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STATE EMPLOYMENT
RELATIONS BOARD

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AGREEMENT

Between

**MIDDLETOWN CITY SCHOOL DISTRICT
BOARD OF EDUCATION**

and

MIDDLETOWN TEACHERS ASSOCIATION

Effective July 1, 2011 through June 30, 2014

* 10-M-04-0671

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MIDDLETOWN BOARD OF EDUCATION

MTA
PROFESSIONAL NEGOTIATIONS CONTRACT

THIS CONTRACT made and concluded at Middletown, Ohio, this date by and between the Middletown Teachers Association, hereinafter referred to as the MTA and the Middletown City School District Board of Education, hereinafter referred to as the Board, and jointly referred to hereinafter as the parties hereto.

The parties hereto believe that the welfare of the children of the Middletown City School District is paramount in the operation of the schools of the district and to this end both parties will endeavor to promote same.

The parties hereto believe that the interest of the education system is best served when mutual understanding, cooperation and communication exist among the Board, the Administration, and the MTA.

ARTICLE 1.

RECOGNITION

- 1.1 The Board recognizes the M.T.A. an affiliate of the Ohio Education Association and the National Education Association as the sole and exclusive bargaining agent for the purpose of bargaining wages, hours, benefits and other terms and conditions of employment for the professional teaching staff in the bargaining unit. The bargaining unit consists of all full and regular part-time certificated classroom teachers, special education teachers, all certificated therapists (P.T. and O.T.) hired after June 30, 1989, tutors (small group instructors), librarians, counselors, nurses, and speech therapists provided that these individuals work on a substantial and regular basis, more than seventeen and one-half hours per week, every week of the school year or a total of 120 school days during the regular school year for the Middletown City School District; but excluding the Superintendent, Assistant Superintendent, all Administrative Assistants, Directors, Coordinators, Principals, Assistant Principals, School Psychologists, Head Counselors, Adult Education Instructors and Adult Vocational Education Instructors hired after July 1, 1986, other Administrative or Supervisory personnel and all other employees and substitute teachers except those substitute teachers assigned to one specific teaching position for sixty (60) consecutive school days or one hundred and twenty (120) school days in the Middletown City School District in any combination of assignments during a single school year. Such substitute teachers, subject to continued satisfactory performance, shall remain in the bargaining unit until the return to duty of the teacher whose position the substitute has been assigned to or the end of the school year, whichever event occurs first.

- 1.2 Whenever the word "teacher" or "employee" is used in this Agreement it shall be deemed to mean the employees in the bargaining unit covered by this Agreement, as defined in Article 1, paragraph 1.1 hereof.
- 1.3 Other Administrative and Supervisory personnel includes any certificated or professional employee having the authority to responsibly direct other employees and/or the authority to hire, transfer, assign, promote, discharge, reward, discipline or effectively recommend such action as defined in O.R.C. Sections 3319.01 or 3391.02.

ARTICLE 2.

DEFINITIONS

- 2.1 "Days" as used in this Agreement shall be defined as Monday through Friday exclusive of legal holidays, winter and spring break.
- 2.2 "Association" or "MTA" means the Middletown Teachers Association.
- 2.3 "Board", "Board of Education" or "Employer" means the Board of the Middletown City School District.
- 2.4 Unless otherwise provided herein, the "school year" shall be defined as the time period July 1 through June 30.
- 2.5 For purposes of this Agreement, seniority will be defined as the length of continuous employment for the Middletown City School District Board of Education as verified by official Board minutes.

ARTICLE 3.

MANAGEMENT RIGHTS

- 3.1 Except as otherwise specifically provided in this Agreement, the Board hereby retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in the Board or its Superintendent by the laws and the Constitution of the State of Ohio including, but not limited to, their exclusive right and responsibility:
 - A. to determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Employer, standards of services, its overall budget, utilization of technology, and organizational structure;
 - B. to direct, supervise, assign, reassign, schedule, evaluate, hire, discipline, suspend, demote, discharge, reprimand, layoff, transfer, promote, or retain employees;

- C. to maintain and improve the efficiency and effectiveness of the Employer's operations;
 - D. to determine the overall methods, process, means, or personnel, internal and external, by which the Employer's operations are to be conducted, the location, type, and number of physical facilities, equipment, programs, and the work to be performed;
 - E. to determine the size, composition, and adequacy of the work force, as well as to make, amend, and enforce work rules, regulations, standard operating policies, and procedures;
 - F. to determine the overall mission of the Employer as a unit of government;
 - G. to effectively manage the work force;
 - H. to determine the hours of work and work schedules;
 - I. to determine the duties to be included in all job classifications;
 - J. to take actions to carry out the mission of the Employer as a governmental unit.
- 3.2 It is agreed that the above listing of management rights shall not be deemed to exclude other proper functions not specifically listed herein or traditionally exercised by the Employer.
- 3.3 The management rights set forth above shall not be subject to arbitration or impairment by an arbitration award or otherwise except to the extent that such rights are specifically limited by an express provision of this Agreement. Failure to exercise a right or exercising it in a particular manner shall not be deemed a waiver of any management right or prerogative.
- 3.4 The District agrees that conditions of employment relating to wages, hours of work and other significant and material terms and conditions of employment not expressly covered by this Agreement which are mandatory subjects of bargaining as defined by law may not be changed by the District unless the Association is first given notice of the proposed change and an opportunity to bargain regarding the proposed decision and/or the effects of such a decision on bargaining unit employees as that bargaining obligation is defined by law.

ARTICLE 4.

RIGHTS OF THE MIDDLETOWN TEACHERS ASSOCIATION

4.1 Association Representatives

- A. The President of the MTA or his/her designated representative, shall be allowed to visit schools before or after school hours to discuss problems or grievances that individual teachers may have.
- B. The President of the MTA or his/her designated representative, shall have a seat at a table near the one occupied by the Board during official meetings of the Board of Education. The President may be asked to comment on items under consideration which concern teachers. The President shall receive a complete copy of the Board agenda, plus addenda, and minutes of all Board meetings.
- C. Faculty representatives to the MTA representative assembly shall be excused from other meetings to attend scheduled monthly meetings of the representative assembly. Such regular monthly meeting dates shall be set before July 1 and shall avoid the first Monday of each month.

4.2 Registration and Payroll Deductions for Professional Organizations

- A. The names and addresses of newly employed personnel eligible for membership in the MTA shall be made available to the MTA following Board approval of the contracts. These employees shall be provided by the MTA with a copy of the current Master Contract.
- B. An MTA member, upon his/her written request, shall be given the right of payroll deduction of combined dues for the MTA and its affiliates without cost to the association or the individual involved.
- C. The MTA is to assume clerical responsibility for registration for membership of professional organizations for all "Professional teaching staff" eligible for membership in the MTA.
- D. The MTA faculty representatives shall be allowed appropriate time during the preschool workshop for instruction regarding registration and enrollment.
- E. Payroll deductions shall be conducted with Board of Education facilities. Subject to the provisions of Section 4.3, below, each employee shall have the right to discontinue any such deductions by proper notice to the Treasurer of the Board of Education at the commencement of each school year. (See Article 24.4)

- F. The MTA agrees that it will indemnify and hold the Board harmless from and recovery of damages and expenses sustained by reason of any action taken under this Article.

4.3 Fair Share Fee

- A. Payroll Deduction of Fair Share Fee - Effective January 1, 1990, the Board shall deduct from the pay of all full-time employees in the bargaining unit who elect not to become or to remain members of the MTA, a fair share fee for the Association's representation of such non-members during the term of this Contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.
- B. Notification of the Amount of Fair Share Fee - Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Association for full-time employees and one-half (1/2) dues for part-time employees except casual, daily rate substitutes, shall be transmitted by the Association to the Treasurer of the Board on or about September 15 of each year during the term of this Contract for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.
- C. Schedule of Fair Share Fee Deductions
1. All Fair Share Fee Payers - Payroll deduction of such fair share fees shall begin at the second payroll period in January except that no fair share fee deductions shall be made for bargaining unit members employed after December 31 until 60 days after initial employment.
 2. Upon termination of membership during the membership year - the Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.
- D. Transmittal of Deductions - The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.
- E. Procedure for Rebate - The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the

bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the constitutions of the United States and the State of Ohio.

- F. Entitlement to Rebate - Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.
- G. Indemnification of Employer - The Association, on behalf of itself and the OEA and NEA, agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:
1. The Board shall give a ten (10) day written notice of any claim made or action filed against the Employer by a non-member for which indemnification may be claimed;
 2. The Association shall reserve the right to designate counsel to represent and defend the Employer;
 3. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;
 4. The Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.
- H. Nothing in this Article shall inhibit or interfere with the rights of any employees objecting to the payment of Association dues or fair share fees based on religious grounds. The rights of such members shall be resolved under the provisions of Section 4117.09(C) of the Ohio Revised Code, allowing for the contribution of an equivalent amount to a charitable organization.
- I. Arbitrations under the Association's rebate procedure concerning fair share fee objections shall be held outside regular school hours.

4.4 Facility Usage

- A. The MTA officers and faculty representatives shall have the right to insert materials pertaining to the MTA in teachers' mailboxes and to send such materials through the interschool mail system. It is understood and agreed that such materials will not promote or give notice of illegal or unlawful acts.

- B. The MTA officers and faculty representatives shall have the privilege of using space on bulletin boards in each building teacher lounge(s) for MTA business. The display of materials of any inflammatory or slanderous nature shall be prohibited. It is understood and agreed that such materials will not promote or give notice of illegal or unlawful acts.
- C. The MTA shall have the right to use school facilities in accordance with Board policy for preferred groups.

4.5 District Committees

A. Faculty Advisory Committee

1. There shall be a Faculty Advisory Committee established in each building, which shall be chaired by the MTA Building Chairperson. The building principal shall be a member of the committee.
2. MTA shall have representatives on the Faculty Advisory Committee in a ratio of one (1) MTA representative for each ten (10) teachers, or fraction thereof, provided that in each building the MTA shall be entitled to a minimum of two (2) MTA representatives. Such representatives shall be elected by their respective faculties.
3. After election of the members of the Faculty Advisory Committee, the building chairperson and the building principal shall evaluate the structure of the committee and jointly determine whether additional members need to be added to provide adequate representation of the staff. They shall then take these recommendations back to the Faculty Advisory Committee for their approval. Membership may be granted to other faculty members by the committee on a permanent or temporary basis for the school year. They may also from time to time, when necessary, appoint a member or members of the building staff who are not members of the committee for particular project studies.
4. The intent of the committee is to improve communications between staff and administration in regard to building problems and programs. The Faculty Advisor Committee shall meet at least once a month during the school year to discuss matters of common interest in the building, such as scheduling the teachers' preparation period, maintenance, supplies, etc. A schedule of regular meetings shall be established and an agenda of matters to be considered at the regular meetings shall be distributed to the building staff at least twenty-four (24) hours before any regular meeting.
5. Special meetings may be scheduled when necessary.

6. Minutes of all meetings shall be kept and made available to the building staff, the MTA and the Superintendent. All meetings are to be open so that any teacher or administrator can attend as an observer.
7. At the beginning of each year the FAC and building principal shall prepare a mutually acceptable plan such that every teacher shall have their scheduled planning time.

B. Labor Management Committee

1. In an effort to further a good working relationship between the parties, a labor management committee shall be formed to investigate, study and discuss solutions to mutual problems affecting labor relations.

2. Representation on this committee will be:

For the Administration:

Superintendent
Director of Human Resources
High School, Middle School, Elementary,
Administrative Representative

For the Association:

President
1st and 2nd Vice Presidents
High School, Middle School, Elementary
Representative

3. The parties reserve the right to invite their Association Representative or Legal Counsel to meetings where Agenda items have bearing upon matters that relate to collective bargaining or potentially grievable items or where otherwise deemed necessary upon written notice to the other party.
4. The Superintendent and President will serve as co-chairpersons of the committee.
5. One member appointed by the co-chairmen will serve as secretary and prepare minutes of the meeting. Before distribution, both parties shall review the minutes. Copies will be provided to all administrators, board members and association representatives.
6. The chairpersons shall recognize any consensus of the parties to table a topic.

7. Meeting Schedule and Agenda

- a. Meetings will be held as needed by the parties. An agenda shall be submitted at least 48 hours prior to the meeting to both parties. The intent is for each side to come to the meeting as well prepared as possible.
- b. A specific day and time shall be agreed to for future meetings. Every attempt shall be made to keep such a schedule, realizing that some flexibility is necessary.
- c. Except in emergencies, topics not on the agenda shall not be discussed but placed on the following meeting's agenda. The agenda shall include a brief description of each item to be discussed. Emergency items may be added to the agenda by mutual consent.

8. General Guidelines

- a. It is recognized that recommendations growing out of these meetings are not binding.
- b. Topics that could lead to grievances may be discussed.
- c. Each person wishing to speak shall be recognized by the facilitator before speaking, subject to the rules of order adopted by the parties to govern the conduct of meetings.
- d. The co-chairpersons shall recognize a consensus to table a topic for further study.
- e. Each topic shall be discussed fully and action reached before proceeding to another topic. Topics requiring further study may be tabled. Where mutually satisfactory decisions are not reached, the topic shall be cancelled, reverting to its proper place in the labor management relationship - for instance, grievance procedure, negotiations, etc.
- f. There will be mutual agreement on any news releases.

9. The Labor Management Committee, or an appropriate subcommittee, will be kept informed with respect to changes to and development of courses of study prior to recommendations being made to the Board of Education or the Board's action on a recommended curriculum change.

4.6 (SBDM) Site-Based Decision-Making

As an appendix to this Agreement the parties include their agreement to engage in the process of Site/School-Based Decision-Making (“SBDM”) for the term of this Agreement.

4.7 Local Professional Development Committee

A Local Professional Development Committee (“LPDC”) shall be established. The “Standards and Guidelines” as approved by the Board and the Association are attached hereto as Appendix G.

4.8 Reading Diagnosticians

The Memorandum of Understanding dated February 12, 2003, for Reading Diagnosticians shall remain in effect for the duration of this Agreement and is attached as Appendix C.

ARTICLE 5.

SUBJECTS AND PROCEDURES FOR NEGOTIATIONS

5.1 Composition of Negotiating Teams

- A. The MTA shall be represented by not more than five (5) persons of the MTA and designated by the MTA for this purpose. A chairperson shall be designated in advance.
- B. The Board of Education shall be represented by not more than five (5) persons approved by the Board of Education, upon recommendation of the superintendent of schools. A chairperson shall be designated in advance. These persons shall not be members of the MTA or professional personnel represented by the MTA.
- C. A quorum, consisting of two teams of two members each, shall be present before each negotiation's session is begun.
- D. The membership of a negotiating team should be determined at the beginning of a series of bargaining sessions and should, as far as possible, remain the same throughout the sessions.
- E. Each team shall be empowered to make proposals and counterproposals and come to tentative agreements on behalf of its respective party.
- F. The negotiating teams may jointly appoint ad hoc study committees to research, study and develop projects, reports and programs, and to make recommendations on matters under consideration. Such appointments shall include specific

instructions as to time and methods for reporting findings. These committees shall report all findings to both negotiating teams in joint session.

- G. Members of the negotiating teams, as professional individuals, shall be expected to voice their opinions openly and freely in a cooperative attempt to reach equitable decisions. No sanctions or reprisals of any kind shall be taken by either the MTA or the Board of Education against the other party by reason of participation in negotiations.

5.2 Requests for Negotiations

- A. Items proposed for professional negotiations shall be submitted by the President of the association to the Superintendent of the school district or by the Superintendent of the school district to the President of the association.

- 1. The initiating party shall include:

- a. Date of request
- b. List of items being submitted for negotiation
- c. Person to contact

- 2. The receiving party shall within ten (10) days submit written response which shall include:

- a. Date of response
- b. Acknowledgement of receipt of professional negotiations request
- c. List of items the receiving party wishes to submit for negotiations
- d. Person to contact

- B. If mutually agreed to by the parties, the contract or any part thereof may be renegotiated prior to the termination of the effective date of same. Negotiations shall begin within ten (10) days of the agreement to renegotiate in accordance with the procedures specified in Article 5.

- C. The master contract negotiations shall be reopened 120 days prior to the expiration date.

5.3 Meeting

- A. An agenda of items and/or order for discussion of the entire list of requests shall be agreed upon by both negotiating teams. Upon adoption of said agenda, which shall be done at the first meeting, no issues shall be added to the agenda for negotiation without the consent of both teams.

- B. Negotiation meetings shall be scheduled to interfere least with school schedules; however, if necessary, members of the negotiation teams may be reassigned from school duties to attend these meetings.
- C. Until all negotiation meetings are completed, each meeting shall include a decision on an agreed time, date and place for the next meeting.
- D. The meetings shall be held in mutually acceptable surroundings. The superintendent and the president of the MTA and/or chairperson of the negotiating teams shall make arrangements for the meeting place.

5.4 Conduct of Meeting

- A. Representatives of the news media shall not be permitted to attend a negotiation session. Any press releases during negotiations must be agreed upon by both negotiating teams.
- B. Upon the request of either party, any negotiation meeting shall be recessed to permit the parties to caucus.
- C. The completed negotiated agreement, or all items agreed upon by the parties, shall be reduced to writing and submitted to the MTA for approval and to the board for approval. Any items not agreed upon shall be submitted to an arbitrator/fact finder or mediator as set forth below in paragraph 5.6.

5.5 Agreement

- A. Upon ratification by both parties, the agreement shall be signed within five (5) days by the Superintendent of schools and by the President of the Board of Education and the president of the MTA and the members of the negotiations teams.
- B. The agreement, as ratified by both parties, shall be entered into the official minutes of the Board of Education at the time of ratification and shall go into effect immediately unless a specified date is indicated as the effective date for a negotiated time.

5.6 Impasse

- A. If the negotiating teams are unable to negotiate the items under negotiation to a satisfactory conclusion within forty-five (45) calendar days from the date of the first negotiations session, unless both negotiation teams extend the time, the matter may be referred to the Federal Mediation and Conciliation Service by either party.

- B. If the parties are unable to reach an agreement within sixty (60) calendar days from the date of the first negotiations session, unless both parties extend the time, the matter shall be referred to a single impartial FACT FINDER under the rules of the American Arbitration Association.
- C. The Fact Finder shall render a decision in writing and make his/her recommendations within thirty (30) days after the impasse hearings. The final recommendations shall be submitted concurrently to the Board and the Association. Upon receipt of the Fact Finder's recommendations the provisions of Ohio Revised Code Section 4117.14, which details the procedures related to the acceptance and rejection of the Report, and the right to strike which procedures shall be adhered to by the parties, except that the Board and the Association shall have fourteen (14) days from the receipt of the Fact Finder's Report to accept or reject the Report and serve notice of such action on the State Employment Relations Board.
- D. Each party shall bear the expense of its own witnesses, the production of its evidence and the presentation of its case. The cost for the services of the AAA arbitrator, including per diem expenses, if any, and the actual and necessary travel and subsistence expenses shall be borne equally by the Board and the MTA.

5.7 Contrary to Law

- A. If any provision of this Contract shall be found to be contrary to law by a Court of competent jurisdiction, then that provision shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect for the term of the Contract.
- B. Any section of this Contract found to be invalid, pursuant to Section A above shall be renegotiated. Negotiations on such Section only shall commence within fifteen (15) days of the determination that the provision is invalid. Negotiations shall be in conformance to the procedures set forth above.

5.8 The parties acknowledge that during the negotiations that resulted in this agreement, each party had the unlimited right and opportunity to make demands and proposals, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement, and this agreement embodies all applicable provisions relating to employees covered. Therefore, the employer and the union, for the term of this agreement, each agree that the other shall not be obligated to negotiate with respect to any item covered by this agreement. The employer and the union may, however, mutually agree to alter, amend, supplement, enlarge or modify the provisions of this agreement only by a written agreement or letter of understanding.

5.9 The parties agree that this agreement will be the sole and exclusive recourse available to employees and the parties hereto and, where provisions of this agreement conflict with

otherwise applicable provisions of Ohio law, this agreement shall prevail pursuant to Ohio Revised Code, Section 4117.10(A).

ARTICLE 6.

INDIVIDUAL TEACHER CONTRACTS

- 6.1 Except in regard to teachers who have attained continuing contract status elsewhere, the initial limited contract offered to teachers new to the Middletown City School District, except teachers hired to fill vacancies occurring during the school year, or as substitute teachers, shall be for a term of one (1) school year. Teachers hired during the school year to fill vacancies may be offered contracts for the remainder of the school year. Upon completion of the first contract of employment in the Middletown City Schools, such teachers, if reemployed, shall be offered a limited contract for a term of one (1) year. Upon the completion of the second contract, assuming eligibility for continuing contract status does not exist, such teacher, if reemployed, shall be offered a contract for a term of one (1) year for the second and any subsequent years of employment.
- 6.2 If eligibility for continuing contract status is achieved, a teacher must successfully complete the evaluation procedures set forth in Appendix D herein, be recommended by the Superintendent and approved by the Board of Education by April 30 of the year in which eligibility for continuing status is achieved, in order to be awarded a continuing contract for the following school year. Provided the building principal is notified by the teacher prior to the start of the evaluation process of expectant eligibility for tenure, failure of the principal/evaluators to observe the guidelines of Appendix D III – shall not operate to delay the award of continuing contract status for an eligible teacher. In addition, the Superintendent may, without Board action, offer a teacher an extended limited contract, also known as a probationary contract, at the time such teacher is eligible for a continuing contract, in lieu of a continuing contract.
- 6.3 Notwithstanding any other provision in this Agreement, or State law including ORC Sections 3319.16, 3319.11 and 3319.111, prior to April 10th of any of a limited contract teacher's first two years of service in the District, as defined by the Board adopted school calendar, any such limited contract teacher may be notified of the Superintendent's intent to recommend the teacher be non-renewed. The non-renewal shall not be subject to the grievance and arbitration procedures of this Agreement or any other appeal or hearing procedures provided by State law. Prior to the non-renewal, however, the probationary employee shall be given the reason(s) for the proposed non-renewal, in writing, at which time the employee may request representation by an MTA representative. For purposes of this paragraph, a newly hired limited contract teacher includes individuals who have previously served the District as part-time tutors or substitute teachers. The parties may, by written consent, extend the probationary period herein for one additional school year.

Without prejudice to the District's ability to non-renew newly hired teachers as set forth above, the school principal or designee shall follow the District's evaluation guideline

with regard to the jointly developed goals review conference, to be held on or before January 31, and to set forth therein any known performance deficiencies.

6.4 Conditions of Employment for Probationary, Limited Contract Teachers

Newly hired, limited contract teachers will during their first two years of employment, be scheduled and paid for four (4) additional days to be served before or after the 185 day school calendar for participation in a two year mentoring program to help assure progress as a successful teacher. Such mentoring will include, at a minimum, additional instruction in the areas of technology, professional learning communities and assessment literacy. Successful completion of the mentoring program will be a condition of continued employment. Pay for the additional training will be at the rate set forth in paragraph 16.6 (\$128.13).

6.5 Notwithstanding any other provision of this Agreement, if the Employer elects, in its sole discretion, to employ an individual who has retired and is receiving benefits through the State Teachers Retirement System, such individual shall be employed under a special limited contract, defined below. The Employer shall have the right to place the teacher between steps 7 and 15 of the salary schedule.

A. Special Limited Contract – A retired teacher under STRS who is rehired shall be deemed a newly hired teacher regardless of the individual's prior service, whether with the Employer or another school district. Such individuals are eligible only for a one year special limited contract which shall automatically expire upon the completion of the school year for which such special limited contract was issued without the requirement of Board action, evaluation, nonrenewal or notice.

B. The Employer, however, in its sole discretion may elect to reemploy such special limited contract teacher for the following year under the terms set forth above. The Employer's decision to employ or reemploy is not subject to the grievance and arbitration provisions of this Agreement.

C. No Employer paid health, dental, or life insurance benefits will be provided to retired bargaining unit members employed under the provisions of paragraph 6.5 first hired as a retiree on or after July 1, 2007, except that Employer provided health insurance may be purchased by such individuals at his/her expense.

6.6 Notwithstanding the provisions of ORC Section 3319.15, no teacher shall terminate the teacher's contract after June 30 of any school year or during the school year, prior to the termination of the annual session, without the consent of the Board of Education; and such teacher may terminate the teacher's contract at any other time by giving five days written notice to the Board of Education.

6.7 The procedures of this Article, pursuant to O.R.C. Section 4117.10(A), are intended to supersede, where conflicting, the procedures set forth in Sections 3319.08, 3319.11, 3319.111 and 3319.16 or related conflicting sections of the Ohio Revised Code.

ARTICLE 7.

SUPPLEMENTAL CONTRACTS

- 7.1 The supplemental teacher contract for extra duty assignment and granted additional compensation shall be separate from and in addition to the regular teaching contract and shall include the following:
- A. Specific supplemental assignment.
 - B. Salary and date(s) of payment.
 - C. Signatures of both parties to the contract and the date of the signing of the contract.
 - D. A job description will be attached. (Copies of which will be provided to the MTA)
- 7.2 The supplemental teacher contract shall be for one year which will automatically come to an end at the close of the school year for which it was issued without Board action of evaluation, nonrenewal or notice.
- 7.3 Differential Pay Schedule
- A. Each salary on the attached Differential Pay Schedule shall reflect a percentage rate of the newly negotiated base pay (BA, 0 Step).

These percentages shall become the Differential Pay Schedule.
 - B. Administration of the Schedule
 - 1. An employee shall advance one step on the differential scale with each year of experience except in years when the board, due to a financial crisis, is required to make application to the State Loan Fund.
 - 2. Past and current experience in the same assignment shall apply to the new proposed ranges.
 - 3. The differential pay shall be computed by multiplying the index percentage corresponding to the teacher's position experience by the base salary.
- 7.4 The Superintendent or his or her designee may place a person at an appropriate step on the pay schedule instead of Step 0 if the person employed has had significant experience in the activity such as coaching without pay, college experience in that sport, director of summer theater, etc.

- 7.5 If an incumbent to a supplemental contract is not chosen for the position for the following year, the employee will be informed of the reason or reasons for his/her nonrenewal, in writing, by June 3. Reasons for the nonrenewal shall not be arbitrary or capricious.
- 7.6 Vacant supplemental positions which result from resignations and non-renewals shall be posted in each building for a period of five (5) days. Notices of vacancies occurring during the summer vacation period will be posted on a bulletin board at the administration building and the District website. Any qualified teacher may apply, in writing, to the office of the Director of Human Resources prior to the expiration of the posting period. Notices of vacancies during summer vacation will be posted on a bulletin board at the Administration Building.
- 7.7 All current employees who meet the necessary qualifications will be considered for the position prior to the position being filled by a non-bargaining unit person.
- 7.8 Acceptance or rejection of a supplemental shall be entirely voluntary. The failure to apply for or accept a supplemental contract or the failure of the District to renew a supplemental contract shall have no adverse effect on the Employee's evaluation of his/her regular contract.
- 7.9 All positions held by non-certified staff will be posted by May 30. Contracts will be issued ten (10) days prior to the official start of the activity/season as defined by the Ohio High School Athletic Association if qualified applicants are available.

ARTICLE 8.

AFFIRMATIVE ACTION

- 8.1 The Association and the Board expressly believe that an affirmative action statement covering ethnic-minority teachers is necessary. The Association and the Board recognize the importance of a racially integrated staff and support affirmative action. The Association and Board further recognize that it is desirable in making assignments to consider the programs of the District and the distribution of teachers by sex and experience as well as race.

ARTICLE 9.

REDUCTION IN FORCE

- 9.1 If, in the sole judgment of the Board, it is determined to make a reduction in force for any reason including, but not limited to the reasons set forth in Section 3319.17 of the Ohio Revised Code, then the following procedures shall be utilized when making the reduction.

9.2

- A. Reductions shall be made through attrition to the extent possible.
- B. If additional reductions are needed, limited contract teachers shall have their contracts suspended in accordance with seniority within the teaching certification(s) to be affected by the layoff. The employment date will be verified by Board of Education official minutes.
- C. If further reductions are necessary, continuing contract teachers shall have their contracts suspended in accordance with seniority within the teaching classification(s) area affected by the layoff. The employment date will be verified by Board of Education official minutes.

9.3

- A. Seniority shall be defined as the length of continuous employment with the Middletown City School District Board of Education with the date of employment as verified by official Board minutes.
- B. Continuous employment as referenced above in Subsection A shall include all time on Board approved leaves of absence, all time on disability retirement to a maximum of five (5) years, and, subject to paragraph 9.4 C below, all time that a certificated employee's contract has been suspended provided there is no break in service.
- C. Seniority shall be lost and employment terminated when a certificated employee resigns, retires, accepts gainful employment during an approved leave-of-absence without the written approval of the Board or is discharged for cause.
- D. When two or more certificated employees have equal seniority, the tie shall be broken by a determination of the Superintendent, or his or her designee, after interviewing all the affected individuals and considering their overall performance while employed by the Board.
- E. When two certificated employees have equal seniority, the employee with the greatest number of years in the Middletown City School District shall receive preference at the time of a reduction in force or at any time when seniority is a critical factor in employment.

9.4 Employees whose contracts have been suspended shall have rights to recall as follows:

- A. First recall shall be of employees with suspended continuing contracts in order of seniority in the employee's major areas of certifications, then in minor areas of certification.

- B. If vacancies cannot be filled by employees with continuing contracts, then laid off employees with limited contracts, by seniority, shall be eligible, first in major areas of certification, then by minor areas of certification.
 - C. The recall list shall be maintained for a period of two (2) years which shall include the time period up to the first student day after the second year of the layoff. Thereafter, an employee on layoff shall lose his/her right to recall.
 - D. No new appointments may be made while there are laid off employees available who are certificated to fill vacancies.
 - E. If an employee on layoff refuses the position offered by the Human Resources Department for which he/she is qualified, his/her layoff and recall rights shall be terminated.
 - F. The Board has fulfilled its responsibility herein by sending a written offer for a job vacancy to an employee on the layoff list by certified mail at the last address left by the employee. Unclaimed, refused or non-deliverable notices as well as failure to respond within ten (10) calendar days from date of mailing shall constitute refusal of the vacancy.
- 9.5 When staff reduction is necessary, the Director of Human Resources shall give written notice of the intent to recommend the suspension of contracts to the employees so affected ten (10) days prior to Board action, and a list of all those affected shall be given to the Association. The Association and Superintendent or his/her designee shall confer on the reasons for such reduction with five (5) days of receipt of notice of the Superintendent's intent to recommend such reduction to the Board.
- 9.6 In each curriculum area a list which contains either 10% of the total group or six (6) names, whichever is the largest, shall be prepared placing the person with the least seniority at the top of the list. The Association shall receive copies of this list.
- 9.7 Employees on layoff shall be permitted to carry group life insurance, dental, vision and group medical and hospitalization insurance for the period the teacher is eligible to be recalled from layoff, provided they pay 100% of the cost of the premiums for such insurance. It shall be the individual's responsibility to see that the monies are paid to the School Board Treasurer by the first day of each month. It is understood that the Board of Education will assume no responsibility for any cancellations of insurance coverage. It is also understood that this arrangement is only valid while the laid-off employee remains unemployed.

ARTICLE 10.

ASSIGNMENT, TRANSFER AND PROMOTION

10.1 Assignment

- A. The Association and Board recognize the statutory power of the Board to employ and of the Superintendent to assign teachers.
- B. Notwithstanding any other provision of this Article, the initial assignment of new staff shall be at the sole discretion of the Superintendent, after the completion of involuntary transfers. Other assignments, reassignments, or transfers of a classroom teacher shall be in accordance with the remaining terms of this Article as set forth below.
- C. The provisions of this Article are subject to the licensure rules and regulations of the State of Ohio and the requirements of the reauthorization of the ESEA, also known as the Federal "No Child Left Behind Act" ("NCLB").
- D. In cases where state licensure or the NCLB abrogates a contract right, either party may request a conference to determine if contract language will help to govern future circumstances.
- E. Any teacher hired on a one-year temporary license may not be deemed a highly qualified teacher due to the requirements of the ESEA. Such individuals are only eligible for a one-year limited contract which shall automatically expire upon the completion of the school year for which the limited contract was issued without the requirement of Board action, evaluation, non-renewal, or notice.

10.2 Reassignment Within Buildings

- A. At grade levels 9-12, to accommodate scheduling, building principals may reassign teachers in their building to teach any subject for which the teacher is certificated.
- B. At grade levels K-8, building principals may reassign teachers in their building to another grade, provided the reassignment does not exceed three grade levels above or below the grade level currently being taught by the reassigned teacher or reassign teachers in their building to teach any subject for which the teacher is certified, provided further, that in grade levels K-8 in-building vacancies, teachers presently assigned to that building, who have not been reassigned by the Principal, will have the first right to the vacant position on the basis of qualifications, experience and performance. Such vacancies will be posted in the building and on the internet for a minimum of forty-eight (48) hours. If more than

one teacher in the same building files a written request for the vacant position, where these factors are substantially equal, seniority shall control the choice.

- C. As used in this Article, building shall be defined as any structure owned or leased by the District, operating as a school building with an ODE-IRN number housing staff, students, and school principal. The term building is not intended to encompass programs such as Reading Diagnosticians or Gifted and Talented Programs ("GATE"). The President of the Association shall annually receive a list of all programs designated by this paragraph and the names of teachers working in these programs.
- D. Teachers who are reassigned under this provision will be notified of their reassignment by July 20. Reassignments after this date shall not be made for arbitrary or capricious reasons.

10.3 Posting of Vacancies

- A. During the period of May 15 through June 30, the Director of Human Resources will post in each building of the District, a list of vacancies for the following school year. Vacancies which occur after June 30 will be filled by the Superintendent, or his or her designee, at his or her discretion.
- B. Notices of vacancies occurring during the close of schools and June 30 will be posted on a bulletin board at the Administration Building and the District website.
- C. A specific vacancy shall mean a position that was previously held by an employee which is to be staffed or any new position created by the Board after involuntary transfers have been made.
- D. Whenever a vacancy occurs during the school year, the position shall be filled on a temporary basis until the end of the school year. The vacancy shall be filled pursuant to the provisions of this Article.
- E. Administrative positions are not subject to this Agreement. However, the Board agrees to post administrative vacancies, as determined by the Superintendent, so that qualified bargaining unit members may apply.

10.4 Voluntary Transfer

- A. Teachers who desire to fill a specific vacancy as defined above, shall, within four (4) school days of the posting of the vacancy, file a written request to fill the vacancy with the Human Resources Department with the following exception:
 - 1. Employees shall not have the right to apply for a voluntary transfer during the first three (3) years of employment with the Board. This limitation may be waived by the Director of Human Resources.

- B. Where more than one individual requests a transfer to a particular vacant position for which he or she is certificated, the Director of Human Resources shall award the transfer on the basis of qualifications, experience and performance. If these factors are substantially equal, and the transfer is consistent with the racial balance of staff or Article 8 hereof, the position shall be awarded to any of the three most senior equally qualified employees.
- C. In the event of a successful grievance under this Article, the remedy shall be to place the grievant in the vacancy requested at the beginning of the next school year. The person who has been displaced as a result of a successful grievance shall be given preference in assignment to a similar vacancy elsewhere when available.
- D. Any Employee who applies for a transfer, is offered the position and declines the transfer shall be barred from further application for a transfer for the coming school year. This limitation may be waived by the Director of Human Resources.

10.5 Involuntary Transfer

- A. Except as provided in paragraph 10.2 above, an involuntary transfer in this section refers to a reassignment or change in teaching position that has not been initiated by the professional staff member affected.
 - 1. Employees will indicate on the reassignment form their first, second and third choices of schools and grade(s) or subject area to which they desire to be reassigned.
 - 2. Employees with the greatest total continuous service shall have first consideration of vacancies. Where there are one or more employees applying for the same vacancy who have the same seniority, the provision in paragraph 9.3 D, Reduction-in-Force shall apply.
 - 3. Placement of all newly hired personnel and placement of staff desiring voluntary transfer shall be held in abeyance until all requests for transfers from involuntary transferred staff have been considered.
 - 4. In the case of a reduction of a certificated support staff member in the building such as: Intervention Specialist, Computer Lab Teacher or Reading Specialist, the terms of this Section shall be applied by job title.
- B. Involuntary Transfers Due to Changes in the Use of Facilities

If the Board closes a school facility, transfers students from it, or otherwise changes its use, the Human Resources Department will give consideration for reassignment to teachers in such school or facility before teachers in schools not so affected, as follows:

1. Within twenty (20) working days after the Board decides to close a school or facility, transfer students from it, or otherwise changes its use, the Human Resources Department will distribute reassignment forms to all teachers in such school or facility.
2. Employees in an affected building will be notified of their new assignment by the end of June, or as soon thereafter as possible.

C. Involuntary Transfers Due to Individual Personal/ Personnel Problems

1. If a transfer is to be made due to personal/personnel reasons (except in the case of an emergency which requires immediate action, as determined by the administration), the concerned professional staff member will be notified in writing prior to the anticipated date of transfer. The principal/administration will identify the problem and discuss such problems with the professional staff member involved. The staff member has the right to MTA representation, if he/she so desires.
2. At such conference between the professional staff member and the principal/administration, suggestions and recommendations for constructive steps to resolve the problem will be put into writing.

D. Involuntary Transfers Due to Changes in Enrollment Conditions

1. The administration may involuntarily transfer professional staff members as dictated by pupil enrollment conditions in individual buildings or departmental areas. In order for a professional staff member to be involuntarily transferred under this section, the staff member will be given at least three (3) work days notice before the transfer is to become effective.
2. Every attempt will be made to encourage and honor voluntary transfers. If transfers cannot be accomplished in this manner, the following procedure shall be followed:
 - a. When there is a reduction in the number of teachers at a grade level, in a department or a certificated support staff position, the teacher to be transferred is the teacher with the least district seniority.
 - b. The teacher at the grade level, department or support staff position to be transferred may opt for the one position, for which he or she is certificated and qualified, held by the teacher in the building with the least district seniority.

c. If the teacher at the grade level, department or support staff position to be transferred does not want the position held by the teacher in the building with the least seniority, that teacher shall accept a transfer position offered to him/her based on the vacancies available at that time.

3. When personnel must be transferred as a result of a reduction in enrollment at the particular grade level or class, the Director of Human Resources shall publish a list of the necessary reductions by position, grade level and building. This will be posted on the bulletin board of the school(s) concerned and/or on the internet.

10.6 Conferences and Representation Rights

A. Except in unusual and/or emergency circumstances, such as defined in Section 10.5 B, teacher(s) to be transferred shall be informed in a conference with the principal on or before May 15th, or as soon thereafter as possible, of each year.

B. The teacher(s) to be transferred may schedule a conference concerning the transfer with the Director of Human Resources at any time and shall have the right of representation.

10.7 Half-Time Teachers

Half-time teachers may return to full-time status within their area of certification at the beginning of any school year. They shall retain full seniority rights.

A. In the instance of the reduction of a half-time position in any building and/or department, the half-time person shall have full rights under Section 10.5 D of this contract.

B. In the instance of a half-time person desiring to return to full-time status where the half-time position is not being reduced, that person shall have full rights under Section 10.4 Voluntary Transfer of this contract.

10.8 Transferred Teachers

A. Teachers will not be required to move more than three grade levels in an elementary school.

B. Teachers who have been involuntarily transferred two years in a row will be bypassed the third year.

ARTICLE 11.

NON-RENEWAL, TERMINATION AND DISCIPLINE

11.1 Statement of Purpose

- A. The Middletown City Board of Education (hereafter referred to as the Board) and the Middletown Teachers Association (hereafter referred to as the MTA) recognize that in the interest of maintaining good morale and in the interest of effective personnel management, fair dismissal rights should be accorded all teachers and should be embodied in every type of contractual agreement subject to this Article.
- B. Except as provided in Article 6 and 7, the employment status of any teacher shall not be altered to his/her detriment (suspension, non-renewal of contract, or termination) except for just cause and then not without adequate fair procedures that guarantee to protect both the Board and the teacher.

11.2 Clarification of Terms and Conditions

- A. The term "teacher" refers to certificated professional teaching staff as included in Article 1, 1.1.
- B. Termination of a contract shall be defined as the ending of a continuing contract or a limited contract before the expiration time period specified in said contract.
- C. Non-renewal of a contract shall be defined as a failure by the Board to issue a new contract to a teacher when the time specified in the teacher's contract expires.
- D. Suspension shall be defined as the removal of a teacher from his or her assigned duties.
- E. Except as provided in paragraph 11.4 regarding contract terminations, it is the intention of the parties that the provisions of this Article shall govern all aspects of non-renewals, notice of, suspension, discipline and evaluation of employees. All statutory provisions in Chapter 3319 regarding these subjects are hereby waived and superseded as provided by O.R.C. Section 4117.10(A).

11.3 Evaluations

- A. All teachers hired by the Board shall be informed as to the evaluation criteria to be used in determining their reemployment.
- B. Each teacher shall, pursuant to current evaluation procedures, be provided definite, positive assistance to correct professional difficulties and time to incorporate the recommended changes.

11.4 Termination of a Continuing Contract

A. Basis for Termination

1. The contract of a teacher may be terminated by the Board for good and just cause.

B. Procedure

1. The legal procedures the Board must follow in terminating a contract are outlined below:
2. Any teacher who has been notified of intent to dismiss has the right to undertake with his/her representative a complete review of his/her personnel file.
3. Upon receipt of a written notice containing full specifications of the grounds for dismissal, the teacher shall proceed according to the procedure outlined in Article 25 hereof, treating termination as a grievance and begin action through the Grievance Procedure Agreement between the Board and the M.T.A., following the provisions agreed on therein.

11.5 Non-Renewal of Limited Contracts

A. Basis for Non-Renewal

Non-Renewal of a teacher's limited contract employed by the Board for greater than five years shall be in accordance with the provisions of the Ohio Revised Code regarding the non-renewal of limited contracts unless otherwise set forth below.

B. Procedure

1. A teacher whose contract is not being considered for renewal shall be notified in writing on or prior to April 30. Such notice may be personally served or served on the teacher by registered or certified mail, return receipt requested, at the last address given by the Employee to the Employer. The notification shall include the following information:
 - a. The grounds for such non-renewal;
 - b. The right to undertake with his/her representative a complete review of his/her personnel file which shall be in the office of the Director of Human Resources.

2. In cases of non-renewal the affected Employee will be afforded a hearing with the Superintendent or his designee prior to Board Action on the issue of non-renewal of the limited contract at which time he or she shall have the right to have an Association representative present.
3. The above contract provisions for non-renewals of limited contracts regarding the subjects of notice, specifications, personnel file review, meetings or hearings and related provisions are exclusive and shall control, replacing and superseding the provisions of O.R.C. Sections 3319.11 or 3319.111.

11.6 Additional Discipline

In addition to the procedures set forth above in this Article, the Board may issue a written reprimand, administrative transfer or a suspension without pay.

- A. Before a teacher has a written reprimand placed in his/her official personnel file, or before a teacher receives an administrative transfer or suspension without pay:
 1. The teacher shall have a pre-disciplinary conference during which time the circumstances shall be explored. At this time the evidence of misconduct or poor performance will be reviewed with the Employee.
 2. Prior to the conference, the teacher shall be notified of the purpose of the conference and the right to representation.
- B. If the conference results in discipline, the reasons for the discipline shall be reduced to writing and given to the teacher following the conference. The teacher shall have the right to attach his/her rebuttal to the disciplinary notice.
- C. Disciplinary conferences may be held either at the Administration Building or at the School. The teacher shall receive at least two (2) days' notice of the conference.
- D. The conference shall precede the discipline as stated above except in extreme circumstances where removal from duties may need to precede such conference.
- E. If the conference results in an administrative recommendation of dismissal, the affected teacher shall have the rights afforded him/her under Section 11.4 or 11.5, above.
- F. As a form of disciplinary action, the board may, upon recommendation of the Superintendent, suspend a teacher without pay for a period exceeding ten (10) days. The Superintendent, with or without Board approval, may issue a suspension without pay for up to ten (10) days. However, a teacher may file a grievance challenging a suspension.

ARTICLE 12.

PERSONNEL RECORD FILE

- 12.1 Any member of the professional staff shall have the opportunity to read any material which may be considered critical of his/her conduct, service, character or personality before it is placed in his/her official personnel file and shall be dated the date of review. The official personnel file is defined as the file of the Director of Human Resources. There shall be only one personnel file maintained for each employee by the Director of Human Resources. A member shall acknowledge that he/she has read the material by affixing his/her signature to the copy to be filed. His/her signature shall not indicate agreement with the content of the material, but indicates only that the material has been inspected by the member. He/she shall also have the opportunity to reply to such critical material in a written statement to be attached to the filed copy.
- 12.2 Members of the professional staff shall be informed of any complaint by a parent and/or student which is directed toward them, which will become a matter of record.
- 12.3 Anonymous letters or materials shall not be placed in a member's file nor shall they be made a matter of record. Each member shall have the right, upon request, to review the contents of his/her own personnel file in the presence of a member of the Human Resources staff. A representative of the MTA may, at the member's request, accompany said member in such a review.
- 12.4 All material being placed in the personnel file of any member of the professional staff shall be dated on the date it is reviewed by the Human Resources office.
- 12.5 All materials contained in personnel files shall be privileged information and these files shall be closed except as otherwise provided by law. An employee will be notified as soon as possible of a public records request to see or copy his or her personnel file.
- 12.6 A staff member shall be entitled to a copy, at their cost, of any material in his/her file except material originally supplied to the District as confidential prior to employment.

ARTICLE 13.

EVALUATION

- 13.1 The evaluation procedure for the "Professional Teaching Staff" is attached hereto as Appendix D.
- 13.2 No complaints against professional staff will be used in the evaluation process unless previously discussed with the employee.
- 13.3 Observations resulting in identification of performance deficiencies shall be followed by a conference between the evaluator and the employee in order for questions arising from

the observation to be discussed. All of the evaluator's observations shall be compiled in writing and a copy of the written observation report given to the teacher at the post-observation conference.

The supervisor and/or the evaluator involved in the particular area of the employee's work will assist the employee in correcting deficiencies. If there is insufficient progress in improving the deficiency, the evaluator and the teacher will develop a written plan for correcting the deficiencies which may include assistance from the supervisor. The plan shall include a reasonable time between observations to allow time for improvement in the areas of performance deficiency.

- 13.4 Other deficiencies regarding the employee's failure to adhere to reasonable work rules or other documented deficiencies not noted during the formal observations should be put in writing and provided to the employee within a reasonable period after the deficient performance.
- 13.5 The Board's currently existing provisions and practices regarding evaluations of limited contract teachers who must be observed or evaluated pursuant to O.R.C. Section 3319.11 and 3319.111 incorporated into this collective bargaining agreement by reference as Appendix D, shall supersede all observation and evaluation procedures and deadlines as provided or required by statute.
- 13.6 A good faith attempt by the Board to comply with all required evaluation or non-renewal procedures, as incorporated herein by reference, shall satisfy any and all legal requirements precedent to the nonrenewal of any teacher's limited contract. Therefore, any minor, technical or other immaterial failure to comply with these procedures by the Board, which do not prejudice the substantial rights of a teacher, shall not serve to inhibit the right of the Board to non-renew the limited contract of a teacher.
- 13.7 Observations and evaluations shall not be required as a condition precedent to the non-renewal of supplemental contracts or the decision to non-renew or not rehire substitute teachers and casual tutors whose contracts, if any, shall expire automatically, without notice, at the end of each school year.
- 13.8 An Employee may review with his or her immediate supervisor or evaluator an unsatisfactory evaluation, and have the right to make written objections to be included in his/her personnel file.
- 13.9 Only procedural compliance with this Article, and not the contents of any evaluation, is subject to the Grievance Procedure set forth in Article 25 herein. The Employee's opportunity to submit written objections described above shall be the Employee's sole recourse to dispute the contents of his or her evaluations except in disciplinary hearings before an arbitrator at which time an Employee may contest the contents of an evaluation if such evaluation formed the basis for an adverse personnel action.

ARTICLE 14.

SUBSTITUTE TEACHERS

- 14.1 The following provisions of the contract shall not apply to Substitute Teachers who are members of the bargaining unit because they have taught in one specific position for more than sixty (60) continuous days or one hundred twenty (120) school days in any combination of assignments during a single school year;
1. Assignment, Transfer and Promotion
 2. Individual Teacher Contracts
 3. Termination, Non-Renewal and Discipline
 4. Reduction in Force
 5. Personal Leave
 6. Association Leave
 7. Sabbatical Leave and Leave for Professional Study or any other Leave of Absence provisions of the Contract
 8. Employment for Summer Work
 9. Tuition Reimbursement and the ELF Fund
- 14.2 It is further understood by the parties that inclusion of a Substitute Teacher in the bargaining unit shall not guarantee or require the assignment of a Substitute Teacher to duty or payment for any day for which there is no need for the Substitute Teacher's services nor shall such inclusion entitle the Substitute Teacher any rights to employment or reemployment in any subsequent school year. Notice of non-renewal and all related provisions of Ohio Revised Code Sections 3319.10, 3319.11 and 3319.111 shall not apply to Substitutes who become members of the bargaining unit.

ARTICLE 15.

TUTORS

- 15.1 As used in this Article and notwithstanding any other provisions of this Agreement, the term Tutor shall include only Employees under contract with the Board employed for and regularly assigned to a tutorial position in the regular day school program requiring the holding of a valid teaching certificate. Individuals satisfying the above definition shall be included in the bargaining unit.
- 15.2 Tutors under contract and regularly scheduled in excess of 3.5 hours per day shall be considered full-time Employees, as that term is defined in this Agreement and all provisions of this Agreement shall apply to full-time Tutors, except as provided in paragraph 15.3, below.
- 15.3 Tutors under contract and regularly scheduled less than 3.5 hours per day shall be considered casual Employees, and while they are included in the collective bargaining unit as defined in Article 1, they shall be subject to only those provisions of this Agreement set forth below.

A. Grievance Procedure

Casual Tutors shall have the right to file and pursue grievances in accordance with the provisions of this Agreement to the same extent as other members of the bargaining unit.

B. Salary

Casual Tutors will be paid for hours actually worked at an hourly rate of pay at the B.S.-0 rate.

C. Contracts

1. Service as a Casual Tutor shall not be considered service for purposes of determining eligibility for a continuing contract or for the award of a multi-year limited contract pursuant to any provision of this Agreement or statute authorizing the award of multi-year limited teaching contracts. All Casual Tutor employment contracts will be one year limited contracts which will automatically expire at the close of the school year for which they were issued without Board action of non-renewal or notice.
2. After two (2) consecutive years of service, if a casual tutor desires to be considered for a regular teaching position, the tutor must make a written request to be interviewed and considered for a vacancy during the following school year for full time tutor or teaching positions for which the casual tutor is certified. Upon the completion of three consecutive yearly assignments as a casual tutor, a tutor's contract will automatically expire or he/she will be placed in a regular teaching position pursuant to Article 6, or he or she may reapply as a tutor.

D. Miscellaneous

1. If a student is absent from a scheduled instructional session other than expulsion or withdrawal from school, the Tutor will be paid for the assigned time provided the time is used for planning or other work connected to the assignment.
2. If school is closed due to inclement weather or other unforeseen conditions, the Tutor shall not suffer a loss of pay.

E. Benefits

Tutors under contract and regularly scheduled in excess of three and one-half (3-1/2) hours per day up to thirty-two (32) hours per week shall be eligible to receive all of the insurance related fringe benefits set forth herein except the Board shall pay 50% of the cost of the premium for said benefits. Tutors working more than

thirty-two (32) hours per week shall be eligible to participate in the benefit program to the same degree as full-time employees. Furthermore, such full-time Tutors will be eligible for personal days, sick leave, professional meetings and assault leave. No fringe benefits will be available to casual Tutors.

ARTICLE 16.

WORKING CONDITIONS

The following conditions shall apply in K-5 schools or Middle School and High Schools except for schools designated as multi-age such as Central Academy in which case special rules shall apply as determined by the parties in a Memorandum of Understanding to be affixed to this Agreement when completed.

16.1 K-5

- A. Teachers in Grades K through 5 shall have 225 minutes of planning time each week within the student day, in addition to their 30 minute duty-free lunch period, but not necessarily daily, or in blocks of 45 minutes.
- B. Substitutes shall be provided in the absence of art, music or physical education teachers and library aides in grades 1 through 5.
- C. Scheduled non-classroom* duties in the elementary schools shall be equitably assigned among regular and special teachers. These duties shall not exceed ninety (90) minutes per week.

*Non-classroom duties are defined as those assigned out-of-classroom duties - before school convenes, during lunch period or after school dismisses.

- D. Special area teachers (art, music, PE), who may have open blocks of time within their schedules, may be used by the building administrator to relieve a classroom teacher for conferences such as IEPs or parental conferences; for intervention with students; provide additional classes for development purposes; or for enrichment working with the classroom teacher.
- E. Each year, the District will issue a detention supplemental contract in each building pursuant to the supplemental contract provision of this Agreement.

16.2 Middle School - High School

- A. A teacher in grades 6-12 shall be assigned a maximum of 165 students per day, subject to any applicable overload payment provided in Article 17 below. Except as provided below, such teachers shall have a maximum of three (3) preparations within a curriculum area per day except in self-contained classrooms. Teachers assigned to teach in two or more curriculum areas will be assigned a maximum of

three (3) preparations. Teacher preparations will be assigned in the best interests of the students and teacher.

1. Foreign language and special teachers (such as art, music, industrial arts, business education and physical education) may be assigned up to four (4) preparations per day.
 2. Academic teachers who teach a fourth preparation with the prior written agreement of the Assistant Superintendent for Learning will be entitled to a \$1,500 per year stipend, payable at the end of the school year.
 3. Special circumstances regarding preparations that are not directly addressed or resolved by reference to this paragraph (16.2) shall be finally determined, on a case by case basis, by the Assistant Superintendent for Learning.
- B. A teaching preparation is defined as a grade level or a different subject within a curriculum area. To the extent possible, teaching preparations will be cooperatively planned by the principal and faculty members in each department and, to the extent possible, the number of preparations will be equalized among the members of the department. However, the building principal and coordinator will make the final decision on assignment of preparations.
- C. Where a number of staff members are involved in a cooperative teaching project, the amount of each person's involved time may be counted in computing the individual teacher's load.
- D. Every teacher is to teach six (6) periods on a seven (7) period day with a regular program. No teacher will have more than six (6) classes per day or an equivalent load, if teaching on a modular program or eight (8) period day. Every teacher shall be guaranteed the equivalent of one preparation period per day.
- E. The assignment of homerooms and other non-classroom duty, such as cafeteria duty, shall be done in an equitable manner within each building.

16.3 Substitute Hourly Rate

- A. Any teacher assigned by the building principal to cover the classes of another teacher shall receive additional pay equal to the hourly rate of the present base salary.

$$\frac{\text{BASE}}{185} \text{ divided by } 8.00 = \text{hr. rate}$$

- B. If a teacher voluntarily agrees to teach an extra period per day, he/she shall be paid the equivalent of one seventh (1/7) of his or her base salary (at the high

school level) and one eighth (1/8) of his or her salary (at the middle school level) for those days, weeks and months for which the extra period is taught. Prior to such an assignment, the teacher will sign a waiver which states that acceptance of the assignment is voluntary and which also states the rate at which the teacher will be paid for the extra period.

- C. At the beginning of each year the FAC and building principal shall prepare a mutually acceptable plan such that every teacher shall have their scheduled planning time.

16.4 Faculty Meetings

- A. The principal shall schedule one (1) regular faculty meeting per month. Faculty meetings may be called either before or after school. Such meetings shall be held to a reasonable length of time. The principal reserves the right to call additional meetings when conditions warrant.

16.5 Work Day

- A. All elementary teachers are expected to be in their respective rooms or assigned duty places at least fifteen (15) minutes before the time for the tardy signal and fifteen (15) minutes after pupil dismissal, for serving the needs of the students.
- B. All middle school teachers are expected to be in their respective rooms or assigned duty places at least fifteen (15) minutes before the time for the tardy signal, for serving the needs of the students.
- C. All high school teachers are expected to be in their respective or assigned duty places at least ten (10) minutes before the time for the tardy signal and for five (5) minutes after pupil dismissal, for serving the needs of the students.
- D. Teachers are expected to be present and performing their duties during the time that pupils are required to be there, and according to the hours established by the Board.
- E. The length of the school day for all bargaining unit personnel shall be 7 hours, 15 minutes for the 1992-93 school year, 7 hours, 40 minutes for the 1993-94 school year and 8 hours for the 1994-95 school year and thereafter.
- F. See also, paragraph 16.10.

16.6 School Year

The school year shall consist of 185 contract days which shall be for instruction and in-service, except in the first two years of employment when up to four extra

days may be added for in-service training at a lump sum stipend of \$128.13 per day.

16.7 Facilities for Teachers

- A. Teachers shall have at least one room of appropriate size reserved as a faculty lounge in each building.
- B. All teachers shall have a quiet place to work during planning periods with access to a desk and file cabinets.

16.8 Procedures

- A. Each principal will provide each teacher assigned to the building with a handbook, written rules, regulations, and/or procedures at the beginning of each year.
- B. Teachers, other than nurses, shall not be required to administer medication to any student nor shall they be required to perform medical procedures such as catheterization, except in cases of medical emergencies. Proper medical training/instruction shall be made available to teachers of children with special medical needs during regular school hours.
- C. At the beginning of each year the FAC and building principal shall prepare a mutually acceptable plan such that every teacher shall have their scheduled planning time.
- D. See also, contract paragraph 18.3B.

16.9 No grade given to a student by a teacher will be changed without first consulting with the teacher concerning the circumstances necessitating the change.

16.10

- A. The additional work time provided in paragraphs 16.5 and 16.6 will be used for the general purpose of improvement of instruction as follows:
 - 1. District-wide curriculum and curriculum development and instruction matters;
 - 2. Building, grade level and subject area matters;
 - 3. Addressing child specific problems such as intervention planning, meeting the requirements of increased testing and reporting, and, if time permits, personal work related duties.

- B. It is not the intention of the parties that the additional work time provided should be used for additional student contact time, grading papers or work normally performed during teacher planning periods. However, to the extent that a teacher may have time available because tasks and duties outlined in Section A. 1-4 above, are completed or not scheduled, a teacher is free to perform personal work related duties. Additional teacher student contact time outside of the student day or, if applicable, the period of fifteen minutes before and after the student day will be at the discretion of the affected staff member(s).
- C. In general, the additional work time, provided above in paragraphs 16.5 and 16.6, may be grouped or clustered at the beginning or end of a given work day or on one or more days of the week, consistent with the goal to improve instruction.
- D. Plans for the use or scheduling of additional work time will be determined by a majority vote of the entire faculty. If issues involving use or scheduling of additional work time cannot be resolved by the staff at the building level or at the central administration level, the matter may be referred to the parties' Labor Management Committee. In the event of a deadlock, the final decision will be made by the Superintendent. Such time usage plans shall not interfere with the common take-up and dismissal times of the students (due to transportation difficulties), and shall not otherwise interfere with the District's staff development program. Moreover, the District Administration will closely monitor time usage to ensure that the terms of this agreement are adhered to and that all staff members are utilizing the above additional work time in a productive manner as contemplated by the terms of this Article.

16.11 Professional Learning Communities

- A. Professional Learning Communities will meet during time provided by early release and time provided by the 185 teacher work day (in seven increments) for a period of no less than one hour per session.
- B. With the exception of open houses, parent teacher conferences (or individual student-related conferences held at the request of the parent, teacher or principal), MFEs, IEPs and IATs (or other conferences required by law), and contractually required faculty meetings, all other meetings outside the teacher's 8-hour work day will be voluntary.

ARTICLE 17.

PUPIL-TEACHER RATIO

- 17.1 The following pupil-teacher ratios are recommended as guidelines which local school administrators shall strive to meet in assigning students to classrooms in the District.

Optimum levels shall be the goals, and every reasonable effort shall be made not to exceed the maximum daily averages, including overloads, as set forth below.

	<u>Optimum</u>	<u>Maximum</u>
A. Grades K-2	22	25
B. Grades 3-5	22	27
C. Grades 6-12		
1. English, Social Studies, Science, Mathematics, Foreign Language, Business, Health, Mechanical Drawing, Art, Speech, Drama	25	27.5* daily average
2. Technology Education, Debate	18	25
3. Physical Education	25	35
4. General Music	25	32
5. Remedial classes in academic areas	18	22

*for school year 2001/2002 the daily average will remain 26.7.

D. "Team Teaching" at the K-3 level is defined as two or more teachers serving the needs of students in one physical setting, except for newly hired teachers, team teaching assignments shall be on a consensual basis. Otherwise, a non-consenting teacher shall be treated as an involuntary transfer at that point in time. The class size range for K-3 teams are 30 at the optimum and 34 at the maximum (in 15-1 or reduced size classrooms).

E. Special Education

Pupil-teacher ratios in all special education classes shall meet the current standards required for approval by the State Department of Education.

F. Overload Payments for Grades K-5

1. In the event that the maximum number of students per class is exceeded, beginning on the eleventh (11th) student day after the first day of school, the classroom teacher will receive \$6.00 per the number of students over the maximum limit times the number of days retroactive to the first day that the overload occurs. However, the maximum class sizes stated above for grades K-2 shall not be exceeded by more than five (5) students. With

the exception of classes which are at a 5 overload prior to January, 1990, 4 shall be the maximum overload through the end of the current school year. Beginning with the 1990-1991 school year the maximum overload for K-2 shall be three (3) students.

For grades 3-5, the maximum class size stated above shall not be exceeded by more than three (3) students.

2. Student enrollment will be verified by the official attendance record kept by the teacher and the principal's office. Payment for student overloads will be paid at the same time, or in conjunction with payment for unused personal days.

G. Overload Payments for Grades 6-12

1. In the event that the number of students per day assigned to an academic teacher (those set forth in paragraph C.1., above) exceeds 165 students per day beginning on the eleventh (11th) student day after the first day of school, the teacher will be entitled to receive overload payments at a rate of \$1.50 per student over the 165 student limit times the number of days the overload occurs retroactive to the first day that the overload occurred. However, the maximum number of students per day shall not exceed 175 students for academic teachers. In addition, effective July 1, 2002, if on the 11th day after the first day of school, an academic teacher's student class exceeds 30 students, the teacher will be entitled to receive overload payments at a rate of \$1.50 per student over the 30 student limit times the number of days the overload occurred beginning 2002-03 school year.
2. Student enrollment will be verified by the official attendance record kept by the teacher and the principal's office. Payment for student overloads will be paid at the same time, or in conjunction with payment for unused personal days.

ARTICLE 18.

PROTECTION OF PROFESSIONAL TEACHING STAFF

18.1 The Administration recognizes its responsibilities to support professional teaching staff members in the performance of their duties and shall fully support and assist professional teaching staff members in the maintenance and control of discipline in the schools. In fact, the Board of Education is most anxious to emphasize Board policy regarding teachers carrying out their responsibility in regard to maintaining discipline both within the schools proper and on school grounds, including hallways, restrooms, parking lots, etc. In accordance with Section 3319.41 of the Ohio Revised Code, a professional staff member, principal, or administrator may use only such force as is reasonable and necessary to quell a disturbance threatening physical injury to others, to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil, for the purpose of self-defense, or the protection of persons and property. It is the responsibility of the professional teaching staff member to provide a classroom learning situation which provides an atmosphere for learning to take place. When it becomes apparent that a breakdown in classroom discipline is caused by a particular pupil who is disruptive in nature, it is the duty of the professional teaching staff member and the principal to find a reasonable solution to the problem.

18.2 Disruptive Behavior of Students

A. Behavior which is regarded as disruptive is defined in Section 2151.022 of the Ohio Revised Code as that of an "unruly child." When, in the opinion of the principal, said child's behavior is deemed unruly, corrective action shall be initiated or continued. Such action might include part or all of the following:

1. Documentation of the student's behavior.
2. Conference(s) with person(s) or agencies whose involvement could significantly affect the student's schedule, courses and teachers, with possible adjustments.
3. Other steps appropriate to the individual situation.

18.3 Assault

A. All cases of physical threat or violence to members of the staff shall be reported to the principal immediately after occurrence. If, in the judgment of the teacher and/or the principal, the assault is sufficiently severe, the police shall be notified. However, a teacher on his or her own initiative may, and shall, if requested by the Employer, file criminal charges against the person(s) assaulting him/her. A written report of all assaults on staff personnel will be made to the Superintendent for further investigation and possible expulsion of the student. Any professional teaching staff member who is assaulted may be excused by the principal to seek a physician's evaluation of his/her injuries.

- B. For the protection of both pupils and professional teaching staff members there will be an administrator present during the normal school day when the building is open for instructional purposes. In the absence of an administrator, the principal shall designate a professional teaching staff member to act as the principal's representative.
- C. A teacher who has been assaulted shall make an immediate oral report to the principal or his/her designee. The teacher shall also make a written report to the principal before leaving school that day or as soon as physically possible. The report shall contain all relevant facts and include the names of teachers, students and/or other persons who were witness to the assault.
- D. At the teacher's request, the accused student or students will be immediately withdrawn from the affected teacher's class(es), pending investigation, with full consideration given to the possibility of suspension, expulsion and/or other remedies.
- E. If criminal or juvenile court action results, the teacher shall be granted leave of duties without loss of pay or consultation as may be requested by the prosecuting attorney, the court, or law enforcement officers.
- F. Whenever a newly hired teacher is out of sick leave, and is absent from school as a result of an assault arising out of his/her assigned duties, he/she will be paid his/her full salary for the period of his/her absence due to the injury(ies) up to a maximum of one week (seven calendar days) immediately following the assault/injury.

18.4 Complaints Against Staff

- A. Upon receiving a complaint from a complainant against a professional teaching staff member, the principal shall give a copy to the professional teaching staff member involved if written, or in the alternative, the principal may opt to discuss it with the teacher within a reasonable period of time following the receipt of the complaint.
- B. If a conference is deemed necessary by the professional teaching staff member, the principal and the complainant, guidelines shall be followed as set forth under Board Policy and every effort shall be made to notify the parent(s) or legal guardian of a student complainant of the date, time and place of the conference.
- C. Teachers are expected to arrange time for conferences with students and/or complainants either during the school day or immediately after the close of school, provided the student and/or the complainants request the conference at least one day in advance. The time and length of the conference should be kept as flexible as possible in order to accommodate all parties concerned. Teachers

are not expected to interrupt their classes to arrange a small conference unless the principal approves.

- D. If appropriate, the principal shall forward a letter to the complainant indicating the disposition of said matter. A copy of same shall also be given or sent to the teacher involved.

ARTICLE 19.

EMPLOYMENT FOR SUMMER WORK

- 19.1 In order for certificated employees to plan their summer economic affairs in a more realistic fashion, it is agreed that the following method for selecting personnel for summer employment be used:
- 19.2 A list of anticipated openings for summer teaching positions shall be made available prior to May 7 to all certificated employees. Application for summer school teaching positions may be made to the Director of Human Resources or appointed designee by May 15. Applicants shall receive notification by May 22 that:
 - A. They have been hired.
 - B. There is a possibility of appointment.
 - C. There is no possibility of appointment.
- 19.3 Summer school teaching positions shall be filled by certificated employees regularly employed by the Board unless a qualified applicant is not available and the rate of pay for such positions shall be as defined in Article 24, paragraph 24.3 hereof.

ARTICLE 20.

TUITION REIMBURSEMENT

- 20.1 Believing that our staff of teachers as a group will make a greater contribution to the children they serve if additional training is obtained in fields related to their work, the Middletown Board of Education will reimburse to a teacher toward the tuition costs in college courses he/she has completed within the present calendar year, in which a grade of "B" or better is earned, or for certain approved CEU courses, provided he/she enrolled in courses approved in advance by the Director of Human Resources while under contract to the Middletown Board of Education. The total reimbursement for these college courses shall not exceed \$1000.00 in any one calendar year for any course commenced on or after July 1, 1998.
 - A. All courses must be from an accredited, four year institution recognized for certification purposes by the Ohio Department of Education.

- B. Courses approved for CEUs will be courses which directly apply to the teacher's present teaching position and certification.
 - C. A pass/fail grade will only be honored when it is the only grade given for a particular course.
 - D. A teacher must be employed by the Middletown City School District for two (2) consecutive semesters to be eligible to participate in the above program.
- 20.2 Payment for tuition reimbursement shall be made three times during the calendar year - the second pay period of October, January and June. All paperwork necessary for the payment of the tuition supplement must be in the Human Resources Office no later than the first pay date of October, January and June. If said paperwork is not in the Human Resources Office by that time, payment will be made at the next payment period or the beginning of the following school year whichever comes first.
- 20.3 A supplemental salary shall not be paid for any course where the teacher has previously received financial aid for the course or courses in question in the form of a scholarship, fellowship, or grant-in-aid, except in the case of a teacher who has received a tuition certificate in recognition of his/her services as a cooperating teacher for supervising a student teacher. The Board of Education shall pay such teacher, provided he/she enrolls in a college course, in an amount equal to the equivalent tuition costs of the course at the university where the certificate was issued.

ARTICLE 21.

PROFESSIONAL STAFF LEAVE

The following leave provisions will be applicable to full-time professional teaching staff members.

21.1 Sick Leave

- A. Days of absence authorized under this provision shall be deducted from the sick leave accumulation. One and one-fourth days of sick leave shall be given full-time employees for each completed month of employment up to 15 days per year.
- B. All accumulations of unused sick leave credit heretofore accrued under prior laws and policies shall remain to the credit of the sick leave account of each employee on the effective date of this regulation. Accrued credits shall be allowed to employees transferring their employment from other boards of education or other political sub-divisions in Ohio, provided such credits have been computed under the minimum requirements of the laws of the State of Ohio. Sick leave up to a total of 15 days shall be allowed for teachers who come from other states, where such sick leave has accumulated under the laws of that state and is certified by the

proper school official. In no event shall sick leave accumulate at a faster rate than allowed by Ohio law.

- C. On reporting to duty each newly hired employee shall be credited with five (5) days of sick leave. Employees shall be permitted a maximum accumulation under this Article of 230 days at any given time. The five (5) days shall be concurrent with, but not in addition to the 1-1/4 days permitted below in paragraph 21.1(D) and R.C. 3319.141.
- D. At the completion of each month of service, 1-1/4 days of sick leave shall be credited to the sick leave account of the employee for the actual number of months of service rendered. Persons who have been employed in the Middletown City School District for a period of five (5) years or more and who have consumed all presently accumulated sick leave, on the recommendation of the Superintendent of Schools and approval of the Board of Education, may be granted an advancement on their sick leave to be earned thereafter. Any such employee who thus receives an advancement of sick leave shall make written application therefore on a form provided by his/her superior in which he/she shall also allege an intention to return to the employ of the school district upon recovery or to pay the value of such days advanced should he/she not return, such payment to be by payroll deduction from money due him/her from the school district. Such application shall be accompanied by the statement of a physician that he/she will be physically able to return to his/her assignment upon recovery.
- E. The same accrual of 1-1/4 days per month shall continue during the use of sick leave, provided the employee has not been officially separated from the present payroll.
- F. Sick leave shall be allowed teachers for periods not to exceed their accumulated sick leave account for the following causes:
 - Personal illness or injury,
 - Exposure to contagious disease until quarantine is lifted or danger removed,
 - Death of father, father-in-law, mother, mother-in-law, spouse, or child,
 - Death of sister, brother, aunt, uncle, grandparent or step-parent,
 - Death of close friend, distant relative, or neighbor,
 - Serious illness in the employee's immediate household,
 - Serious illness of parents, grandparents, mother-in-law, father-in-law, children, son-in-law, daughter-in-law or grandchildren living in a separate household when the presence of the employee is necessary,
 - Serious illness of brother or sister living in a separate household,
 - Disability due to pregnancy.
- G. The employee may appeal in writing to the Superintendent of Schools for special consideration for additional sick leave because of extreme hardship.

- H. Effective September 1, 2004, Any teacher who has 230 sick days accumulated as of the first work day of each school year is entitled to use up to 15 days of sick leave before any sick leave will be subtracted from his/her total of 230 days. No more than 230 days can be accumulated.

21.2 All other leaves herein shall be separated from and in addition to sick leave.

A. Personal Leave

- 1. Each employee shall be entitled to two (2) days of absence, with pay, each school year due to personal reasons, which days shall not be deducted from sick leave. The employee shall give his/her principal or supervisor twenty-four (24) hours advance notice of his/her intention to take such leave, except in rare circumstances when such notice is not possible. When a staff member is absent for personal reasons, a report of such absence, signed by the employee and his/her principal or supervisor, shall be filed with the Treasurer within ten (10) days following the day of absence. Personal days will not be permitted the first or last day of school, records day or the day before or after school holidays or an extended vacation period. However, in special emergency situations, at the discretion of the principal, these limitations may be waived.
- 2. During the school year personal days shall be limited on any particular day as follows:

<u>Teaching Staff Size</u>	<u>No. of Teachers Permitted Personal Leave Day</u>
15 or fewer	2
16 through 19	3
20 through 49	5
50 through 74	7
75 or more	9

- 3. Traveling teachers for whom a substitute would normally be assigned shall be attributed to the school where they are first assigned on the requested day. Other traveling teachers shall not be included in the calculations.
- 4. However, in special emergency situations at the discretion of the principal, the limitations stated above may be waived. In cases where more requests are made than allotments available, requests will be granted on a first-come, first-served basis.

- B. An employee who does not use his/her personal leave day(s) during the school year will be paid, at his/her daily rate of pay, for the unused day(s). Such payment will occur the first pay of July.

21.3 Subject Matter and School Program Oriented Meetings

- A. Application form, provided by the Central Office, shall be submitted to the principal or supervisor at least two (2) weeks prior to the date of the meeting. A written approval or rejection will be returned to the applicant from the Central Office.
- B. Attendance shall be authorized by the Superintendent in accordance with the school system needs and fund limitations approved in the school budget.

21.4 Association Related Meetings

- A.
 - 1. The local Association President and officially elected delegates or alternates shall be granted leave to attend the NEA/OEA Spring and Fall Representative Assemblies, not to exceed three (3) days per delegate. Any additional leave for such meetings will be at the discretion of the Superintendent.
 - 2. The Board is not obligated for any expenses related to the assemblies except to provide released time for said president, delegates, or alternates.
 - 3. The Association shall be responsible for providing cost of substitute teachers in the absence of said president, delegates, or alternates.
- B. The Association President or President's designee shall also be allowed five (5) days released time in order to do Association-related business such as grievance hearings, community organization or building staff meetings. Such time will be at the President's discretion and the Association will pay one-half (1/2) of the substitute cost. Any additional leave time beyond the five (5) days will be at the discretion of the Superintendent.
- C. The Association President or his/her designee may purchase additional release time for Association business through the payment of his/her substitute's salary.

21.5 Emergency Leave

Days of absence authorized under emergency leaves shall be fully paid days unless otherwise stipulated in each individual emergency leave, and shall not be deducted from sick leave accumulation.

- A. Jury duty - Absence for jury duty is permissible. After absence for such duty, either reporting or service, employee shall return payment received for such services to the office of the Middletown Board of Education and at the next regular pay period receive full payment of his/her regular salary from the Board

of Education for the day or days of excused absence for this purpose. However, employees are permitted to keep expense reimbursements, if any, received in connection with jury duty.

- B. Military duty - All professional staff members of the Middletown City Board of Education, who are members of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, or members of other reserve components of the armed forces of the United States shall be granted leave of absence from their respective duties without loss of pay for such time as they are in the military service or field training or active duty for periods not to exceed 31 days in only one (1) calendar year, provided that such compensation shall be the difference between such employee's regular compensation received by him/her for such military service.
- C. Compulsory Leave - In all school related cases where professional staff members are witnesses or representatives of or on behalf of the Employer, they shall be paid the difference between their witness fee and the normal salary for the period of absence.
- D. The Superintendent or his/her designated representative, in his/her discretion, may authorize absences for other justifiable emergency reasons. The reason for such requests shall be stated in writing.
- E. Emergency leave requests shall be submitted as soon as possible after the professional staff member becomes aware that emergency leave is necessary.

21.6 Service-Connected Injury Leave

- A. In the event of a service connected occupational illness or injury occurring in the scope of a teacher's employment and arising out of such employment by the Board, as determined by the Industrial Commission of Ohio, the teacher may elect to be paid the difference in pay between Worker's Compensation benefits and his/her regular compensation with such difference being charged to the teacher's sick leave on a percentage or fractional basis. This will be accomplished by presenting evidence of the amount received from the Bureau of Worker's Compensation to the Treasurer of the Board, and thereafter the Treasurer of the Board will issue a check for such difference. Teachers shall be expected to return to duty when able to resume duties and will be entitled to reinstatement under the same provisions as though returning from sick leave. The teacher and his/her physician shall determine when the teacher returns to duty. The Board may require a certification from the teacher's physician that the teacher is able to resume teaching duties before being allowed to return to duty.

21.7 Sabbatical Leave

- A. A teacher who has completed five years of service in the Middletown City School System may, with permission of the Board, be entitled to take a leave-of-absence with part pay, equal to the difference between the substitute's pay and the teacher's expected salary, for one or two semesters subject to the following restrictions:
 - 1. Application submitted by March 1, of school year prior to beginning of leave.
 - 2. A plan of study in education approved by the Superintendent.
 - 3. Provide evidence at the conclusion of the leave that the plan was followed and credit received.
 - 4. Agree to work for Middletown City Schools for one year following completion.
- B. No more than 5% of the teaching staff may be on leave at one time.
- C. This section is subject to all other provisions of Section 3319.131 of the Ohio Revised Code.

21.8 Medical Leave

- A. Prior to the expiration of sick leave the employee who is ill may request a leave-of-absence for personal illness. A doctor's statement requesting the granting of said leave must accompany each application.
- B. Nothing in this section will be construed to preclude a teacher from returning to active employment from leave status at or after the termination date of their leave, with a doctor's statement of approval.

21.9 Child Care Leave

- A. Leave Rights - Professional staff members may use sick leave or advancements thereof for illness or incapacity due to pregnancy, miscarriage, abortion, childbirth and recovery therefrom (hereafter collectively referred to as pregnancy). Maternity leave may be used in lieu of sick leave when the professional staff member has exhausted sick leave, or when the professional staff member has determined that a transfer from sick leave to maternity leave is necessary. A professional staff member who is pregnant or adopting a child may request and shall be entitled to a leave of absence without pay for maternity or child care reasons to begin any time during pregnancy, or in the case of adoption, the receipt of custody. Such leave shall be for the remainder of the current semester and one additional school year, if desired.
- B. Application for Leave - Application for maternity leave shall contain a statement on the expected date of birth, or in the case of adoption, the date of obtaining

custody, the date on which the leave of absence is to commence and the term of the leave.

- C. Rights While on Leave - Professional staff member on maternity leave or child care leave shall be entitled to request and receive the right to continue to be covered by any/or all district group insurance, providing the insurance company or hospital service association involved permits such continuance of coverage of the person on leave of absence and the professional staff member pays to the treasurer of the Board in advance each quarter the full amount of the quarterly group plan premium of such coverages. Any overpayment of premium shall be refunded to the staff member upon termination of leave. No other compensation or fringe benefits shall be provided.
- D. Reinstatement Rights - Upon returning to service at the expiration of a leave of absence, the teacher resumes the contract status which he/she held prior to the leave. When an individual who is on an authorized leave of absence with a time-certain, determine that he/she wishes to return to active employee status prior to the expiration of the full term of said leave of absence, the Board through its authorized representative shall make every effort to return the individual to the same contract status that the individual had prior to leaving, subject however, to the then current needs of the school district.
- E. Child Care Leave - Child care leave provisions of maternity leave apply to either of the adopting or natural parents (father or mother).

21.10 Military Leave

- A. In accordance with the provisions of Section 3319.14 of the Ohio Revised Code, military leave of absence will be granted to any member of the certificated staff who is drafted or recalled to active duty with any branch of the armed services of the United States. Voluntary reenlistment immediately terminates military leave granted. Credit will be given on the salary scheduled for military service up to a maximum as provided by the adopted salary schedule.

21.11 Leave for Professional Study

Professional leave will be granted on the basis of one (1) full semester or one (1) full year. Leave will be granted only for full-time graduate study on completion of undergraduate degree. Earned credits must be filed with the Director of Human Resources prior to reemployment in the Middletown School System. Upon request, an extension of one (1) full year of leave may be granted.

21.12 Political Leave

A professional teaching staff member has the right to become a candidate for public office and to serve in such elective office unless there is a specific legal prohibition.

Leave for this purpose may granted for a period not to exceed two years by the Board upon request by the professional teaching staff member.

21.13 Leave for Teaching Overseas

Written requests for leave of absence will be granted for exchange teaching in a foreign nation under the federal government's exchange teacher program or for overseas teaching of dependents of military personnel; leave will be for two (2) school years and may be extended for a third year.

21.14 Office in State or National Professional Organizations

Upon request of the MTA, a member of the certified staff elected to a state or national office of a bona fide professional organization at either state or national level will be granted a leave of absence not to exceed two (2) years; bona fide professional organization to be determined by MTA President or Superintendent.

21.15 Other Leave - Other leaves may be granted by the Superintendent. The request shall be in writing. The leave request shall be granted unless the Superintendent determines in his reasonable discretion that: (1) the leave request is not for a good reason; or (2) that the leave can be taken at another time without an absence from work; or (3) that the request was without sufficient notice; or (4) that a substitute could not be obtained for the days requested.

21.16 Compulsory Leave – In all cases where employees are subpoenaed or summoned to appear for grand jury hearings or to appear in any court in cases in which they are not parties, they shall be paid their normal salary for the period of absence. Witness fees for such period will be remitted to the Treasurer.

ARTICLE 22.

SEVERANCE PAY

22.1 Upon retirement from the Middletown City School District as defined under Ohio Revised Code 124.39, an employee shall be compensated for unused sick leave to the extent of one (1) day for each four (4) days of such unused sick leave. However, teachers who participate in an early retirement incentive program shall receive a maximum of 20 days, except as provided in Paragraphs 22.4 and 22.5, below.

22.2 The rate of compensation for a certificated employee shall be the employee's daily rate as determined by dividing the annual salary by the number of duty days (185).

22.3 A teacher with fifteen (15) years of service in the district who dies while in active service is deemed for purposes of this article to have retired the day prior to his/her death.

- 22.4 Beginning July 1, 1996, bargaining unit members who maintain perfect attendance (no sick leave days, no personal leave days and no salary deduct days) during a school year (July 1 to June 30) shall receive one (1) additional day of severance allowance up to a maximum of sixty-five (65) days.
- 22.5 Teachers who notify the Board on or before April 1 of the school year in which the employee will retire shall receive as incentive two days of compensation (the employee's daily rate as determined by dividing the employee's annual salary by the number of duty days [185].)
- 22.6 In addition to the benefit provided in paragraph 22.1, above, Employees who retire during their 30th year of service will be entitled to be compensated for unused sick leave to the extent of one (1) day for each three (3) days of such unused sick leave accumulated for the accumulated sick leave days between one hundred eighty (180) and two hundred thirty (230), provided such Employee gives written notice of such retirement to the Director of Human Resources by March 1 of such 30th year of service, such Employee completes the entire school year of work, and such Employee has accumulated no less than 230 days of sick leave by the final pay period of such 30th year of service.

ARTICLE 23.

INSURANCE

- 23.1 The Employer and Association agree to accept and join the Butler Health Plan (BHP) for medical and dental insurance coverage for the term of this Agreement, except the bargaining unit members may not select the Classic plan.
- 23.2 Effective July 1, 2011, the Board of Education will pay 85% of the annual cost of a single or family membership in medical insurance. Effective July 1, 2013, the Board will pay 80% of a single or family membership in medical insurance.
- 23.3 The Board of Education will pay 85% of the annual cost of a single or family membership in dental insurance. Effective July 1, 2013, the Board will pay 80% of a single or family membership in dental insurance.
- 23.4 The Board of Education will pay the cost of a \$30,000 term life insurance policy with double indemnity clause for accidental death or dismemberment for all employees who work more than twenty (20) hours per week. Effective July 1, 2008, the Board of Education will pay the cost of a \$40,000 term life insurance policy with double indemnity clause for accidental death or dismemberment for all employees who work more than twenty (20) hours per week
- 23.5 Subject to the requirements of the insurer, the Board of Education will provide single vision insurance not to exceed a maximum contribution by the Employer of \$4.42 per month, per employee. All employees shall be required to enroll and pay for vision

coverage. The remainder of the cost for vision coverage will be provided by the employee through payroll deduction.

Subject to any applicable enrollment limits by the insurer, the cost for dependent coverage shall be the responsibility of the employee and must be paid through payroll deduction.

23.6 Each new employee will receive insurance coverage on the first billing date after the start of the school year providing a timely application has been filed. Termination of coverage will be effective on the billing date following the termination date of the employee. As soon as practicable, the Board of Education will provide a full-flex Section 125 cafeteria plan.

23.7 STRS Pick-Up

The Board of Education hereby agrees with the Association to the tax sheltering method of the pick-up of employee contributions to the State Teachers Retirement System of Ohio (STRS). The pick-up will include retirement benefits paid on all salaries and wages, including supplementals, overtime and extended time.

23.8 Insurance, health, dental or life will not be provided by the Employer to retirees who are first rehired as a retiree on or after July 1, 2007 pursuant to paragraph 6.5, above. However, such individuals may purchase health insurance at his or her expense at the Employer's plan cost.

23.9 Annuities

- A. Changes from one annuity provider or carrier to another and changes in the amount of salary reductions will be accumulated by the Treasurer and applied to the next succeeding payroll.
- B. Designation of new annuity providers shall be considered viable agents by the District when they have met the required minimum of the greater of one percent (1%) of the District's full-time employees or five (5) employees. Annuity deductions shall begin when the new annuity provider meets the required minimum number of contracts.
- C. New annuity providers will be added to the District's list of approved companies when the minimum number of contracts have been received. The following are the approved companies as of January 1, 1996:

Aetna Financial Services Company
American Express Financial Advisors
American Funds Service Company
Dreyfus Family of Funds
Franklin Life Insurance Company

Great American Life Insurance Company (GALIC)
Horace Mann Life Insurance Company
ING Annuity and Life Company
Midwest Annuity and Investment Company
NEA Valuebuilder Investor Service
Northern Life Insurance Company
Northwestern Mutual Life
Putnam Investor Services
Reserve Financial Agency
Security First Group Inc.
State Farm Insurance Company
Variable Life Insurance Company (VALIC)

- D. The District will provide an avenue for tax sheltering the severance pay benefit provided in Article 22 hereof.

ARTICLE 24.

ADMINISTRATION OF THE SALARY SCHEDULE

- 24.1 Teachers may advance on the salary schedule from one degree level to another, or to the immediate step beyond a degree, such as B.S. plus 20, twice during a school year upon successful completion of schedule requirements. An official transcript from the training institution must be presented to the Office of Human Resources to certify the degree (i.e.: Masters Degree) or the completion of course work for additional hours and such must be received in the office of the Director of Human Resources before October 15, for a full year adjustment and March 15, for the second semester of the school year to be eligible for the full or half year adjustments.

There shall be no experience step advancement by bargaining unit members on the salary schedule for the term of this Agreement.

- 24.2 Substitute Teacher Pay

- A. Degree substitutes

A daily rate of 0.003 time the annual base salary at the B.S., 0 step: $0.003 \times \text{BASE}$
= \$

- B. Non-degree substitutes

A daily rate of $0.0028 \times \text{BASE} = \$$

- 24.3 The hourly rate for certificated personnel will be as follows:

Hourly rate effective: January 1, 2010 - \$23.08

24.4 Payroll Deductions

The following payroll deductions will be provided by the Middletown Board of Education:

TAXES

The Employer shall deduct all taxes required by law.

OTHER DEDUCTIONS

Vision Service Plan (VSP)
Middletown Area Schools Credit Union
Butler Health Plan (BHP)(Health and Dental Care)

Conseco (Cancer, Hospital Intensive Care and Heart Ins.)
UNUM Life Insurance Company (Disability)
MTA Membership Dues (Continuous Membership)
MTA Membership Dues (1 Year Only)
OEA Membership Dues (Continuous Membership)
OEA Membership Dues (1 Year Only)
Middletown Area United Way
OEA-FCPE/The NEA Fund for Children and Public Education
Child Support Payment (Court Ordered)
Wage Garnishments (Court Ordered)
Other Court Orders
Fair Share Fee

It is understood by the parties that the names of the particular insurer or charity, etc., may change at the discretion of the employer, or in accordance with any other existing agreement.

24.5 The Board may, at its option, pay any new hire up to \$400.00 for relocation expenses on or before the first pay date of a new school year.

24.6 Pays

- A. All certificated employees hired after November 1, 1983, will automatically be on a 26 period pay plan.
- B. All certificated employees presently employed as of this date who are on the 26 period pay plan will remain on said plan.
- C. Those certificated employees on the 21 period pay plan as of this date may have the option of remaining on said plan.

D. All certificated employees shall be paid by direct deposit.

24.7 Counselors

A. Counselors will be paid on the basis of the regular teacher's salary schedule, plus an additional sum in the form of a 20 day extended contract to compensate for additional duties, including an 8 hour day. 10 days are to be served both before and/or after the 185 day contract year.

24.8 The salary schedules are attached to this Agreement as Appendix A and Appendix B shall reflect the following:

A. Effective July 1, 2011, the salary schedules in effect for the 2010-2011 school year shall be reduced by 1%.

B. Effective July 1, 2012, the salary schedules in effect for the 2011-2012 school year shall be reduced by 1%.

C. The salary schedules in effect for the 2012-2013 school year shall remain in effect for the remainder of this contract.

24.9 When experience steps on the salary schedule are reinstated, bargaining unit members will be placed on the salary schedule commensurate to their years of experience (credit for missed step), on the condition that the District passes a tax levy that is presented to the voters during the term of this Agreement.

ARTICLE 25.

PROCEDURES FOR RESOLVING PROBLEMS AND GRIEVANCES

25.1 Definitions

A. A "grievance" shall be described as a dispute or complaint arising between the parties hereto under or out of this Agreement or the interpretation, application, performance, termination or any alleged breach thereof. A grievance shall be submitted through the prescribed form which shall be available from the school secretary and the MTA building representative.

B. The grievant shall mean the party filing the grievance and may be a teacher or teachers covered by this Agreement, the MTA or the Board.

C. The term days, when used in this Article, shall mean contract working days unless otherwise indicated.

25.2 Statement of Basic Principles

- A. Every teacher who so requests shall be represented by the MTA in the grievance procedure. The teacher shall be present at any grievance discussion. When the presence of a teacher at a grievance hearing is requested by either party, illness or other incapacity of the teacher shall be grounds for any necessary extension of grievance procedure time limits. The failure of the grievant to act on any grievance within the prescribed time limits will act as a bar to any further appeal and any administrator's failure to give a decision within the time limits shall cause the grievance to be decided in the grievant's behalf without further appeal. The time limits, however, may be extended by mutual agreement.
- B. A teacher who participates in these grievance procedures shall not be subject to discipline or reprisal because of such participation. A copy of the grievance shall not be filed in the teacher's personnel folder.
- C. Hearings and conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present to attend and will be held, insofar as possible, after regular school hours, or during non-teaching time of personnel involved. When such hearings and conferences are held at the option of the administration during school hours, all employees whose presence is required shall be excused, with pay, for that purpose. Arbitration hearings, however, shall be held during regular working hours unless scheduled otherwise by the arbitrator.
- D. All notices of hearings and dispositions of grievances shall be either mailed or hand delivered with the date of mailing or postmark and date of receipt recorded thereon. Written grievances and appeals shall be deemed to have been received one (1) day after postmarked: if hand delivered, the date received and initials of the recipient shall be recorded thereon.
- E. It is important that a grievance be processed as rapidly as possible. The number of days indicated at each level shall be considered as a maximum, and every effort shall be made to expedite the process. The time limit specified may be extended by mutual agreement.
- F. All grievances may be withdrawn at any level without prejudice. In the case of grievances filed by individuals, the teacher involved has the right to withdraw the grievance at any time.

25.3 Procedure

- A. Level One - A grievance lodged with the principal or the appropriate administrator must be within thirty (30) days after the grievant could reasonably be assumed to have known of the event or action giving rise to the alleged grievance. The grievance conference shall occur within ten (10) days after the grievance is filed. The grievant shall be accompanied by the local MTA building representative or any other MTA personnel of the grievant's choosing. The principal or appropriate administrator shall file his/her decision within ten (10) days after the Level One conference or, if the principal/administrator fails to answer, the grievance shall automatically proceed to the next step.
- B. Level Two - In the event a grievance has not been satisfactorily resolved at Level One, the MTA may file, within ten (10) days of the principal's or the appropriate administrator's written decision at Level One, a copy of the grievance with the Superintendent within ten (10) days after such written grievance is filed, the grievant, the MTA and the Superintendent or his designee shall meet to attempt to resolve the grievance. The Superintendent or his designee shall file his decision within ten (10) days of the Level Two hearing and communicate it to the grievant and the MTA or, if the Superintendent or his/her designee fails to answer, the grievance will automatically proceed to Level Three.
- C. Level Three - If the grievance has not been satisfactorily resolved at Level Two, the MTA may within ten (10) days of the Level Two decision, demand arbitration under the Voluntary Arbitration Rules of the Arbitration and Mediation Association ("AMS") of Cincinnati, Ohio, by direct written demand therefore and a list of twelve (12) arbitrators to the AMS, with a copy of said notice to the other party. The arbitrator shall be appointed in accordance with AMS rules according to the strike and rank method.
- D. The cost for the services of the arbitrator, including per diem expenses, if any, and the actual and necessary travel and subsistence expenses shall be shared equally by the Board and the MTA.
- E. When issued in accordance with these procedures, the opinion and award of the arbitrator shall be final and binding to all parties. The arbitrator shall not have the power to add to, or subtract from, or modify this contract.

ARTICLE 26.

TECHNOLOGY

- 26.1 The Employer and the Association agree that it is essential to maximize the development of students' and teachers' skills in the use of computers and computer technology. In order to provide sufficient technical support in each building and to enhance teacher computer competence, the parties agree that all new teachers shall be required to have a

minimum level of computer skills as a condition of employment and that improvement of every teacher's computer skills will become part of their goals and objectives with advanced skills as a long term goal. In furtherance of these objectives, the District agrees to provide each building with a technology resource person paid on a supplemental contract basis, to maintain and support software and hardware. This individual will serve as a resource to the building and act as an educational leader in the area of computer technology.

26.2 In addition to the above, the District will budget specific funds, either per student or per computer, for buildings to decide, through the SBDM process, for additional technology support from among, but not limited to, the following options:

- Hiring and payment of students on an hourly basis for technology support;
- Train volunteers in each building to assist in technology matters;
- Provide incentives for employees who reach an expert level of skill and who demonstrate that skills in the classroom and in staff development activities;
- Providing additional staff training and, additional hardware and software for integrating computer skills with teaching subject areas;
- Making available portable laptop computers;
- Benchmarking other districts who have successful programs in this area;
- Providing additional technology resource person(s).

26.3 In addition to the above, on a building level or district-wide, where appropriate, the parties agree to study and initiate the following:

- Development of an overall District strategy to upgrade teacher competencies in computer training and technology and the application of such skills to their teaching areas;
- Inclusion of computer applications in lesson plans;
- Identify at least one District and building goal connected to technology skills improvement;
- Refocus the staff development program on technology skills development and application to all aspects of teacher responsibilities and subject areas.

ARTICLE 27.

DURATION

This Agreement shall become effective as of July 1, 2011, and shall continue until June 30, 2014. Thereafter, it shall continue in force from year to year unless either party hereto shall notify the other in writing at least sixty (60) days prior to the expiration of the term or extended term of this Agreement, of any intention to make changes in or terminate the Agreement.

MTA Negotiating Team

_____, President
Middletown Teachers Association

Teresa Howe, Vail Middle School

Lucy J. Boyer
Middletown High School

Jim Marcum, Middletown High School

Rodney Bird
OEA Consultant

Marcia Andrew, President
Middletown City Board of
Education

Board Negotiating Team

Gregory Rasmussen, Superintendent

Lisa Lowery, Director
Human Resources

Susan L Combs, Director
Student Services

Robin Long, Acting Treasurer

Donald L. Crain
Frost Brown Todd LLC, Attorneys
General Counsel

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APPENDIX A

Salary Schedules

Middletown City School District

Teacher Salary Schedule

Effective July 1, 2010 for the 2010-11 School Year

Step	Non-Degree		Bachelor's Degree		Bachelor's Degree Plus 20 Sem. Hrs.		Master's Degree		Master's Degree Plus 20 Sem. Hrs.		Master's Degree Plus 30 Sem. Hrs.	
	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary
0	0.850	\$29,039	1.000	\$34,164	1.050	\$35,872	1.150	\$39,289	1.200	\$40,997	1.254	\$42,842
1	0.892	\$30,474	1.052	\$35,941	1.102	\$37,649	1.204	\$41,133	1.254	\$42,842	1.308	\$44,687
2	0.934	\$31,909	1.104	\$37,717	1.154	\$39,425	1.258	\$42,978	1.308	\$44,687	1.362	\$46,531
3	0.976	\$33,344	1.156	\$39,494	1.206	\$41,202	1.312	\$44,823	1.362	\$46,531	1.416	\$48,376
4	1.018	\$34,779	1.208	\$41,270	1.258	\$42,978	1.366	\$46,668	1.416	\$48,376	1.470	\$50,221
5	1.060	\$36,214	1.260	\$43,047	1.310	\$44,755	1.420	\$48,513	1.470	\$50,221	1.524	\$52,066
6	1.102	\$37,649	1.312	\$44,823	1.362	\$46,531	1.474	\$50,358	1.524	\$52,066	1.578	\$53,911
7	1.144	\$39,084	1.364	\$46,600	1.414	\$48,308	1.528	\$52,203	1.578	\$53,911	1.632	\$55,756
8	1.186	\$40,519	1.416	\$48,376	1.466	\$50,084	1.582	\$54,047	1.632	\$55,756	1.686	\$57,601
9	1.228	\$41,953	1.468	\$50,153	1.518	\$51,861	1.636	\$55,892	1.686	\$57,601	1.740	\$59,445
10	1.270	\$43,388	1.523	\$52,032	1.573	\$53,740	1.696	\$57,942	1.746	\$59,650	1.800	\$61,495
11	1.312	\$44,823	1.578	\$53,911	1.628	\$55,619	1.756	\$59,992	1.806	\$61,700	1.860	\$63,545
12	1.354	\$46,258	1.633	\$55,790	1.683	\$57,498	1.816	\$62,042	1.866	\$63,750	1.920	\$65,595
13			1.688	\$57,669	1.738	\$59,377	1.876	\$64,092	1.926	\$65,800	1.980	\$67,645
14			1.743	\$59,548	1.793	\$61,256	1.936	\$66,142	1.986	\$67,850	2.040	\$69,695
15							1.996	\$68,191	2.046	\$69,900	2.100	\$71,744
25	1.396	\$47,693	1.798	\$61,427	1.848	\$63,135	2.056	\$70,241	2.106	\$71,949	2.160	\$73,794

Base Salary: \$34,164

*Substitute Teachers - .003 x \$34,164 = \$102.49

*Hourly Rate for Teachers -\$23.07 per Contract (Jan.-Dec. 2010)

Effective July 1, 2011: 2010-2011 wage rates are reduced by 1%

Effective July 1, 2012: wage rates are reduced an additional 1%

Steps shall be frozen and there shall be no step advancement during the term of this agreement.

APPENDIX B

Supplemental Contract Categories* and Indexes**

**MIDDLETOWN BOARD OF EDUCATION
SUPPLEMENTAL CATEGORIES* AND INDEXES**
July 1, 2010**

EXP.	I		II		III		IV		V		VI		VII	
0	0.160	\$5,466	0.090	\$3,075	0.070	\$2,391	0.050	\$1,708	0.040	\$1,367	0.030	\$1,025	0.020	\$683
1	0.170	\$5,808	0.100	\$3,416	0.080	\$2,733	0.060	\$2,050	0.050	\$1,708	0.040	\$1,367	0.030	\$1,025
2	0.180	\$6,150	0.110	\$3,758	0.090	\$3,075	0.070	\$2,391	0.060	\$2,050	0.050	\$1,708	0.040	\$1,367
3	0.190	\$6,491	0.120	\$4,100	0.100	\$3,416	0.080	\$2,733	0.070	\$2,391	0.060	\$2,050	0.050	\$1,708
4	0.200	\$6,833	0.130	\$4,441	0.110	\$3,758	0.090	\$3,075	0.080	\$2,733	0.070	\$2,391	0.060	\$2,050

Base Salary 2010-11 \$34,164

**Method of
Computation**

All indexed positions will be computed by multiplying the index value for each position times the current base salary.

* Position listings herein do not guarantee or require that such positions will be filled each year by the Employer.

** Amounts represented herein do not preclude issuance of an extended time contract, in addition to the supplemental contract.

Effective July 1, 2011: 2010-2011 supplemental wage rates are reduced by 1%

Effective July 1, 2012: supplemental wage rates are reduced an additional 1%

Steps shall be frozen and there shall be no step advancement on the supplemental step schedule during the term of this agreement.

Supplemental Pay Schedule - Categories - 2010 - 2011

CATEGORY I		CATEGORY V	
Head Football	August/December	Major Play Director	After Given
Head Basketball	December/April	Musical Director	After Given
Marching Band	August/December	Auxiliary Band Assistant	October/December
		Pep Band/Jazz Band	April
		Football/Basketball Assist. 7&8	FB-October/December
CATEGORY II		CATEGORY VI	
Vocal Music & Show Choir	December/June	Newspaper	December/June
Football Assistant	August/December	Golf Assistant	October
Basketball Assistant	December/April	Tennis Assistant	Girls - October
Marching Band Assistant	October/December		Boys - June
Head Wrestling	December/April	Cross Country Assistant	October
Head Track	June	Volleyball Assistant	Girls - October
Head Soccer	August/October		Boys - June
Head Baseball/Softball	June	Middle School Head Track	June
		Orchestra Director	June
CATEGORY III		CATEGORY VII	
Equipment Manager	August/June	Debate	April
Yearbook	June	Middle School Track Assist.	June
Head Swimming	April	Forensics	October/April
Baseball/Softball Assistant	June	Thespians	October/April
Stage Manager	December/April	Vocal Director-Musical	After Given
Cheerleader Advisor	October/April	Tech. Director-Musical	After Given
Head Football/Basketball 7&8	FB-October/December	Tech. Director-Major Play	After Given
	BB-December/April	Middle School Vocal	June
Track Assistant	June	Middle School Cheerleaders	April
Soccer Assistant	August/October	Class Advisors	June
Head Volleyball	Girls - October	Orchestra Director-Musical	After Given
	Boys - June	Audio-Visual Aide	June
Dance Coach	December/April	Middle School Volleyball	December
Dive Coach	December/April	Middle School Cross Country	October
CATEGORY IV		CATEGORY VIII	
Wrestling Assistant	December/April	Orchestra Assistant	June
Head Golf	October	Concert Band	June
Head Tennis	Girls - October	Middle School Volleyball Assist.	October
	Boys - June	Middle School Jazz Band	April
Head Cross Country	October	Middle School Cross Country Asst.	October
Head Bowling	Girls - April		
	Boys - April		
Auxiliary Band Coordinator	October/December		
Middle School Wrestling Head	December/April		

Supplemental	Pay Dates	2007-08	2008-09	2009-2010
Weight and Conditioning	August/December/June	\$13,037	\$13,428	\$13,697
Athletic Trainer	August/December/June	\$9,775	\$10,068	\$10,270
Faculty Manager	August/December/June	\$7,352	\$7,572	\$7,723
Middle School Stage Manager	June	\$1,629	\$1,678	\$1,712
H. S. Student Government	December/June	\$1,629	\$1,678	\$1,712
Special Olympics	June	\$1,465	\$1,509	\$1,539
Building Technology Resource Person	June	\$1,306	\$1,345	\$1,372
Middle School Play/Operetta	After Given	\$1,143	\$1,177	\$1,200
Middle School Paper	June	\$1,143	\$1,177	\$1,200
Middle School Government	June	\$815	\$840	\$856
Acad. Quiz Team - H. S.	June	\$815	\$840	\$856
Chess Club	June	\$815	\$840	\$856
Academic Club - H. S.	June	\$652	\$671	\$685
Art Club	June	\$652	\$671	\$685
National Honor Society - H. S.	June	\$652	\$671	\$685
Council on World Affairs - H. S.	June	\$652	\$671	\$685
Literary Magazine - H. S.	June	\$652	\$671	\$685
Mock Trial	June	\$588	\$605	\$617
Mentor	June	\$588	\$605	\$617
Elementary Safety Patrol	June	\$815	\$840	\$856
Bus Duty (each a.m./p.m.)	June	\$815	\$840	\$856
Breakfast	June	\$815	\$840	\$856
Department Chairs				
8 or More Staff	June	\$1,836	\$1,891	\$1,929
4-7 Staff	June	\$1,560	\$1,607	\$1,639
Less than 4 Staff	June	\$1,285	\$1,324	\$1,350
Elem./Middle - Detention				
5 days per week	June	\$1,954	\$2,012	\$2,052
4 days per week	June	\$1,629	\$1,678	\$1,712
3 days per week	June	\$1,305	\$1,344	\$1,371
2 days per week	June	\$979	\$1,008	\$1,028
1 day per week	June	\$652	\$671	\$685
Core/SADD Team Leader (Grant Money)				
Middle and H. S.	June	TBD Annually	TBD Annually	TBD Annually
Peer Leader Advisor (Grant Money)				
Middle and H. S.	June	TBD Annually	TBD Annually	TBD Annually
Just Say No Advisor (Grant Money)	June	TBD Annually	TBD Annually	TBD Annually

The above single step supplementals will receive percentage increases as applied to the base salary.

Grant supplementals will be increased based on the availability of Grant Funds.

Effective July 1, 2011: 2010-2011 supplemental wage rates are reduced by 1%

Effective July 1, 2012: supplemental wage rates are reduced an additional 1%

Steps shall be frozen and there shall be no step advancement on the supplemental step schedule during the

term of this agreement.

APPENDIX C

**MEMORANDUM OF UNDERSTANDING
BETWEEN
MIDDLETOWN TEACHERS' ASSOCIATION
AND
MIDDLETOWN CITY SCHOOLS**

Whereas the Middletown City School District proposes to establish eight positions called Reading Diagnosticians and require specific training of these individuals, the parties have entered into this agreement:

1. Teachers will be selected in the following manner:
 - a. The positions will be posted for five days per the contract.
 - b. The posting will include a description of the classes (which are considered required course work for this position) in which the teacher must be enrolled and complete. Every effort will be made to conduct classes in Middletown.
 - c. A general information meeting will be held prior to interviews to answer all questions.
 - d. The positions will be open to any member who meets the certification requirements necessary to teach reading at the K-6 levels.
 - e. Section 10.4 A-1 will be waived and members with three years or less of district service may apply.
 - f. In keeping with Section 10.4 B, the twenty-four (24) most senior members who apply will be interviewed and eight will be chosen from this group.
 - g. If a teacher leaves the district, this program or the district decides to create more than eight reading diagnostician positions, the same process will be used to secure additional teachers.

2. The commitment of the teachers selected for these positions will be:
 - a. Three years of service in the position.
 - b. Attendance at all classes designated as required for the work of a reading diagnostician.
 - c. The exception to the above is any teacher who already has an MA in reading will only be required to take certain courses designated by this program either for credit or audit. Required courses as they relate to this exception will be identified before interviews are conducted.

3. The commitment of the District will be:
 - a. The district will pay 100% of the 25 hours of required courses in the area of "Emphasis Requirements & Electives" of Miami University's Masters in Reading program.

4. Teachers will be assigned buildings as follows:
 - a. Selected Reading Diagnosticians will have the opportunity to stay in their current buildings by seniority if such an assignment is available.
 - b. Remaining selected Reading Diagnosticians will come together with representation to reach consensus on individual building assignments. Absence consensus assignments will be based on seniority.

5. Teachers who presently hold reading diagnostician positions:
 - a. May apply for these positions but have no guarantees to new positions.
 - b. If such teachers do not apply or are not selected, they retain rights to their 2002-03 grade level building assignments.

6. Teachers may break their commitment to the program by:
 - a. The three year commitment may be waived by the Superintendent for any teacher who finds the program unmanageable or cannot complete the education component.
 - b. Leaving the district.

All terms and conditions relating to the position of Reading Diagnostician are null and void upon transfer or dismissal from the position. Failure to complete course work is reason for removal from the position. Interruption of program due to leaves of absence can be addressed through an extension of time at the discretion and approval of the Superintendent.

Signed this day: 02/12/03:

/s/ Richard C. Packert
For the Association

/s/ Steve Price
For the Board

APPENDIX D

Teacher Evaluation Guidelines

I. Philosophy of Evaluation

Evaluation of teaching is a continuous constructive process for the improvement of the quality of instruction.

Evaluation is cooperative in nature. It provides a basis for self-evaluation and professional growth for the teacher.

The evaluation process provides a means whereby teacher competency and performance are carefully, fairly and systematically assessed, aids in making sound administrative decisions affecting the teacher, and provides a permanent record of teacher performance.

II. Frequency of Evaluation

The principal is to make a formal evaluation of every teacher new to the Middletown/Monroe City School District each of the first three years and at the time the teacher is eligible for a continuing contract. Other teachers who are transferred from one school to another shall be evaluated the first year in the new assignment. In addition, formal evaluation will take place every three years for all teachers or may be made at any time requested by the teacher, principal, coordinator, Director of Human Resources, Assistant Superintendent for Learning, or Superintendent. Except in unusual circumstances, teachers will be notified by the end of the school year if a more frequent evaluation schedule is necessary.

III. Procedures for Evaluation

A. Jointly Developed Goals Conference – Prior to November 15 of each school year, the teacher to be evaluated will be informed of the individual who will perform the final evaluation and a jointly developed goals conference will be held between the principal and each teacher to be evaluated. Both the principal and teacher shall prepare and bring to the conference a working list of ideas for goals. Any board-directed goal(s) may be incorporated in a teacher's goals for that year and each teacher shall have one goal pertaining to his/her career plans. At this conference the teacher and principal shall complete four copies of the form. Three of these copies should be retained by the principal and one copy given to the teacher.

1. The principal may consult with the coordinator for input on goals prior to the conference.
2. The teacher may consult with the coordinator for goal ideas prior to the conference.

3. The coordinator has an obligation to make teacher and principal aware of known weaknesses which should be reflected in goals prior to the goal conference.
- B. Classroom Observation Visits – Prior to April 1, it is recommended that the principal and/or the coordinator observe in the classroom three times. At least two observations of twenty (20) minutes duration each shall be performed by the final evaluator. Additional observations may be made by the principal, assistant principal or coordinators. In addition, observations may be conducted by the Assistant Superintendent, Administrative Supervisor or other qualified administrator as designated by the final evaluator or requested by the teacher. Copies of the observation form will be given to the teacher by the end of the following school day or at a post-observation conference scheduled by mutual agreement between the parties, unless unusual circumstances arise.
- C. Jointly Developed Goals Review Conference – Sometime during the month of January the teacher and/or principal and/or coordinator may request a conference to redefine or revise the goals. At this time the teacher and/or the principal may request the coordinator to become an active participant in the evaluation procedure.
- D. Teacher Evaluation Form
1. Prior to April 10, the principal shall bring to the teacher evaluation conference three copies of the teacher evaluation form.
 2. The principal shall have made appropriate comments for each area in the spaces provided on the form.
 3. The teacher shall have an opportunity to list his/her comments on an attached sheet.
 4. The teacher shall sign the evaluation indicating that the teacher has seen the evaluation.

IV. Teacher Evaluation Guide

Items under each heading should be considered when developing and completing the final evaluation form.

A. Instruction Effectiveness

1. Instructional Skills and Techniques
 - a. Possesses subject matter background for quality teaching.
 - b. Uses a variety of effective teaching techniques and materials.
 - c. Engages students in meaningful activities.
 - d. Maintains a classroom which is attractive and stimulates interest in the subject matter.

- e. Provides for individual differences of students.
2. Lesson Plans
- a. Makes clear, long range and daily plans.
 - b. Correlates plans to the course of study, where possible.
 - c. Shows evidence of preparation during instruction.
3. Pupil Relationship
- a. Gives students fair and understandable evaluation of their work.
 - b. Provides for development of independence of each student.
 - c. Provides for students' growth toward good study and work habits.
 - d. Develops good teacher-student rapport.
 - e. Helps students develop awareness of moral values, citizenship responsibilities, and respect for others.
 - f. Makes an effort to obtain knowledge of the students' background.
 - g. Informs students of expected classroom and academic behavior.
4. Classroom Management
- a. Maintains good class control.
 - b. Works with administrative staff toward solving classroom discipline problems.
 - c. Handles behavior problems effectively.
 - d. Monitors learning of the individual, as well as, groups of students.
 - e. Uses classroom time wisely and effectively.
5. Personal Qualities
- a. Analyzes his/her own methods and materials and strives for improvement.
 - b. Dresses appropriately and is well-groomed.
 - c. Speaks distinctly using well modulated voice.
 - d. Uses good oral and written English.
 - e. Is considerate, friendly, and exhibits a sense of humor.
 - f. Strives to be free from religious, social, and racial prejudices.
 - g. Assumes leadership in the classroom.
 - h. Assumes responsibility in the classroom and related areas such as curriculum development studies, textbook selections, etc.

B. Professional Effectiveness

1. Attendance/Punctuality
- a. Arrives promptly at work and required meetings.

- b. Is prompt and accurate in completing reports.
 - c. Attends school regularly.
2. Staff Relationships
- a. Is willing to help new teachers.
 - b. Recognizes and appreciates good work of his/her associates.
 - c. Responds positively to suggestions for improvement.
 - d. Is able to work well with other staff members.
 - e. Is tolerant of ideas and methods of other staff members.
 - f. Works cooperatively with administrative staff.
 - g. Follows a chain-of-command procedure in dealing with administrative staff.
3. Adherence to School Board Policy
- a. Uses confidential information on a professional basis.
 - b. Becomes familiar with policies governing the schools by reading the teachers' handbook, individual building handbook, student handbook, administrative directives, and other available resources.
 - c. Clears any specific classroom policies with building principal.
4. Professional Growth
- a. Continues professional growth by attending university courses and in-service workshops.
 - b. Attends system-wide curricular, developmental, and grade level meetings.
 - c. Reads professional journals on a regular basis.
5. Parent-Community Relationships
- a. Initiates and participates in activities designed to meet the needs of the school and district.
 - b. Attends PTO meetings and other extracurricular activities on a regular basis.
 - c. Utilizes various techniques to inform parents of student progress.

V. Extenuating Evaluative Factors

Because there are sometimes factors outside the teacher's control which can influence the teacher's effectiveness, the following items should be considered in the evaluation:

- A. Are the lights, ventilation, and temperature in the room adequate and proper?
- B. Is the room large enough?
- C. Are the display areas and storage areas adequate?

- D. Is there appropriate seating for students?
- E. Is the room noisy because of its location, ventilation equipment, or lack of acoustical protection?
- F. Are resource materials, teaching materials and supplies, and audio-visual equipment readily available?
- G. Is the teacher a floating teacher? How often?
- H. Is there a wide variety of pupils in the teacher's classes?
- I. Does the teacher have a large percentage of unique student problems?
- J. What is the teacher's class load?
- K. Is the teacher teaching in his/her major or minor field?
- L. Has the teacher ever taught this subject before?
- M. Is the teacher assigned to more than his/her share of supervisory duties?
- N. Does the teacher have adequate facilities for planning?

APPENDIX E

Emergency Leave Fund and Forms

APPENDIX F

SITE-BASED DECISION-MAKING (SBDM)

As an appendix to this Agreement the parties include their agreement to engage in the process of Site/School-Based Decision-Making ("SBDM") for the term of this Agreement.

The Middletown City School District and the Middletown Teacher's Association support and endorse a process of decision-making that will deliberately place greater authority and responsibility for education and related decisions within the school itself or within the direct educational delivery unit as outlined in "Site-Based Decision-Making Best Practices and Policies" report adopted by the Board in August, 1998.

A. Overall Steering Committee – To oversee this process the Labor-Management Committee, as defined in Section 4.5 B of this Contract will serve as the oversight committee for SBDM with responsibility to:

- To give direction and guidelines to the process;
- To make decisions with respect to pace and scope of process and to recommend additional best practices as needed for SBDM for the District and the schools subject to the parties' approval;
- Make recommendations to the Board, the Association and/or State for waivers;
- To review individual school SBDM constitutions and by-laws to ensure consistency with new best practices; to recommend changes to the site BLT and/or to approve revisions of a site's constitution;
- To attain resources and other support for those involved;
- To establish general steps for preparation and training, to be certain that pace and support are in harmony, and keep the change process moving;
- To collaborate in "unsticking" the process when it runs into difficulties and obstacles;
- To jointly listen, learn from, and practice the problem-solving at the system level that the school sites will be modeling locally.

B. Building Leadership Team

1. Each school will have a similarly structured committee with a cross-section representation such that the professional staff (Principal and

instructional staff) together make up a simple majority. It shall also include representatives of parents, community/business members, classified staff and students (where age appropriate).

2. The size of the school, the size and complexity of its instruction staff, its grade levels, all will influence the Committee composition, however, the BLT will be comprised of no fewer than ten (10) members.
3. Members of the team will be elected/selected by their constituent groups in keeping with their constitution.
4. Decisions of the BLT shall be arrived at by use of consensus. The decisions of the BLT will be referred to the staff as a whole for its concurrence. Concurrence shall be by a secret ballot vote with 75% affirmative vote, of those voting, necessary for acceptance of any BLT recommendation.
5. The BLT will use the "decision framework" check list ("Appendix ____") when initiating and documenting a proposal. Building decisions which exceed the types of decision outlined above or affect one or more of the areas listed in the check list, will submit their request to the LMC for review. BLT members have the option to come before the LMC to present their proposals.
6. The scope of decision-making is not limited to those items listed in "Areas for Site Decisionmaking" (Appendix ____) but is for site consideration as there is an expectation that other decisions will need to be made as the SBDM process evolves.
7. BLTs will submit their meeting minutes to the Superintendent and to the Association President.
8. The BLT will have the responsibility of providing building-specific direction and support for the District's school improvement plan by establishing and communicating their individual school's improvement goals consistent with this plan. They will also create procedures for achieving these improvements, including:
 - The development and maintenance of building committees that review research, gather data, and provide data-driven recommendations to their building regarding establishment of school improvement goals;
 - Planning for specific SBDM training on the building level;

- Facilitating communication among all school stakeholders;
- Acting as an informational resource to the school community.

C. Voluntary Involvement

Involvement in this process, at least in its first steps, is voluntary. This applies to individuals and school sites (see Appendix SBDM-1 and SBDM-2). School will not be forced into this SBDM process and once established may withdraw per the following:

1. The constitution of each site shall contain a provision by which the site may withdraw from site-based decision-making process.
2. The site will serve notice on the LMC that the site wishes to withdraw from SBDM process.
3. The site will document that the provisions of their constitution have been met, and the reasons behind the site's decision to withdraw.
4. The site will request assistance in establishing a new decision-making format.

D. Decisions of the BLT

When a site, if designated as a SBDM school, decisions of the staff which have been arrived at by 75% vote of the staff, shall be binding on all staff at that site. At the same time, no adverse employment action will be taken against any staff member because of his/her non-participation in a site-based decision-making process.

E. Limitations

The parties agree that we are willing to endorse the SBDM process. However, none of us are able to set aside our legal responsibilities or certain dimensions of our organizational roles. Therefore, it is understood that, unless exceptions are made (see Section 5 below), this process cannot change:

1. Law as it pertains to us;
2. State Department of Education's rules and regulations;
3. School Board policies and administrative regulations;
4. The collective bargaining agreement between any of the organized labor groups and the Middletown School System.

F. Waivers

1. The Labor-Management Committee will accept requests for waivers from an existing policy, regulation, or a portion of the Labor Agreement, providing that certain conditions are met, these conditions are:
 - a. The BLT has arrived at consensus on the issue and has secured the necessary vote of the staff for concurrence;
 - b. Has presented it to the LMC in a timely manner;
 - c. Has documented the necessity/reasons for the requested waiver.

2. The LMC will consider the request for waiver, if approved by the LMC, the requests will then be referred to the appropriate mechanism for action (i.e. if touching the labor contract with the Association, to its Executive Committee for approval, if dealing with regulations to the Superintendent's Office, etc.)
 - a. It is clearly understood that these exceptions are not precedent setting, are site specific, not system-wide;
 - b. That the exceptions are temporary and are automatically rescinded each June 15, unless specifically extended;
 - c. The sites report to the overall Steering Committee the learning's, successes and failures based on these exceptions.

APPENDIX G

Local Professional Development Committee Guidelines

A single step supplemental will be created for payment in the spring of each year as follows:

1. \$500 for members and \$750 for the LPDC committee chair and secretary.
2. Committee time will be three to four days of release time. However, for committee meetings, sign-off duties and appeal hearings outside the regular 8 hour work day and beyond the 185 day school calendar each member will be paid at the contract rate set forth in Section 24.3 for each hour after the initial 30 hours of non-release time.

APPENDIX H

Miscellaneous Forms

1. Request for Attendance at Professional Meetings
2. Reimbursement Voucher
3. Tuition Reimbursement Application
4. Grievance Form

APPENDIX I

Letter of Understanding – Teacher Professional Organization Service



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- Development of an overall District strategy to upgrade teacher competencies in computer training and technology and the application of such skills to their teaching areas;
- Inclusion of computer applications in lesson plans;
- Identify at least one District and building goal connected to technology skills improvement;
- Refocus the staff development program on technology skills development and application to all aspects of teacher responsibilities and subject areas.

ARTICLE 27.

DURATION

This Agreement shall become effective as of July 1, 2011, and shall continue until June 30, 2014. Thereafter, it shall continue in force from year to year unless either party hereto shall notify the other in writing at least sixty (60) days prior to the expiration of the term or extended term of this Agreement, of any intention to make changes in or terminate the Agreement.

MTA Negotiating Team

A handwritten signature in cursive script, appearing to read "Valura Leforce", written over a horizontal line.

Valura Leforce, President
Middletown Teachers Association

A handwritten signature in cursive script, appearing to read "Marcia Andrew", written over a horizontal line.

Marcia Andrew, President
Middletown City Board of
Education

A handwritten signature in cursive script, appearing to read "Dominic Williams", written over a horizontal line.

Dominic Williams, Middletown High School

A handwritten signature in cursive script, appearing to read "Teresa Howe", written over a horizontal line.

Teresa Howe, Vail Middle School

A handwritten signature in cursive script, appearing to read "Susan Reedy", written over a horizontal line.

Susan Reedy
Middletown High School

Board Negotiating Team

A handwritten signature in cursive script, appearing to read "Gregory Rasmussen", written over a horizontal line.

Gregory Rasmussen, Superintendent

A handwritten signature in cursive script, appearing to read "Lisa Lowery", written over a horizontal line.

Lisa Lowery, Director
Human Resources

A handwritten signature in cursive script, appearing to read "Susan L. Combs", written over a horizontal line.

Susan L. Combs, Director
Student Services

Richard C Packert

Richard Packert,
Middletown High School

Angela C Smith

Angie Smith

Rodney Bird

Rodney Bird
OEA Consultant

Robin Long

Robin Long, Acting Treasurer

Donald L. Crain

Donald L. Crain
Frost Brown Todd LLC, Attorneys
General Counsel