one-year contracts upon initial employment. Upon evidence of satisfactory performance, renewals of limited contracts will be successively one, two and three years and thereafter each renewal will be for three years.

When a teacher is notified that they are being placed on a one year probationary contract as a result of deficiencies identified through the appraisal process, the teacher will meet with administration in order to develop an improvement plan.

#### D. Continuing Contracts

Teachers expecting to be considered for continuing contract status must notify the Superintendent in writing prior to September 30 of the school year of their eligibility. It is understood that the teacher surrenders the remaining years of an existing limited contract and will abide by the rules pertaining to request for continuing contract status. Any teacher who fails to provide this notification will not be eligible or be considered for continuing contract status that school year.

Continuing contracts will be granted as per Ohio Revised Code 3319.11 which gives the Board the following options: 1) grant a continuing contract 2) reject the request for continuing contract and non-renew the teacher 3) create an observation period, up to two years, to address concerns and then either grant the continuing contract or non-renew.

The teacher may withdraw his/her request for continuing contract without prejudice by notifying the Superintendent in writing by January 30 and returns to their current contract.

#### E. Supplemental Contracts

1. All members assigned additional responsibilities and granted additional compensation for such responsibilities shall be given a written supplemental limited contract that is in addition to their regular contract.
2. Nothing herein contained shall be construed to prohibit the Board from offering a supplemental contract to any individual classroom teacher, such additional time to be paid at the rate as established by contract, provided that no individual teacher shall be required to accept a supplemental contract. Nor shall anything herein contained be construed to prohibit the addition of supplementary contract categories to the schedule as proposed. (ORC 3319.08). Such positions shall be a matter for negotiations.
3. Present qualified members of the bargaining unit shall be offered any supplemental position before it can be offered to any individual outside of the unit.

#### F. Rehiring Retired Teachers

Employment of retired teachers, including those with prior service credit in Miami East school district.

- 1) Teachers whose letter of resignation have been accepted by the Board are no longer considered employees of the district.
- 2) It is understood that the Board is under no obligation to employ a retired teacher.
- 3) Retiring teachers whose letters of resignation have been approved by the Board of Education by April 30 may apply for their current position. Interviews and employment of retired teachers will be the responsibility of the district administration.
- 4) Retired teachers who are rehired will be granted a one year contract which will be non-renewed annually.

## G. Miscellaneous Contracts

Copies of other contracts (i.e. laptop computers) may be found in Attachment F.

## Article V

### Opening, Vacancy, Transfer, and Assignment

All assignments will be made by the Superintendent in cooperation with the building principal, site based team, and consultation with the staff member.

#### A. Opening

1. An opening is an available position that may be filled by qualified existing staff within the district. All teachers in the district will be notified of the opening(s) via district e-mail, and district and ESC websites. A letter of interest shall be submitted to the appropriate administrator within 5 working days of notification.
2. When an opening occurs, the building's site-based team (K-5, 6-8, 9-12) shall meet to discuss possible options.
3. Openings shall be filled on the basis of certification, experience, district seniority, teacher performance, and the recommendation of the interview team. When a reassignment has been requested and all factors are equal in the judgment of the Superintendent, district seniority shall be the deciding factor.
4. Once consensus is reached by the site-based team, the Principal will make recommendation to the superintendent.
5. If consensus cannot be reached, the position will be considered a vacancy.
6. Any teacher not granted reassignment shall be given a written statement of the reasons upon written request.

#### B. Vacancy

1. A vacancy is a situation where an opening cannot be filled by existing staff within the district.
2. The administration shall prepare a list of all vacancies as soon as they become known. Vacancies will be posted for a minimum of 5 working days on the Miami East and Miami County ESC web sites, in addition to being posted on the Central Office bulletin board. In certain situations, with the Association President's or (designee's) agreement, the number of days may be reduced. This list shall contain a date specifying the deadline for application for each vacant position and shall be updated whenever a vacancy occurs.

#### C. Transfer

1. When staff reduction in a building is required, the building's site based team (K-5, 6-8, 9-12) shall meet to discuss possibilities.

2. Once consensus is reached by the site based team, the Principal will make recommendation to the Superintendent.
3. If consensus cannot be reached, the position will be considered an involuntary transfer.
4. A conference shall be held between the teacher and the principal explaining the reasons a transfer of the individual is being considered. The teacher shall be given a written statement of these reasons.
5. Teachers being transferred as a result of administrative initiated request shall be informed by April 30, and, if suitable openings exist, shall be reassigned by the closing of school.
6. Teachers subject to involuntary transfer shall be offered a choice of available assignments for which they may qualify at the time any transfer is being considered.
7. When it becomes necessary to initiate an involuntary transfer, all factors being equal in the judgment of the Superintendent, least seniority shall be the deciding factor.

#### D. Reduction In Number Of Teachers, Restoration

When by reason of decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, or by reason of suspension of schools or territorial changes affecting the District, the Board decides that it will be necessary to reduce the number of teachers, it may make a reasonable reduction. In making such reduction, the Board shall proceed to suspend contracts in accordance with the recommendations of the Superintendent who shall, within each teaching field affected, give preference of retention to teachers on continuing contracts and to teachers who have greater district seniority. Teachers whose continuing contracts are suspended shall have the right of restoration to continuing service status in the order of seniority of service in the District if and when teaching positions become vacant or are created for which any such teachers are or become qualified.

Teachers whose limited contracts are suspended or not renewed due to staff reduction shall have the same right of restoration as those on continuing contract. Those on continuing contract will be restored first. The length of the restoration right shall be two (2) years for limited and continuing contract teachers.

The Association shall be notified of the extent of any staff reduction at such time a decision is made by the Board, and shall be further notified as to which teachers shall be suspended. Such notice shall be as soon as practicable prior to the effective date of the reduction.

### Article VI

#### **Salary And Fringe Benefits**

- A. Salary schedules and supplemental salary schedules are attached to this Agreement as Addendums A and B, respectively.

## B. Schedule Provisions

1. A minimum of one hundred twenty (120) days of teaching per year shall constitute one year's experience.
2. A maximum of five (5) years military experience or service will be granted (eight (8) continuous months of service shall constitute one (1) year of teacher experience).
3. Teachers shall be given credit for no less than 10 years of prior teaching experience. Teachers may be given more than 10 years when critical academic needs exist and with the agreement of the Association and the Board.
4. A teacher completing training qualifying him/her for a higher salary must file an official transcript with the Superintendent no later than September 30 and/or January 30. Payment will be retroactive to the beginning of the qualifying semester.
5. Description of Training Classification
  - a. Bachelor's Degree - graduation from a college with a degree
  - b. 150 semester hours
  - c. MA - Masters Degree
  - d. MA Degree Plus - hours must lead to an advanced degree or credit for individual improvement in the area of education and must have prior approval of the Superintendent. In both instances, the hours beyond the MA must be taken after the requirements for the MA degree have been completed.
6. All salaries are annual salaries and represent a school year as adopted by the Board (184 days).
7. Extended service days will be paid at an average daily rate of pay (above 184).
8. Employees shall be paid in twenty-six (26) equal pay periods.
9. For the duration of this contract:

As of June 30, 2012 if the district's balance is \$100,000 above the average monthly expenditures, staff members will receive a \$500.00 stipend. Stipends for part-time teachers will be pro rated to match their part-time employment contract.

For each \$100,000 above the June 30<sup>th</sup> average monthly expenditures, a \$500.00 dollar stipend will be disbursed, up to a maximum of \$1,500.00.

Payments will be received in the 2<sup>nd</sup> regular pay of the September of each year.
10. Teachers will work 184 school days. In the event teachers receive a stipend outlined in Article VI, section B, #9, teachers will work 186 days.

### C. Severance Pay

For the purpose of severance pay, teachers may accumulate sick days according to the following schedule:

Year	Accumulated Days
2011-2012	298 days
2012-2013	306 days
2013-2014	314 days

Teachers may use tax sheltered annuities for severance pay.

Upon retirement, personnel shall receive severance pay. The payment shall be equal to one-fourth (1/4) of the person's accumulated but unused sick leave. Payment shall be made using the employee's per diem rate at retirement.

The payment shall eliminate all sick leave of record but shall not prevent the re-accumulation of sick leave upon re-employment. To qualify for severance pay, personnel must have been employed by a school district(s) in the State of Ohio for the last ten (10) years in the profession and should make written request to the Treasurer of the Board within ninety (90) days of retirement. Such request shall be met with proof of a bona fide disability or service retirement, in the form of a copy of the retired employee's first benefit check from the State Teacher's Retirement System.

Accumulated sick leave for use in calculation of severance pay is hereby defined as sick leave accumulated before, during, and after the effective date of this adoption.

### D. Mileage

Mileage will be paid for the use of private cars for school business for which advance authorization has been obtained, at the approved IRS rate per mile that is in effect on July 1 of any year for both in-district and out-of-district travel.

### E. Insurance

1. The Board shall provide a point-of-service health insurance plan as described below for each member of the staff who desires it and is eligible.

Beginning with the 2011-2012 school year, staff members currently paying 10% of the monthly cost of insurance will begin a progressive change in contribution. Changes are as follows:

2011-2012	86%-14%
2012-2013	83%-17%
2013-2015	80%-20%

For new employees hired after the 2005-2006 school year the board will continue to pay 80% of the monthly cost of the plan for either single or family coverage with the employee paying 20% of the cost. If both husband and wife are employed by the Board, the Board shall apply twice the amount of the single policy if the spouses request it. Part-time staff may acquire the same insurance protection by paying the pro-rated premium represented by the part of the day not worked.

A \$1,200 stipend will be paid to employees who do not take health insurance. This stipend is for single or family plan and will be paid after July 1<sup>st</sup>. The following procedures have been developed to guide consistent practice in awarding this stipend to those who elect not to take health insurance:

- a) To be eligible for the entire stipend, the employee must not take health insurance from October 1 through September 30 of each year.
- b) The insurance stipend is pro-rated for part-time employees, retirees, and employees who resign.
- c) The treasurer's office will provide forms to qualifying employees before September 30<sup>th</sup>; they must be completed and returned to the treasurer's office before October 15<sup>th</sup> of each year.
- d) The terminology "health insurance" refers to the hospitalization insurance program. The stipend is not applied to the vision or dental programs.
- e) When Miami East insures one spouse, and both are employees of the district, the individual not enrolled in the health insurance program is eligible for the stipend.
- f) Employees hired by the district after the insurance enrollment period and who do not request health insurance, or employees who drop insurance during the year and remain employed by the district qualify for the stipend at a rate of \$100 per month of eligibility.

The carrier for the insurance coverages provided within this contract shall be determined by the Board and the Association. Coverage shall not be less than currently provided for unless express consent has been given by the Association.

Other coverages are subject to the plan of coverage provisions in effect with the coverage provider.

2. The Board shall provide a vision insurance plan for each member of the staff who desires it or is eligible.

Beginning with the 2011-2012 school year, staff members currently paying 10% of the monthly cost of insurance will begin a progressive change in contribution. Changes are as follows:

2011-2012	86%-14%
2012-2013	83%-17%
2013-2015	80%-20%

For new employees hired after the 2005-2006 school year the board will continue to pay 80% of the monthly cost of the plan for either single or family coverage with the employee paying 20% of the cost. If both husband and wife are employed by the Board, the Board shall apply twice the amount of the single policy if the spouses request it. Part-time staff may acquire the same insurance protection by paying the pro-rated premium represented by the part of the day not worked.

3. The Board shall provide a dental insurance plan for each member of the staff who desires it or is eligible.

Beginning with the 2011-2012 school year, staff members currently paying 10% of the monthly cost of insurance will begin a progressive change in contribution. Changes are as follows:

2011-2012	86%-14%
2012-2013	83%-17%
2013-2015	80%-20%

For new employees hired after the 2005-2006 school year the board will continue to pay 80% of the monthly cost of the plan for either single or family coverage with the employee paying 20% of the cost. If both husband and wife are employed by the Board, the Board shall apply twice the amount of the single policy if the spouses request it. Part-time staff may acquire the same insurance protection by paying the pro-rated premium represented by the part of the day not worked.

4. The Board shall continue to carry on payroll records the name of any staff member whose sick leave accumulation has expired, or who is on a disability leave of absence or an approved leave of absence, for the purpose of vision, dental, group hospitalization, surgical, and major medical insurance. It shall be the responsibility of the employee to pay the Treasurer's office the premium involved for this coverage.
5. The Board shall pay for a term life insurance policy in the amount of \$37,000.00 and double indemnity for each member of the staff. Part-time staff may acquire the same insurance protection by paying the pro-rated premium represented by the portion of the day not worked.
6. An organ transplant rider will be a part of the health insurance coverages hereunder.
7. All coverages set forth hereunder shall be subject to the provisions of the Board's contract with the carrier provider including any coordination and subrogation of benefit provisions. Any coverage changes shall be subject to negotiations between the parties.
8. Coverage hereunder shall be subject to any minimum enrollment requirements established by the carrier/ provider.
9. A Health Care Cost Study Committee shall be formed at the request of either party and will meet on an as needed basis. The purpose of the committee will be to seek means to decrease the cost of health insurance, for education, and for such other health related matters as may come before the committee.
10. Employees who resign their position by April 30<sup>th</sup> will submit a health care request form to the Treasurer's Office by May 15 to receive health benefits through August.
  - a. Failure to meet this deadline will terminate the Board's contributions to health benefits.
  - b. Employees who desire to continue health benefits will continue to receive paychecks through August.
  - c. Former employees must inform the treasurer's office when new employment is found. If employment is found outside the field of education, former employees are no longer eligible for health care benefits, except under COBRA.
  - d. Coverage may be cancelled by the former employee by written request at any time.

## **F. Tuition Reimbursement**

1. The Board will reimburse certificated professional staff members for a portion of the cost of successfully completing graduate credit hours. Payment shall be made to those continuing in the employ of the Board during the month of November following successful completion of course work.
2. Reimbursement shall be as follows:
  - a. Three (3) semester hours - \$200.00 each hour - maximum of \$600.00 yearly reimbursement.
  - b. Five (5) quarter hours - \$120.00 each hour - maximum of \$600.00 yearly reimbursement.
3. Eligible professional staff members must present "official" college transcript verification to the Superintendent or his/her designee by September 30 of a school year. The course work must be related to his/her employment, be from an accredited college or university, and taken during the previous school year (September 1 to August 31).
  - a. No prior approval is required for courses taken within a Masters Degree program.
  - b. Courses outside or beyond the Masters program will require prior approval (before course is taken).

All reimbursements are subject to superintendent's approval.

## **G. Licensure Cost Reimbursement**

1. Eligible professional staff members must submit their completed IPDP to the LPDC by January 30 of the last year of their license to qualify for reimbursement of the cost of their certificate/license. Upon LPDC approval of the completed IPDP, payment shall be made to those continuing in the employ of the Board during the month of November the following school year.
2. Only one license per year per employee will be reimbursed.

## **Article VII**

### **Leaves**

#### **A. Leave Of Absence**

Upon the written request of a teacher, the Board may grant an unpaid leave of absence for a period of not more than two (2) consecutive school years for educational, professional, or other purposes.

The Board shall grant a one (1) year unpaid leave for illness, maternity, child rearing, or disability, and may grant a second year upon written request.

Upon the return to service of a teacher at the expiration of a leave of absence, he/she shall resume the contract status which he/she held prior to such leave.

1. Request for leave must be in writing and should be submitted thirty (30) days prior to the start of the leave.

2. Leave time shall not be used in calculation of salary increments.
3. A teacher on leave shall retain any unused accumulated sick leave, but will not earn additional sick leave until return to service.
4. An employee on leave may elect to continue fringe benefits in effect at the time of commencement of the leave, provided said employee pays the Board at least seven (7) days prior to the date the Board payment must be made. Responsibility for arrangements with the Treasurer of the Board for continuation of fringe benefits and for proper reimbursement shall lie with the employee.
5. An individual on a long-term leave of absence may return to service upon presenting a written request to the Superintendent. Such returning employee may be required to submit a written certification from his/her physician that such employee is physically and/or mentally able to perform the duties of his/her position. All requests to return from such leave should be made at least thirty (30) days in advance of the date the employee wishes to return to work. Returns from such leave shall only be granted at the beginning of a grading period, unless otherwise approved by the superintendent or his/her designee.

#### B. Assault Leave

Upon approval of the Superintendent, assault leave of up to thirty (30) calendar days may be granted to any certificated staff member. Any approved leave that exceeds three (3) work days will be granted only after the need for such leave is verified by a licensed medical doctor.

Assault leave is not to be charged against sick leave. A teacher absent due to disability resulting from an assault on such teacher, which occurred on school grounds during school hours or in attendance at school sponsored functions, shall be eligible for assault leave.

#### C. Personal Leave

The Board recognizes the need for personal leave due to emergencies or personal business which cannot be handled outside the normal work day. Ohio Revised Code 124.386 defines personal leave as "mandatory court appearances, legal or business matters, family emergencies, unusual family obligations, medical appointments, wedding, or religious holidays ...." Examples of inappropriate uses of personal leave include, but are not limited to, the following: vacations, shopping, sporting events, or entertainment. The conditions governing such leave are as follows:

##### 1. Days Allowed

- a. Three (3) days of personal leave per year or that portion of a full day that the employee works shall be allowed to all employees who qualify.
- b. Use of one-half days is allowed.
- c. Unused personal leave shall accumulate to a maximum of five (5) days.
- d. Any unused personal leave days over 2 remaining at the end of the school year (July 1<sup>st</sup> to June 30<sup>th</sup>) will be converted to sick leave. If a teacher has reached the maximum accumulated sick leave (290 days) for severance purposes, then the unused personal days

may be added to total accumulated sick leave, cashed out (\$100 per day), or donated to the sick leave bank.

2. Eligibility

Teachers employed after the start of the school year but during first semester are entitled to one personal day per semester. If the teacher is employed after the start of the second semester, the teacher is entitled to one personal day for the remaining part of the school year.

3. Restrictions

- a. Personal leave may not be taken for the day before or the day after a holiday or vacation, except in the case of an emergency situation. The Superintendent or his/her designee will determine if such an emergency situation exists.
- b. If the total number of requests in a particular building exceeds 1/4 of the bargaining unit in that building, requests will be granted in the order they have been received.

4. Procedure

- a. Requests for personal leave shall be made in writing on the prescribed form available from the building principal. A copy shall be submitted to the principal. One copy will be returned to the employee indicating disposition of the request for personal leave.
  - b. Requests are to be made three (3) school days in advance unless an emergency situation exists.
  - c. Personal leave of an emergency nature may be made on shorter notice via the Request for Personal Leave form or by telephone call to the principal, if necessary. If notification is made by telephone, the forms will be filled out when the employee returns to work.
5. In the event an employee is proven to have violated the personal leave policy, that employee may be docked a day's pay for each such occurrence. Repeated violations shall be considered grounds for further disciplinary action, which may include dismissal.

D. Professional Leave

1. **Purpose** - All employees shall be provided opportunities for the development of increased competence beyond that which they may attain through the performance of their assigned duties through attendance at professional seminars, workshops, conferences, and National Board Requirements.
2. **Definition** - For purposes of this policy, a professional leave shall be defined as a conference through which direct value can be derived for the person in attendance for later use in the performance of district duties.
3. **Authority**
  - a. The superintendent will establish yearly guidelines for professional leave.

- b. Teachers shall be excused from the performance of their duties and shall receive compensation during the days they are excused, for attendance at professional conferences involving other personnel from the District, county, state, region or nation.

4. **Responsibility** - The following conditions must be met for an employee attending a professional conference:

- a. All requests to attend professional conferences shall be made to the building principal seven (7) work days in advance of the conference for which approval to attend is sought and necessary forms completed.
- b. Final determination of appropriateness and authority to grant permission for attendance at a conference will rest with the Superintendent.
- c. The Superintendent has the authority when he/she considers the conference to be of sufficient importance, to request representation from the staff to attend a conference.
- d. The professional conference to be attended must be related to the work of the employee.
- e. The Board shall provide for substitute personnel, if necessary, in the case of conference attendance by classroom teachers.
- f. All requests for out of state professional leave will require approval in advance by the Board.
- g. A professional staff member may request permission to attend and/or participate in a professional conference where the member's particular expertise or contribution is pertinent to the fostering of education's civic or public commitment. Under these conditions there will be no reimbursement of expenses by the Board.
- h. Anyone requesting to attend a professional conference at personal expense shall submit a request and secure the approval of the Superintendent.

E. Sick Leave

1. Each full-time employee of the Board shall be entitled to sick leave credit of one and one-fourth (1¼) work days with pay for each completed month of service. The maximum accumulation per year shall be fifteen (15) days. The maximum accumulated sick leave for any employee shall be three hundred and twenty-four (324) days.
2. Each employee shall be entitled to five (5) days of sick leave at the beginning of a school year if needed. However, these five (5) days shall constitute part of the total days for which such employee is eligible during the year.
3. Any employee who transfers from one public agency within the State of Ohio to another shall be credited with the amount of sick leave that has accumulated to his/her credit (up to the maximum allowed in accordance with this collective bargaining agreement).
4. An employee who has been granted a leave of absence shall retain his/her accumulated sick leave when he/she returns to the employ of the Board.

5. In accordance with ORC Section 3319.141, teachers may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury or death in the employee's immediate family. Immediate family is defined as spouse, children, mother, father, sister, brother, mother-in-law, father-in-law and grandparents and other relatives residing in the employee's household.
6. An employee may use up to ten (10) accumulated sick leave days for the purpose of the adoption of a child.
7. If at any time during the use of sick leave, the Superintendent is of the opinion that such employee is able or unable to satisfactorily perform the duties of his/her position, the Superintendent may request such employee to furnish a certificate in writing by a physician that such employee is physically and/or mentally able or unable to perform the duties of his/her position.

#### F. Sick Leave Bank

1. A sick leave bank has been created and will be implemented as necessary.
3. Donations of one to five (1-5) days per certified employee per year will be received on a voluntary basis. Eligibility to donate will occur only when the individual has an accumulated balance of ninety (90) sick leave days. Days contributed to the sick leave bank are non-returnable. When the bank drops to twenty-five (25) days, employees will be notified of the need for more donations.
4. Requests for use of donated sick leave under this program will be limited to catastrophic or serious illness or injuries of the employee or family as defined in Article VII, Section E5. "Catastrophic" is intended to mean a life threatening illness or injury. "Serious illness or injury" is intended to mean an illness or injury that is not life threatening, but one which requires inpatient hospitalization or confinement to home on doctor's orders.
5. The sick leave bank will be used only for absences under the individual's normal contract. In order to be eligible for a donation of sick leave days, the employee must have used all of his/her accumulated sick leave days and all possible advances of sick leave days.
8. An employee who receives workers' compensation disability or other paid leave, or by virtue of age and/or service, may be eligible for disability retirement or service retirement, will not be eligible for receipt of donated sick leave, unless the employee has applied for disability or service retirement by the State Teachers' Retirement System.
  - a. Application to STRS for disability or service retirement is required of all sick leave bank applicants.
  - b. STRS notification of denial of disability or service retirement is not required prior to sick leave bank request.
6. An employee requesting use of donated sick leave will submit an application that will include, but is not limited to, the following information:
  - a) Description of illness/injury

- b) Physician's statement as to the condition and need for additional leave
  - c) Projected date of return to duty
  - d) Explanation of previous sick leave usage
  - e) Other pertinent information that can facilitate the determination as to whether or not such leave may be donated to the applicant
7. The employee will not be granted more than twenty-five (25) days per request. Multiple requests will be considered.
  8. The determination of eligibility for use of donated sick leave days will be made by the Superintendent (or designee) and the Association President (or designee). The decision is final and will not be subject to grievance or other action. Appeals may be made if new or additional medical information is available. The decisions made by the Superintendent (or designee) and Association President (or designee) shall not establish precedence for sick leave bank usage.

#### G. Jury Duty

1. The Board will pay employees their regular pay, and the pay received by him/her for serving as a juror shall be submitted within five (5) work days to the Treasurer, with any mileage charge deducted from the Court paid monies by the employee. Except as provided herein, teachers receiving notice of jury duty shall immediately advise the principal of such, and thereafter shall be granted a leave of absence without loss of pay or benefits for the duration of such leave.
2. In the event a teacher is subpoenaed to appear on behalf of the Board or in a school related matter, the teacher shall not lose pay.

#### H. Sick Leave for Pregnancy and Related Child Birth Conditions

1. Sick leave may be used for pregnancy and recovery from child birth conditions under provisions of O.R.C. Section 3319.141.
2. After child birth, a staff member may normally use sick leave for up to six (6) calendar weeks for recovery.
3. A written request (see attachment I) for use of sick leave shall be submitted to the Superintendent's office thirty days prior to the anticipated due date. Intended use of Family Medical Leave Act should also be requested at this time.
4. If additional sick leave days are needed, a physician's statement is required.
5. An employee on extended use of sick leave shall report within three (3) calendar weeks of intended return to work to the immediate supervisor.

#### I. Family Medical Leave Act

The Board and employees shall have whatever rights, duties, discretion, and responsibilities as are set forth in the Family and Medical Leave Act of 1993 (29 U.S.C. Sec. 2601, et seq.) as is or may be amended ("FMLA"), and in accordance with the following provisions:

1. For purposes of determining the "12-month period" in which an eligible employee is entitled to twelve weeks of leave, said 12 month period shall be defined as from July 1 through June 30. An eligible employee may take FLMA leave for:
  - a. the birth and first-year care of a child;
  - b. the adoption or foster placement of a child;
  - c. the serious illness of an employee's spouse, parent, or child or
  - c. the employee's own serious health condition that keeps the employee from performing the essential functions of his/her job.
2. Maternity leave shall be taken in conjunction with and simultaneously with other available leaves if the employee is eligible for said leaves. FMLA leave in conjunction with a leave of absence without pay may be taken before sick leave is used. FMLA requires employment for one (1) year and a minimum of 1,250 work hours per year.
3. An employee who takes a leave of absence without pay in conjunction with and simultaneously with FMLA leave, shall be eligible to continue to participate in the District's group insurance programs as if actively employed, and for a period not to exceed twelve (12) weeks in any year. Such employee shall state his/her intentions in writing when applying for the FMLA leave and pay the employee's portion of the premium on or before the first day of the month following the commencement of the leave. Upon the expiration of FMLA leave, the employee may continue his/her health, vision and dental insurance in accordance with the provisions of COBRA. Life insurance may be continued by making monthly payments as long as the employee remains on unpaid leave of absence.
4. When the FMLA leave is foreseeable, the employee must notify the Superintendent of his/her request for leave at least 30 days prior to the date when the leave is to begin (see Attachment I). If the leave is not foreseeable, the employee must give notice as early as is practical. When the employee requests medical leave, the employee must make reasonable attempts to schedule treatment so as not to disrupt the District's operations.

The Board may deny the leave if the employee does not meet the notice requirements.

4. An employee on FMLA leave shall report, at not less than 14 calendar day intervals, to the Superintendent's office the employee's status and intent to return to work.
5. Upon return from FMLA leave, the employee will be assigned to the same or similar position held before taking the leave. An employee who does not return to work upon expiration of FMLA leave may have his/her employment terminated.
4. This leave will not negate any other leave in this Agreement.

#### J. Money Earned On Leaves

Money earned on any approved paid leave shall be submitted to the treasurer with any documented charges for mileage and preparation deducted.

## Article VIII

### Non-Discrimination

- A. The parties hereto agree that neither the Board nor the Association shall illegally discriminate against an employee covered hereunder because of his/her membership or non-membership in the Association or his/her activities herein prescribed.
- B. The Board, the Association, and each employee will cooperate fully with all applicable laws, forbidding discrimination on account of race, color, creed, age, religion, handicap, sex, or political affiliation.

## Article IX

### Problem Resolution

#### A. Definitions

1. A grievance is a complaint of an employee or the Association involving the alleged violation of a provision(s) of this Agreement.
2. A grievant shall mean the Association, a person, or group alleging that some violation of this Agreement has actually occurred. A grievance alleged to be a "group" grievance shall have arisen out of substantially similar circumstance affecting each member of said group.
3. No grievance may be filed concerning a matter which may be made the subject of a charge with a state or federal agency.
4. Any action by the Board to terminate or not renew the contract of any professional staff member, whether such professional staff member is under a limited or continuing contract with the Board, or any recommendation by the Superintendent to terminate, renew or not renew any such contract shall not be deemed a grievance and may not be processed as such.
5. While it is recommended that the filtering system be used, a grievant maintains the right to file a grievance at any time during the process.

#### B. Filtering System

1. When a staff member has a problem, it should be verbally communicated to the building representative and/or Labor Management Committee representative within twenty (20) working days. After discussion, the building representative may attempt to resolve the problem.
2. If the problem still exists, the building representative will facilitate a meeting with the involved parties, within five (5) working days.
3. If a satisfactory resolution is not achieved, the building representative will present, within ten (10) working days, the problem to the Association's Executive Committee for possible Labor Management Committee consideration at its next scheduled meeting.

4. If the employee still does not feel the problem has been resolved, the employee may request in writing that the Association's Executive Committee consider the issue as a possible grievance. The Executive Committee will make a recommendation regarding dispensation of the problem.

### C. Grievance Procedure

1. While it is recommended to use the Filtering System, the following procedure will be used when the system has been by-passed or the system has failed to satisfy the grievant. The aggrieved party shall discuss the grievance or complaint with the person who is directly concerned with the grievance in a face-to-face meeting. This shall be accomplished within twenty (20) work days after the grievant knows or should have known the act or conditions on which the grievance is based. Failure to raise the alleged grievance as herein provided shall be considered as a waiver of rights granted in this Article.
2. If a satisfactory resolution is neither affected by the Filtering System nor Article IX, Cl, the aggrieved party shall present his/her written grievance to the principal within five (5) work days. The principal shall provide a written answer to the grievant within five (5) work days.
3. If a satisfactory resolution is not affected, the Association shall present the grievance in writing to the Superintendent within five (5) days after receiving the principal's written answer. Any failure to notify the Superintendent as described will be considered a satisfactory resolution of the grievance. The Superintendent or designated representative shall meet with the grievant within five (5) work days to discuss the grievance. The Superintendent or designated representative shall provide a written answer to the grievant within five (5) work days.
4. If the action taken by the Superintendent or a designee does not resolve the grievance to the satisfaction of the Association, or if no decision has been rendered by the Superintendent within five (5) work days, the Association shall notify the Board in writing of its submission of the grievance to Federal Mediation and Conciliation Service. Any failure to notify the Board as described will be considered a satisfactory resolution of the grievance.

The mediation team will consist of the Superintendent and up to three (3) designees and the Association President and up to three (3) designees including the grievant. This number does not include legal representation.

Meetings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons to be present, as determined by the Superintendent and Association President. The equivalent to one (1) full work day will be scheduled for mediation. The Board and the Association shall equally share the fees and expenses of Federal Mediation and Conciliation Service. Each party will be responsible for the fees and expenses of its representation. When consensus is reached, the grievance has been resolved. A written summary will be disseminated to all involved parties. If consensus is not reached, the grievant may seek resolution through legal options.

### D. Miscellaneous

1. The aggrieved teacher, the Board and/or the representative of either shall not be denied the right to advice, counsel, and/or representation.
2. A grievance may be withdrawn at any level without prejudice or record.

3. If the teacher and/or Association do not abide by the time limits set forth, they forfeit their right to continue to the next step of the grievance procedure.
4. If the administrator does not abide by the time limits set forth, the teacher filing the grievance and/or the Association may proceed to the next step.
5. There will be no reprisals taken against any participant in the grievance procedure by reason of such participation.
6. Mutually agreed informal meetings between the parties may be held during the time between steps in an effort to effect a satisfactory resolution to the problem.
7. Any time limits or steps herein before set forth may be modified with the mutual written consent of the parties.
8. Meetings and hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present, as determined by the Superintendent and Association President.

## Article X

### Teacher Personnel Files

#### A. File Location

A personnel file for each teacher shall be maintained in the office of the Superintendent. This shall be considered a confidential file and the only official file of recorded information of teachers maintained by the Board and administration.

#### B. Access To File

1. Individual teachers and/or designee shall have access to their personnel file upon written request to the Superintendent.
2. Individuals other than the employee, office staff, administrators and Board members who request access to a teacher's personnel file, shall leave their name and phone number to schedule an appointment, giving at least two (2) working days' notice. The Superintendent or his/her designee shall contact the individual to schedule the appointment, after giving the teacher whose file is to be read one (1) working day's notice of said file review. A teacher's file may only be reviewed by an individual from the public in the presence of the Superintendent or his/her designee.

#### C. Entry Identification

Except for materials listed below, information placed in the teacher's personnel file shall include the initials and date of the teacher and the administrator placing the material in the file.

1. Letters of request by teacher for consideration for a vacancy, transfer of position, leave of absence, or other special requests.

2. Copies of leave request forms processed by the teacher and administration.

3. Signature or Initial of Teacher

The teacher's initials or signature will not indicate agreement with the content of the material, but indicates only that the material has been inspected by the professional staff member. He/she has the opportunity to reply to any critical material in a written statement to be attached to the file copy within twenty (20) working days of said file entry.

**D. Entry Of Commendation Materials By Teacher**

Copies of letters of commendation or merit will be placed in the file upon mutual agreement of the building administrator.

**E. Removal Of Materials In File**

Information in the personnel file may be removed upon mutual agreement of the professional staff member and the administrator making the entry or the Superintendent.

**F. Exceptions**

Nothing in this clause limits administrators from keeping any records they deem appropriate.

**G. Anonymous Letters**

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

**H. Copies Of Materials**

A teacher will be entitled to a copy of any material in his/her file and provided with a copy upon request.

**Article XI**

**Contract Day**

A. The starting and dismissal times for students may vary from building to building provided, however, the length of the teachers' work day does not exceed seven and one-fourth (7¼) hours and the time for students is within the statutes set forth by the State of Ohio. The President of the Association is to be notified of any change or modifications of starting and dismissal times (students' day) before public announcement is made.

B. The starting and dismissal times for students and the duty assignments of individual teachers set forth above may be changed so long as such change does not increase the number of hours during which the teachers are required to be present.

- C. All full-time professional staff members at the secondary level shall be provided with at least one (1) preparation period per day of at least forty (40) minutes.
- D. Full-time teachers who work part-time in more than one (1) building shall be granted two hundred (200) minutes of preparation time per week within the student day. Site based teams should explore the use of contractual day and flexibility, and total staff utilization. Blocks of time exceeding twenty (20) minutes during the contract day may be considered toward prep time.
- E. Building administrators will attempt to provide all full-time teachers at the elementary level (grades K-5) an average of at least two hundred (200) minutes of preparation time per week within the student day. Site based teams should explore the use of contractual day and flexibility, and total staff utilization. Blocks of time exceeding twenty (20) minutes during the contract day may be considered toward prep time.
- F. Conferences with parents shall be scheduled after prior discussion with the teacher.

## Article XII

### **Non-Renewal**

- A. If the Superintendent decides to recommend the non-renewal of a limited teacher's contract, the following procedures will be utilized.
  - 1. The Superintendent will notify the teacher on or before March 31<sup>st</sup>.
  - 2. The Board will act upon the Superintendent's recommendation on or before April 30<sup>th</sup>, and will notify said teacher within seven (7) work days of the Board's action to non-renew.
    - a. Notice will be made to the teacher at such time as the notification is delivered by the U.S. Postal Service or by the district treasurer.
    - b. Members of the bargaining unit subject to the provisions of this Article shall keep the Board informed of their current mailing address.
  - 3. When a bargaining unit member has been notified of the Board's action, said teacher shall be accorded the right to a statement of the circumstances leading to the Board's action.
  - 4. The affected bargaining unit member may within seven (7) work days of the Board's action request a hearing during which he/she may show cause as to why his/her limited contract should be renewed.
    - a. The request of a hearing shall be filed with the District Treasurer; failure to request said hearing within seven (7) days shall be deemed a waiver of the bargaining unit member's right to appeal the Board's action.
    - b. The hearing will be held before the Board and shall be in executive session unless the parties mutually agree to a public hearing.
    - c. The parties to said hearing shall have the right to submit evidence, both oral and written, to support their respective positions.

- d. Said hearing will be held within forty (40) calendar days of Board action.
- B. These procedures will not be utilized for non-renewal of supplemental contracts.
- C. Non-renewal procedures set forth in this agreement will supersede ORC 3319.11.

### Article XIII

#### **Labor Management Committee**

- A. As a means to provide ongoing communication between the Association and the Administration, a LMC shall be established and meet in accordance with procedures established by the Committee. There shall be four Association representatives, including two K-5, one 6-8, and one 9-12 member. There shall be up to four representatives from Administration, including one elementary and one secondary administrator.
- B. The Association President and the Superintendent and their representatives, nominated by the Association President and Superintendent, respectively, shall meet during the student day or at other times mutually agreed upon.
  - 1. All agenda items from both parties may be submitted to the Superintendent within a reasonable time frame. A joint agenda shall be sent to all representatives not less than five (5) days prior to the scheduled meeting. The meetings shall be alternately chaired, and the first meeting each year shall be chaired by the Association President.
  - 2. Items on the agenda shall not pertain to active grievances or the settlement thereof.
- C. The responsibility for taking minutes shall be shared alternately by both parties. Minutes of the meeting shall be distributed to all members of the Committee not more than ten (10) days after the meeting has been held.
- D. Meetings may be waived upon mutual agreement. In the event, a regular member of the Committee is unable to attend due to illness, he/she may be replaced with a substitute named by the Superintendent and/or the Association President.
- E. The parties agree that the participation and concurrence with actions taken by this Committee do not waive the contractual provisions of the Master Agreement and that no contractual provisions will be waived to allow this Committee to function. Furthermore, participation in and discussion of issues within this Committee does not constitute a waiver of any rights or obligations of the parties as established by law or contract.
- F. All decisions of the Committee shall be made through consensus.

### Article XIV

#### **Local Professional Development Committee**

- A. The purpose of Miami East Local Professional Development Committee (hereinafter referred to as LPDC) is to review and approve professional development plans for certificate/licensure renewal for all Miami East educators.

Recognizing that professional development plays a critical role in enhancing and vitalizing education in the Miami East Local Schools, the LPDC shall encourage professional development experiences which expand and enrich student learning.

The Miami East Local Professional Development Committee policy, procedures, and governance shall not supersede the negotiated agreement, district policy and/or state law. Proposals to the LPDC and approvals/denials by the LPDC shall not override the negotiated agreement and/or district policy.

- B. A copy of the LPDC policies, procedures, and forms may be found in Attachment H "LPDC Section".

#### Article XV

##### **Master Teacher Committee**

- A. The purpose of the Master Teacher Committee is to address the requirement for the district to create a Master Teacher Committee, as required by Senate Bill 2. The committee will consist of no more than four teachers and three administrators. The teachers will represent each of the three buildings (elementary, junior high, and high school).

#### Article XVI

##### **Intervention Assistance Team (IAT)**

- A. The purpose of the Intervention Assistance Team (IAT) is to identify academic and/or behavioral issues of students and provide teachers and parents strategies, interventions, and modifications to address aforementioned issue(s).
- B. IAT Team will consist of five members with no more than three in attendance at a meeting. Multiple teams may be necessary at the elementary level.

#### Article XVII

##### **Entire Agreement Clause**

- A. Party Acknowledgement

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the opportunity to present all proper subjects of bargaining and that all such subjects have been discussed and that the agreements contained in this contract were arrived at after the free exercise of such rights, responsibilities and opportunities. Therefore, the parties hereto, for the life of this Agreement, each voluntarily and unqualifiably waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement except as may otherwise be provided by ORC Chapter 4117.

B. Savings Clause

Should any part hereof or any provision herein contained be rendered or declared illegal by reason of any existing or subsequent statute or by a decision of a court of law of competent jurisdiction, such invalidation shall not affect the remaining portions of this Agreement. Any such clause declared illegal shall be re-negotiated by the parties.

C. Amendments

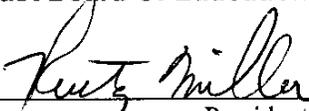
This Agreement may be subject to amendment or amendments if both parties mutually consent thereto, but neither party has any express or implied right to insist upon amendment during the term of this Agreement. Any such amendment or amendments shall be reduced to writing, state the effective date of such amendment or amendments, and be executed by the parties in the same manner as this Agreement.

Article XVIII

Duration

This Agreement shall remain in full force and effect from July 1, 2011 through June 30, 2015, and shall continue in full force and effect from year to year thereafter unless written notice of a desire to modify or terminate this Agreement is served by either party upon the other during the month of March prior to the aforesaid expiration date. The party requesting a modification or termination of this Agreement shall serve the statutory Notice to the State Employment Relations Board as well as the other party. At the initial bargaining session each party shall exchange written proposals.

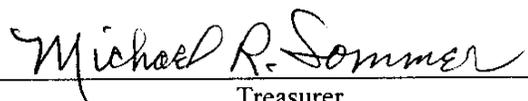
**Miami East Board Of Education**

By:   
President

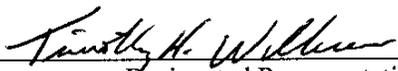
Date: 4-5-11

By:   
Superintendent

Date: April 5, 2011

By:   
Treasurer

Date: 03/29/2011

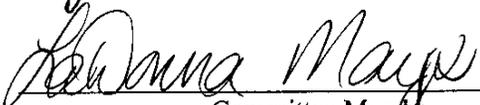
By:   
Designated Representative

Date: 3-29-11

**Miami East Education Association**

By:   
President

Date: 3/29/11

By:   
Committee Member

Date: 3/29/11

By:   
Committee Member

Date: 3/29/11

By:   
Committee Member

Date: 3/29/11

MIAMI EAST LOCAL SCHOOLS

ADDENDUM A

YEARS	Base: \$34,544		2011-2015 Salary Schedule									
	BS		BS+150 **		MASTERS		M+15		M+30		M+45	
0	37,653	1.090	37,653	1.090	37,998	1.100						
1	37,653	1.090	37,998	1.100	39,898	1.155						
2	37,653	1.090	39,726	1.150	41,798	1.210						
3	39,207	1.135	41,453	1.200	43,698	1.265	45,425	1.315	47,153	1.365	48,880	1.415
4	40,762	1.180	43,180	1.250	45,598	1.320	47,325	1.370	49,052	1.420	50,780	1.470
5	42,316	1.225	44,907	1.300	47,498	1.375	49,225	1.425	50,952	1.475	52,680	1.525
6	43,871	1.270	46,634	1.350	49,398	1.430	51,125	1.480	52,852	1.530	54,580	1.580
7	45,425	1.315	48,362	1.400	51,298	1.485	53,025	1.535	54,752	1.585	56,479	1.635
8	46,980	1.360	50,089	1.450	53,198	1.540	54,925	1.590	56,652	1.640	58,379	1.690
9	48,534	1.405	51,816	1.500	55,098	1.595	56,825	1.645	58,552	1.695	60,279	1.745
10	50,089	1.450	53,543	1.550	56,998	1.650	58,725	1.700	60,452	1.750	62,179	1.800
11	51,643	1.495	55,270	1.600	58,898	1.705	60,625	1.755	62,352	1.805	64,079	1.855
12	53,198	1.540	56,998	1.650	60,797	1.760	62,525	1.810	64,252	1.860	65,979	1.910
15	54,752	1.585	58,725	1.700	62,697	1.815	64,425	1.865	66,152	1.915	67,879	1.965
18	56,307	1.630	60,452	1.750	64,597	1.870	66,324	1.920	68,052	1.970	69,779	2.020
25	59,416	1.720	63,906	1.850	68,397	1.980	70,124	2.030	71,852	2.080	73,579	2.130

\*\* This column will only be used for those at BS+150 as of September 30, 2008

## Addendum B Supplemental Salary Schedule

**Base: \$34,544 (2011-15)**

**Note:** A coach moving from one position to another in a particular sport will be placed on the lowest level reflecting an increase in salary.

Position	Years Of Experience						
	0	1	2	3	4	5	6
Audio Visual Director (High School)	0.060	0.064	0.067	0.071	0.074	0.078	
Site Manager (High School Fall Season)	0.020						
Site Manager (Junior High Fall & Winter)	0.040						
H.S. Head Football	0.130	0.137	0.144	0.151	0.158	0.165	0.172
H.S. Asst. Football (4)	0.075	0.080	0.085	0.090	0.095	0.100	0.105
H.S. Head Boys Basketball	0.130	0.137	0.144	0.151	0.158	0.165	0.172
H.S. Reserve Boys Basketball	0.075	0.080	0.085	0.090	0.095	0.100	0.105
Freshman Boys Basketball	0.065	0.070	0.075	0.080	0.085	0.090	0.095
Boys Varsity Assistant Basketball	0.065	0.070	0.075	0.080	0.085	0.090	0.095
H.S. Head Girls Basketball	0.130	0.137	0.144	0.151	0.158	0.165	0.172
H.S. Reserve Girls Basketball	0.075	0.080	0.085	0.090	0.095	0.100	0.105
Girls Varsity Assistant Basketball	0.065	0.070	0.075	0.080	0.085	0.090	0.095
H.S. Boys Soccer	0.080	0.085	0.090	0.095	0.100	0.105	0.110
H.S. Girls Soccer	0.080	0.085	0.090	0.095	0.100	0.105	0.110
H.S. Asst. Boys Soccer	0.045	0.050	0.055	0.060	0.065	0.070	0.075
H.S. Asst. Girls Soccer	0.045	0.050	0.055	0.060	0.065	0.070	0.075
H.S. Head Wrestling	0.130	0.137	0.144	0.151	0.158	0.165	0.172
H.S. Asst. Wrestling	0.075	0.080	0.085	0.090	0.095	0.100	0.105
H.S. Head Baseball	0.080	0.085	0.090	0.095	0.100	0.105	0.110
H.S. Asst. Baseball	0.045	0.050	0.055	0.060	0.065	0.070	0.075
H.S. Boys Golf	0.062	0.067	0.072	0.077	0.082	0.087	0.092
H.S. Girls Golf	0.062	0.067	0.072	0.077	0.082	0.087	0.092
H.S. Boys Track	0.080	0.085	0.090	0.095	0.100	0.105	0.110
H.S. Girls Track	0.080	0.085	0.090	0.095	0.100	0.105	0.110
H.S. Asst. Track	0.051	0.056	0.061	0.067	0.072	0.077	0.082
H.S. Cross Country	0.062	0.067	0.072	0.077	0.082	0.087	0.092
H.S. Asst. Cross Country	0.025	0.030	0.035	0.040	0.045	0.050	0.055
H.S. Girls Volleyball	0.080	0.085	0.090	0.095	0.100	0.105	0.110
H.S. Asst. Girls Volleyball	0.054	0.059	0.064	0.069	0.074	0.079	0.084
H.S. Girls Softball	0.080	0.085	0.090	0.095	0.100	0.105	0.110
H.S. Asst. Girls Softball	0.045	0.050	0.055	0.060	0.065	0.070	0.075
J.H. Head Football – 7th-8th	0.065	0.070	0.075	0.080	0.085	0.090	0.095
J.H. Asst. Football – 7th-8th	0.057	0.060	0.063	0.066	0.069	0.072	0.075
7th-8th Grade Boys Basketball	0.065	0.070	0.075	0.080	0.085	0.090	0.095
J.H. Wrestling	0.065	0.070	0.075	0.080	0.085	0.090	0.095
J.H. Asst. Wrestling	0.057	0.060	0.063	0.066	0.069	0.072	0.075
J.H. Head Track (B & G)	0.051	0.056	0.061	0.066	0.071	0.076	0.081
J.H. Asst. Track	0.045	0.048	0.051	0.054	0.057	0.060	0.063
J.H. Asst. Track	0.045	0.048	0.051	0.054	0.057	0.060	0.063

(second assistant hired if 40 students are out the first official day of season)

**Addendum B (Continued)**

<b>Position</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
7th-8th Grade Girls Volleyball	0.054	0.057	0.060	0.063	0.066	0.069	0.072
7th-8th Grade Girls Basketball	0.065	0.070	0.075	0.080	0.085	0.090	0.095
Band Director	0.130	0.137	0.144	0.151	0.158	0.165	0.172
Asst. Marching Band Director	0.050	0.054	0.058	0.062	0.066	0.070	0.074
Pep Band Director	0.008						
Flag Corps Director	0.028	0.031	0.034	0.037	0.040	0.043	
Head Cheerleading	0.120	0.127	0.134	0.141	0.148	0.155	
Asst. Cheerleading	0.070	0.075	0.080	0.085	0.090	0.095	
<b>Musical:</b>							
Producer/Director	0.050	0.0525	0.055				
Instrumental Director	0.040	0.0425	0.045				
Non Musical Productions	0.030						
<b>Newspaper:</b>							
Newspaper offered	0.018						
Newspaper <i>not</i> offered	0.055						
<b>Yearbook:</b>							
Publications offered	0.018						
Publications <i>not</i> offered	0.055						
<b>Class Advisors:</b>							
Grades 9, 10 and 12	0.010						
Grade 11	0.050						
Athletic Ticket Sales (2)	0.059						
Muse Machine	0.017						
Show Choir	0.017						
National Honor Society	0.012						
Student Council	0.012						
Department Heads	0.030						
Art	0.012						
Leadership Facilitators	0.012						
Key Club	0.012						
Strength Coach	0.070						
Academic Team Advisor	0.012						
<b>Junior High</b>							
Audio Visual Director (K-8)	0.060	0.064	0.067	0.071	0.074	0.078	
Service Club	0.014	0.017	0.020	0.023	0.026	0.029	
Head Cheerleading	0.029	0.033	0.037	0.041	0.045	0.049	
Asst. Cheerleading	0.014	0.017	0.020	0.023	0.026	0.029	
Newspaper	0.010						
National Honor Society	0.012						
Play	0.030						
Choral Club	0.030						
<b>Elementary</b>							
Head Teacher	0.030						
<b>Miscellaneous</b>							
Elementary Reading Intervention	\$ 12.80	\$14.33	\$15.86				
Home Tutoring, per hour	\$ 12.80						
Saturday School/Detention	0.0005 per hour						
Excessive Enrollment, per semester	\$200.00						
Extended Service Contracts	Per Diem Rate						
Summer School	.0009/hr.						
LPDC	.0009/hr.						
Master Teacher	.0009/hr.						
IAT Team	.0005/hr.						

**Attachment A**  
**Miami East Local School District**  
**Notification Of Use Of Personal Leave**

The Board recognizes the need for personal leave due to emergencies or personal business which cannot be handled outside the normal workday.

"Ohio Revised Code 124.386 defines personal leave as "mandatory court appearances, legal or business matters, family emergencies, unusual family obligations, medical appointments, wedding, or religious holidays ..." Examples of inappropriate uses of personal leave include, but are not limited to, the following: vacations, shopping, sporting events, or entertainment.

Name \_\_\_\_\_ Building \_\_\_\_\_

Date of Leave \_\_\_\_\_ Half Day \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. \_\_\_\_\_

Whole Day \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Principal \_\_\_\_\_ Date \_\_\_\_\_

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_

If leave request is disapproved, please state reasons for such action.

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**Attachment B**  
**Grievance Report**

<b>Building</b>	<b>Assignment</b>	<b>Name Of Grievant</b>	<b>Date Filed</b>
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**ARTICLE IX C2**

A. Date Cause of Grievance Occurred:

B. 1. Explanation of Grievance:

2. Proposed Solution:

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
Date

C. Supervisor's Response:

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

Cc: Superintendent  
Association President







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## **Attachment C**

### **Enrollment Of The Children Of Non-Resident District Employees**

Miami East staff members who do not reside in the school district may enroll their son(s)/daughter(s) in the Miami East Local School District with prior approval from the Superintendent. These students would not have to pay tuition. Employees children shall be enrolled if space permits at the beginning of a term and would have priority over tuition students. The Superintendent/ principal shall decide on the grade level and building placement for the student(s) being enrolled.

**Attachment D**

**Miami East Local School District  
Professional Leave Form**

Name \_\_\_\_\_ Date \_\_\_\_\_

I request permission to attend \_\_\_\_\_

to be held in \_\_\_\_\_

on the date(s) of \_\_\_\_\_

Expenses (estimated): Registration Fee \_\_\_\_\_

Mileage \_\_\_\_\_ @ \_\_\_\_\_ per mile \_\_\_\_\_

or sharing ride with \_\_\_\_\_

Housing \_\_\_\_\_

Total Estimated Cost \_\_\_\_\_

A substitute teacher will \_\_\_\_\_ / will not \_\_\_\_\_ be required.

*It is understood that the approval of this request is contingent upon evidence of adequate preparation for the continuation of the educational process (lesson plans, etc.) out-of-state travel requires prior board approval.*

Approved: \_\_\_\_\_  
Building Principal Date

Approved: \_\_\_\_\_  
Superintendent Date

Or Denied Because Of: \_\_\_\_\_

Comments: \_\_\_\_\_

*Please submit two (2) copies of the request with a copy of the registration form or other supportive data two (2) weeks prior to the date of the leave.*

Reminder: Upon your return, please send to the Central Office: An educational expense form, proof of registration, and receipts for other expenses.

- Note:
1. Use this form to report seminars, workshops and conferences.
  2. Required meetings and field trips should be reported on the B-1 form, line #3.

## Attachment F

### Miami East Laptop Contract

This agreement is between \_\_\_\_\_, an employee in the Miami East Local School district, and the Miami East Local Schools.

In order to encourage employees to become more involved with technology, and, in turn, to become more efficient in incorporating computers into their daily work, the Miami East Local Schools are offering an opportunity for employees to purchase laptop computers. An employee is any certified or classified individual working for the Miami East Schools and will qualify for consideration for a laptop. Any individual working in the Miami East Local Schools only on a supplemental contract will not qualify. Because of funding uncertainty, this contract may not be offered in the future. Following are the details the above employee and the Miami East Local Schools agrees to:

- A. The Miami East Board of Education will pay one-half the cost of a laptop computer and the employee will pay the other half. On an annual basis, the Board will determine the continuation of the program. The recommended laptop will be made annually by the Technology Supervisor and the endorsement from the Technology Committee. The Employees may pay for their share of the computer in full or participate in payroll deduction through the Public Employees – Miami County Federal Credit Union in Troy, Ohio.
- B. The employee may, at any time, buy out the school's share of the computer purchase, by paying the undepreciated investment the school has in the computer. Teachers who do not fulfill the obligations of the laptop contract will be charged the undepreciated penalty for the remaining computer costs.
  1. The school's investment in the computer will be depreciated at a rate of  $33 \frac{1}{3} \%$  per year or  $2 \frac{7}{9} \%$  per month.
  2. If all the requirements of the agreement have been met, the computer will become the sole possession of the employee after three years.
- C. If for any reason the above employee decides to leave the Miami East Local School District, breaks or wants out of the contract during the terms of the contract, the employee may choose one of the following options:
  1. Keep the computer by paying the undepreciated amount invested by the district.
  2. Resell the computer to another employee of the Miami East Local School District who would then assume the obligations of the contract.
  3. Relinquish all claims to the computer, making it the sole property of the Miami East Local School District.

- D. The employee may use the laptop unit at school, at home, in workshops, etc., throughout the school year and summer. The unit must first and foremost be used for professional activities, but may be used for personal functions, as long as said functions do not detract from the professional application of the unit. The employee agrees to the following criteria from the management of the laptop unit:
1. The employee agrees to manage the machine's hard disk space to always allow room for school required software programs and to delete any software as instructed by school administration.
  2. The employee agrees to be responsible for all software programs and files stored on the unit.
  3. Use of the laptop unit must follow Miami East's Acceptable Use Policy.
  4. The employee will complete 12 hours of inservice each year over a 3-year period for a total of 36 hours. If an employee completes more than 12 hours of inservice in a given year no more than nine hours may be credited to the next year. The following "minimum hour standards" will be acceptable with supervisor's approval: 1<sup>st</sup> year – 10 hours; 2<sup>nd</sup> year – 22 hours; 3<sup>rd</sup> year – 36 hours. Inservice will be provided free of charge. The district's scheduled technology programs will count toward the hour totals for this contract. Prior approved graduate credit may be substituted at the expense of the employee in lieu of hours per year requirement, and this will fulfill the total of 36 hours requirement. This class must be a graduate technology course and be the equivalent of three (3) quarter hours.
  4. Participants will maintain a log which assesses the benefits of the laptop computers as an instructional and/or management tool. Logs will be turned in by participants to principals during May and January, and the Superintendent will monitor.
- E. To qualify for this program the employee must submit a goal for effective utilization of the laptop in their area of work to their immediate supervisor prior to approval. If approved, this goal will be part of the yearly evaluation with the immediate supervisor.
- F. Insurance will be the responsibility of the employee.
- G. The laptop unit may be withdrawn from any employee who has failed to meet the minimum requirements as stated in this contract.
- H. Disputes and unresolved issues will be resolved by the immediate supervisor. Administrators have the discretion to waive penalties when the contract is unfulfilled.

I have read and understand the points of this contract and agree to comply with the terms as outlined above.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Building Principal's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Treasurer's Signature

\_\_\_\_\_  
Date

**Attachment I**

**Maternity and/or Family Medical Leave (FMLA)  
Miami East Local Schools**

\_\_\_\_\_ I am requesting maternity leave on the following dates (approximate)  
from \_\_\_\_\_ to \_\_\_\_\_.

I am requesting FLMA leave for the following reason:

- \_\_\_\_\_ the birth and first-year care of a child
  - \_\_\_\_\_ the adoption or foster placement of a child
  - \_\_\_\_\_ the serious illness of an employee's spouse, parent, or child
  - \_\_\_\_\_ the employee's own serious health condition that prevents him/her from  
performing essential jobfunctions
- from \_\_\_\_\_ to \_\_\_\_\_.

Employee Signature \_\_\_\_\_

Date of Receipt \_\_\_\_\_

**Attachment J**  
**Article III, Teaching Conditions**  
**Class Size/Teacher Aide(s)**  
**Miami East Local Schools**

Teaching assistance may be provided by adding an aide or teacher to the class; providing trained parental support; modifying Reading Tutor's role to be assigned to the classroom; or sharing aide(s) across the grade levels to ensure that the same grade level will not experience excessive enrollment for consecutive years without assistance.

\_\_\_\_\_ I am requesting a teacher aide due to increased class size/teaching conditions.

The change in class size or teaching condition warranting the request is:

- \_\_\_\_\_ a) Average Class Size exceeds 23 K-2
- \_\_\_\_\_ b) Average Class Size exceeds 25 3-6
- \_\_\_\_\_ c) Average Class Size exceeds 28
- \_\_\_\_\_ d) Excessive number of IEP, 504 or AYP students assigned to class  
# of IEP Students \_\_\_\_\_ # of 504 Students \_\_\_\_\_

**Additional Information Relevant to the Request:**

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**Explanation of Administrative Decision:**

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**Recommendations:**

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_____ <b>Requestor's Signature</b>	_____ <b>Date</b>	
_____ <b>Building Principal's Signature</b>	_____ <b>Date</b>	
_____ <b>Superintendent's Signature</b>	_____ <b>Date</b> <b>Approved</b>	_____ <b>Date</b> <b>Denied</b>



OHIO EDUCATION ASSOCIATION

Patricia Frost-Brooks, President  
William Leibensperger, Vice President  
Jim Timlin, Secretary-Treasurer  
Larry E. Wicks, Executive Director

STATE EMPLOYMENT  
RELATIONS BOARD

*The OEA will lead the way for continuous improvement of public education while advocating for members and the learners they serve.*

2011 MAY 11 P 12:42

May 10, 2011

State of Ohio  
State Employment Relations Board  
65 East State Street, Twelfth Floor  
Columbus, Ohio 43215

Dear Board Members,

Attached please find the original and required copy of the final negotiated contract for the Miami-East Local Board of Education and the Miami-East Education Association dated July 1, 2011 with an expiration date of June 30, 2015.

Attached also please find one additional copy of the contract for time/date stamp application and return to my office in the self addressed stamped envelope.

Thank you for your cooperation in this matter.

Sincerely,

Kyle Brett Anderson  
Labor Relations Consultant

cc: Todd Rappold, Superintendent  
Jodi Metzger, Miami-East EA President

TROY UNISERV OFFICE

1100 Wayne Street, Suite 2700, Troy, Ohio 45373 ■ PHONE: (937) 335-4544 or (800) 786-1165 ■ FAX: (937) 335-3766

An Affiliate of the National Education Association

