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MASTER CONTRACT

LITTLE MIAMI TEACHERS ASSOCIATION

AND THE

LITTLE MIAMI BOARD OF EDUCATION

JULY 1, 2012 THROUGH JUNE 30, 2014

STATE BOARD OF  
GENERAL  
INVESTMENT BOARD

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## ARTICLE 1 – RECOGNITION

- A. The Board of Education of the Little Miami Local School District, hereinafter referred to as the “Board” recognizes the Little Miami Teachers’ Association, hereinafter referred to as the “Association”, as the exclusive and sole professional negotiations representative for all certificated employees who are under a regular teaching contract, excluding all administrative staff and/or supervisory employees who have the administrative authority to employ, evaluate, transfer, assign, discipline or discharge members of this negotiation unit or have the responsibility to make recommendations thereon.
- B. The Association recognizes the Board as the locally elected body charged with the establishment of policy of public education in the Little Miami School District and as the employer of all personnel of this school system under State Law. The Association further recognizes that the Board has the responsibility for the management and control of all the public schools of whatever name or character in the District and is specifically delegated with the responsibility of making the rules and regulations by which the District will be governed as provided in Sections 3313.20 and 3313.47 and 4117 of the *Ohio Revised Code*.
1. Determine matters of inherent managerial policy as provided in the *Ohio Revised Code* which include, but are not limited to, areas of discretion of policy such as functions and programs of the board, standards of school activities, its overall budget, utilization of technology, and the school district organizational structure;
  2. Direct, supervise, evaluate or hire employees;
  3. Maintain and improve the efficiency and effectiveness of Board operations;
  4. Determine the overall methods, process, means and personnel by which school district operations are to be conducted;
  5. Discipline, non-renew, demote, terminate for just cause, layoff, recall, transfer, assign, schedule, promote or retain employees;
  6. Determine the adequacy of the work force;
  7. Determine the overall mission of the school district;
  8. Effectively manage the work force in all aspects;
  9. Take action to carry out the mission of the school district;
  10. Make the rules and regulations by which the students and employees of the Board will be governed.

The exercise of the rights and responsibilities of the Board as set forth herein, the adoption of policies, rules and regulations and practices and the use of judgment and discretion in connection with the implementation of these rights shall be limited only by the specific and express terms of this contract.

- C. The Board and the Association agree that the Board shall not be entitled to exercise any management rights which are in conflict with or alter and/or modify an existing provision of this Agreement. The Board shall have the right to implement any management rights not specifically addressed in the collective bargaining agreement provided the Board engages in good faith negotiations over the decision and effects of the implementation of a decision which concerns wages, hours, and other terms and conditions of employment.

Negotiations shall commence and be completed within seventeen (17) working days, or within the timeframe mutually agreed to by the parties, after the Board's request to the Association to engage in good faith negotiations. Additionally, the negotiations' teams shall consist of four (4) individuals and labor relations consultant, including the parties' consultant.

In the event an agreement cannot be reached between the Board and the Association regarding the issue, the Board may implement its decision. However, the Association may, at its discretion, proceed to binding arbitration in accordance with Article 6 to appeal the Board's exercise of its decision. In the event an arbitrator should find that the Board's implementation failed to follow the process set forth in this provision, is inconsistent with Article 1, Section B, or is arbitrary, capricious, unreasonable, discriminating, or retaliatory, the arbitrator may find for the Association and return the parties to the status quo that existed prior to the Board's implementation; with all other appropriate remedies.

- D. Nothing in this document shall prohibit any certificated employee from presenting views to the Superintendent or to the Board in accordance with established procedure. Professional negotiation, however, shall be conducted according to this document.

## ARTICLE 2 – DEFINITIONS

- A. Days– Refers to calendar days unless otherwise indicated.
- B. Good Faith– The willingness to consider, propose, make concessions and counterproposals in an effort to reach a mutually agreed position on matters which are negotiable. The unwillingness of one or the other party to change its position shall not constitute bad faith.
- C. Party– Shall be construed to mean the Association's and the Board's appointed members of the negotiating team.
- D. Teacher – Shall refer to members of the bargaining unit as defined in Article 1, Section A above.
- E. Seniority– Continuous years of service with the District, commencing with the most recent date of employment. Approved leaves of absence shall not count towards seniority, but shall not constitute a break in service.

If seniority is equal for two or more teachers the following shall be used when there is a need to break the tie:

1. The initial date of employment with the Board, as reflected by Board minutes.
2. If date of employment is the same, the tie shall be broken by a coin flip.



### ARTICLE 3 – PROFESSIONAL NEGOTIATIONS PROCEDURE

A. Items proposed for professional negotiations shall be submitted no later than ninety (90) days prior to the expiration of the contract, by the President of the Association to the Superintendent, or by the Superintendent to the President of the Association.

1. The initiating party shall include the following:
  - a. Date of request
  - b. List of items being submitted for negotiation
  - c. Person to contact
2. The receiving party shall respond and include the following:
  - a. Date of response
  - b. Acknowledgement of receipt of professional negotiations request
  - c. List of items the receiving party wishes to submit for negotiation
  - d. Person to contact

B. Professional Negotiations Meetings

1. The parties shall meet at a time and place as established under Section A of this Article for the first negotiation meeting which shall be no later than fifteen (15) days after the request to open negotiations, or at a later date by mutual agreement of both parties. A time, place and date for the next session shall be established before concluding the first and each successive professional negotiation meeting.
2. Specific proposals shall be exchanged by the parties at the first meeting unless otherwise mutually agreed. The party requesting negotiation shall present and explain its specific proposals first. The other party will then present and explain its proposals. Subsequently, no new proposals shall be considered unless otherwise mutually agreed.
3. The overall agenda shall be as mutually developed by the parties and may be altered by mutual agreement.
4. The agenda for the subsequent meeting shall be determined at the end of each meeting.
5. All meetings will be scheduled after school hours so as not to interrupt the contractual teaching duties of the members of the bargaining team, unless otherwise mutually agreed.

C. Negotiation Teams

1. Each party shall have up to six (6) representatives on its team. Each team shall designate a spokesperson.
2. Each party may have no more than three (3) people to act as observers or consultants. The observers or consultants shall not participate in the negotiation discussions unless mutually agreed. Formal presentations may be made by consultants on specific items under discussion provided notice is given the day prior to the meeting naming the person who will make the presentation and the subject of the same. Additional special consultants may be called upon to make formal presentations with the mutual agreement of the parties.

D. Information

The designated representative of the Board and the Association agree to make available to each other upon reasonable request and in reasonable time, all available public information pertinent to the matter or matters then under negotiation.

E. News Releases

1. No information pertinent to matters then under professional negotiations shall be given or released to the public during professional negotiations without approval of all parties hereto until all procedures provided by this document are exhausted.
2. If impasse is reached, the parties may mutually agree to issue a joint news release stating that the parties are at an impasse.

F. Recesses

Either group shall have the right to recess for independent caucus at any time. Caucuses shall be of reasonable length.

G. Item Agreement

As negotiation items receive tentative agreement, they shall be reduced in writing and initialed by each party. As items are tentatively agreed to and initialed by the bargaining items, such items will be binding on each party's bargaining team subject to final ratification by the Association and the Board.

H. Agreement

When an agreement is reached through negotiations, the outcome will be reduced in writing signed by the spokesperson of each negotiating team and submitted to the Association's membership for ratification and the Board for its consideration and will not become effective until ratified and approved by both parties.

The results of the ratification vote by the Association's membership shall be communicated to the Board by the President of the Association. Upon receipt of notification that the Association has acted upon the tentative agreement, the Board shall consider the approval or non-approval of the tentative agreement no later than its next regular Board meeting.

If the agreement is ratified and approved by both the Association and the Board, it shall be implemented in the same manner as any other official action of the Board.

I. Impasse

1. If an agreement has not been reached after forty-five (45) days from the first meeting between the bargaining teams, then either party may declare that an impasse existed any time after that date. When a party declares impasse, the two parties shall jointly request the appointment of a federal mediator from the Federal Mediation and Conciliation Service. The bargaining team shall meet with the mediator in an effort to resolve negotiations. In the event an agreement has not been reached within forty-five (45) days of the parties' first meeting of the

mediator, then the impasse procedure shall be deemed to have been completed. After these procedures have been completed each party may exercise all of its legal options.

2. It is agreed that this impasse procedure supersedes and replaces the impasse procedure in Chapter 4117 of the *Ohio Revised Code*.

#### **ARTICLE 4 – RENEGOTIATIONS**

If mutually agreed to by the parties, the contract or any part thereof may be renegotiated prior to the contract's expiration date. Negotiation shall begin within ten (10) days of the agreement to renegotiate on those specific items mutually agreed to reopen.

#### **ARTICLE 5 – CONTRARY TO LAW**

If any provisions of this document shall be found contrary to law, then that provision shall be deemed invalid except to the extent permitted by law, but all other provisions thereof shall continue in full force and effect for the term of the contract.

#### **ARTICLE 6 – GRIEVANCE PROCEDURE**

##### **A. Definitions**

1. Grievance Policy – The Board and the Association recognize that in the interest of effective personnel management, a procedure is necessary whereby teachers can be assured of a prompt, impartial and fair resolution of a grievance. Such procedure shall be available to all teachers and no reprisals of any kind shall be taken against any teacher initiating or participating in the grievance procedure.
2. Grievance Defined – A grievance is a complaint or violation, misapplication or misinterpretation of the contract.
3. Party of Interest– The lodging of any grievance shall be the right of the individual teacher and/or the Association. A single grievance may be lodged on behalf of two (2) or more teachers where the relief sought is similar for each teacher.
4. Days – For this provision, days shall be defined as actual working days.

##### **B. Procedure**

1. STEP ONE – Any teacher having a grievance shall first discuss such grievance with his/her immediate supervisor. A supervisor shall be defined as the person in authority with respect to the particular grievance.
2. STEP TWO – If the discussion does not resolve the grievance to the satisfaction of the teacher, such teacher shall have the right to lodge a written grievance with the building principal. Such grievance must be lodged within twenty-five (25) days following the teacher's awareness of the act or condition which is the basis of said grievance. The written grievance shall contain a concise statement of the facts upon which the grievance is based. A copy of such grievance shall be filed with the Superintendent and President of the Association by the grievant. The

teacher shall be advised in writing of the time, place and date of his/her hearing with the principal which shall be within ten (10) days of the receipt of the request by the principal.

The building principal shall take action on the written grievance within ten (10) days after the hearing with the teacher. The action shall be reduced to writing and copies sent to the teacher, Association, and the Superintendent. The teacher may be represented by a member of the local Association at Steps One and Two.

3. STEP THREE – If the action taken by the building principal does not resolve the grievance to the satisfaction of the teacher, such teacher may appeal in writing to the Superintendent. Failure to file such appeal within ten (10) days from receipt of the written memorandum of the principal's action on said grievance shall be deemed a waiver of the right to appeal. A hearing shall be conducted by the Superintendent within ten (10) days after the receipt of the request. The teacher shall have the right to be represented at such hearing by a representative of the Association.

The Superintendent shall take action on the appeal of the grievance within ten (10) days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the teacher, building principal and the Association.

4. STEP FOUR – If the action taken by the Superintendent does not resolve the grievance to the satisfaction of the teacher and the Association, the Association may appeal in writing for arbitration. The Notice of Arbitration shall be sent to the Superintendent with a copy to the Treasurer within ten (10) days from receipt of the written response. However, the parties may agree to use mediation through the Federal Mediation and Conciliation Service prior to any arbitration hearing. The Association and the Board agree to share any mediator charges and expenses equally.

If mediation does not resolve the grievance, an arbitration hearing shall be scheduled with one of the following arbitrators:

1. Michael Paolucci
2. David Stanton
3. Frank Keenan

Assignment of grievances/arbitrations shall be made on a continuous rotating basis among the three (3) above mentioned arbitrators. In the event that an arbitrator is unable to remain on the list, the parties shall meet to mutually agree on a replacement.

With the exception of the selection of the arbitrator, or any other contractual provision related to the arbitration hearing, the parties agree that the arbitration process shall adhere to the American Arbitration Association's rules.

The arbitrator shall hold such meetings as he/she determines necessary to make a fair and impartial ruling and issue his/her decision within forty-five (45) calendar days of the hearing.

The arbitrator shall expressly confine him/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue not so submitted. Additionally, the arbitrator shall have no power to alter, add to, modify or subtract from the terms of this agreement.

The arbitrator has the authority to determine arbitrability if such an issue exists. The Board must raise the issue of arbitrability fifteen (15) days after receiving notice from the Association of its intent to proceed to arbitration. Such notice shall include a motion of supporting memorandum submitted to both the Association and the arbitrator. The Association shall have fifteen (15) days in which to file a response to the Board's memorandum to both the Board and the arbitrator. The arbitrator shall make a ruling on the arbitrability issue prior to hearing the grievance.

The arbitrator shall have the power to subpoena witnesses and documents.

No later than ten (10) days prior to the scheduled arbitration hearing a disclosure conference must be held between the representatives of the Board and the Association at which time all documents, exhibits, evidence, and names of witnesses and the nature of their testimony shall be disclosed. Failure to disclose prior to the hearing shall result in the exclusion of said evidence, exhibit, or testimony at the arbitration hearing.

The ruling of the arbitrator shall be binding.

Arbitrator's expenses and fees shall be paid by the unsuccessful party in the arbitration proceeding. However, the arbitrator shall also have the authority to prorate the arbitration expenses and fees between the parties based upon his discretion.

#### **ARTICLE 7 – ASSOCIATION RIGHTS**

- A. There will be no reprisals of any kind taken against any teacher by reason of his/her membership or non-membership in the Association or participation in any of its legal activities.
- B. If negotiations meetings or impasse hearings between the Board and the Association are scheduled during the school day, members of the Association's negotiating team will be relieved of all regular duties without loss of pay or leave penalty, as necessary, in order to permit their participation in such meetings.
- C. Representatives of the Association will have access to the schools in accordance with Board policies and procedures before and after the normal school day or while a teacher is on lunch break provided such presence does not interfere with teachers during their regularly scheduled classes and planning periods.
- D. Upon request, the Association will be provided a copy of all regularly prepared public information in accordance with Revised Code 149.43.
- E. The Association will be given notice of meetings in accordance with Revised Code 121.22. A copy of the official agenda, including all attachments, and minutes of the meeting, as permitted by law, will be given to the Association President on the Monday prior to said meeting.

- F. Upon request and if available, the Association shall be permitted to utilize District buildings without cost during the hours of 6:00 A.M. to 8:00 P.M., Monday through Friday, for Association meetings. All other use of District buildings shall be in accordance with the District facilities use policy.
- G. There will be one bulletin board of appropriate size for partial use of the Association in the faculty lounge in each school building for the purpose of displaying notices, circulars and other such material.
- H. The Association will have the right to use the inter-school mail system and electronic mail to distribute material, provided a copy of the material is given to the principal and Superintendent simultaneously with the placement in the teachers' mailbox.
- I. The Association will be provided the names and addresses of all new teachers. Additionally, the Association shall be provided at least thirty (30) minutes to meet with the new teachers during their initial orientation meeting with the administration.  
  
The Association shall be provided time on the agenda to meet while all teachers are assembled at the start of the school year.
- J. The Association shall be granted a maximum of twelve (12) days per year for representatives to attend the OEA Representative Assembly or for the President or his/her designee to attend to other Association business. None of these days granted can be charged against personal leave.

### **ARTICLE 8 – PAYROLL DEDUCTION**

- A. The Board shall provide for the following payroll deductions:
  - 1. United Education Profession (UEP) dues/Fair Share Fee
  - 2. Political Contributions
  - 3. Tax sheltered annuities
  - 4. One Credit Union
  - 5. Any teacher paid insurance premiums
  - 6. STRS
- B. The Board agrees to deduct from the salaries of the teachers, dues for the Association and to transmit the monies promptly to the Treasurer of the Association. A teacher desiring annual dues deduction shall request same in writing and submit a payroll deduction authorization to the Treasurer by October 1 of each school year. It is understood that such authorizations may be revoked by said teacher upon giving of written notice to the Board. The deductions will be made once a month in nine (9) installments beginning with the last payroll check in October of the school year.
- C. Dues deduction authorization may be revoked by a current member during a thirty (30) calendar day period, beginning with the first day of each school year. Authorization not

revoked during said period shall continue for a successive period of one (1) year. Written notice of revocation shall be submitted to the Board and the Association Treasurer.

D. Fair Share Fee

1. Payroll Deduction Of Fair Share Fee – The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Association, a fair share fee for the Association's representation of such nonmembers during the term of this contract. No nonmember 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.
2. 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, 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.
3. Schedule Of Fair Share Fee Deductions
  - a. 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 the second paycheck, which period shall be the required probationary period of newly-employed bargaining unit members.
  - b. 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.
4. 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.
5. 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.
6. Entitlement To Rebate – Upon timely demand, nonmembers may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

7. 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:
- a. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a nonmember for which indemnification may be claimed;
  - b. The Association shall reserve the right to designate counsel to represent and defend the employer;
  - c. The Board agrees to: (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding; (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;
  - d. The Board acted in good faith compliance with the fair share fee provision of this agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapply such fair share fee provision herein.

E. Tax Sheltered Annuities

- 1. Payroll deduction for tax-sheltered annuities shall be made available upon request.
- 2. A minimum of five (5) teachers requesting a deduction from the same annuity company will be necessary before deductions will be made. A teacher's annuity will not be discontinued; however, if prior to July 1, 1993, there were less than five (5) participants with the same annuity company.
- 3. A teacher may change annuity companies only one (1) time during a school year.

**ARTICLE 9 – COOPERATING TEACHERS**

- A. When a college/university assigns a student to the District for a field experience, any compensation/benefit provided to the District as a result of said placement will be provided to the member/s to which the student was assigned. The District shall make required deductions such as applicable taxes and Employer and Employee STRS contributions from said compensation.

**ARTICLE 10 – SICK LEAVE**

- A. The *Ohio Revised Code* grants one and one-fourth (1-1/4) days of sick leave per month. New teachers have available five (5) days any time during the first four (4) months; at the end of the fifth (5<sup>th</sup>) month and each month thereafter, one and one-fourth (1-1/4) additional days are earned. The cumulative total after being under continuous contract for twelve (12) months will be fifteen (15) days. Paid sick leave shall be allowed for a period not to exceed an accumulated sick leave account. A teacher may appeal to the

Board in writing through the Superintendent for special consideration for additional sick leave because of extreme hardship.

- B. Sick leave will be granted for the following circumstances: personal illness, injury, pregnancy, exposure to contagious diseases which could be communicated to others, for absence due to illness, injury or death in the teacher's immediate family.
- C. All doctor and dental appointments shall be scheduled outside a teacher's regular working hours, whenever possible.
- D. The immediate family shall be defined as:
  - 1. Spouse, parents, parents-in-law, children, grandparents.
  - 2. Grandchildren, or any other person, when the teacher is the legal guardian.
  - 3. Grandchildren, sisters, brothers, sisters-in-law, brothers-in-law due to life threatening illness or in the event of death.
  - 4. Any other person living in the teacher's household.
  - 5. Aunt, uncle, niece, nephew, cousin in the event of death. Usage of sick leave shall be restricted to three (3) days for each event to attend to the funeral, etc.
- E. Nothing herein limits the authority of the Board to administer the sick leave provisions in accordance with 3319.141 of the *Ohio Revised Code*.
- F. Sick leave accumulation shall be unlimited.
- G. After ten (10) consecutive days of sick leave usage, a teacher may be required to provide written verification of such usage from his/her physician.
- H. A teacher having 220 days of accumulated sick leave may use up to fifteen (15) days of sick leave the school year just prior to his/her retirement before days are deducted from his/her accumulation.
- I. Any teacher who uses three (3) days or less of combined personal and sick leave per school year shall receive with the second paycheck following the last day of school \$250.00. Such check will be in recognition of good attendance.

#### **ARTICLE 11 - SICK LEAVE BANK**

- A. The purpose of a Sick Leave Bank is to donate additional days to a teacher who has experienced an accidental catastrophic injury, surgery or serious illness to him/herself or his/her spouse or dependent child and has exhausted all personal leave days, accumulated sick leave, advancement of sick leave and is not eligible for disability retirement under STRS. The Sick Leave Bank may not, however, be used due to illness/disability of a routine pregnancy.
- B. Prior to October 1 of each school year, a teacher may activate his/her participation in the Sick Leave Bank by contributing one (1) day of his/her accumulated sick leave. Donation of a sick leave day to the Sick Leave Bank does not count against the donating teacher's attendance. After this initial enrollment, an additional one (1) day will

automatically be deducted from the teacher's accumulated sick leave during the month of October of each year and in accordance with Article 9, D below. Membership and subsequent deductions shall be continuous unless the teacher notifies the Treasurer's office, in writing, between September 1 and September 15 that he/she cancels his/her membership.

- C. A teacher must be an active participant in order to be eligible to receive sick leave days from the bank.
- D. Deductions from members shall be continuous as stated above until the bank exceeds 450 days. Subsequent deductions shall occur only when the bank falls below 450 days.
- E. The maximum number of days that a teacher can receive for one (1) illness is sixty (60) days in the bank.
- F. A Sick Leave Bank Committee consisting of a representative from each building appointed by the Association and a representative appointed by the Board shall oversee the functions of the Sick Leave Bank, including the approval and/or disapproval of all requests. The decisions of this committee shall be final and shall not be subject to the grievance procedure in Article 6.

#### **ARTICLE 12 – PERSONAL LEAVE**

- A. Three (3) personal days shall be provided each contract year. All three (3) days shall be unrestricted requiring no explanation or reason except for the limits in B in this article.
- B. Personal leave may not be used on the day immediately preceding or following a holiday, on a day of in-service, on the first or last day of the school year, or on parent-teacher conference, or on make-up days that have been established in the school calendar, except under unusual circumstances at the sole discretion of the Superintendent. No more than 10% of the teachers in a building can use a personal day on make-up days that are not established in the school calendar. On the Mondays and Fridays in May, only ten percent (10%) of the teaching staff in a building may be on personal leave.

- C. Conversion

Up to three (3) personal leave days which are not used during the school year shall be converted to sick leave by September 1 of each school year. In cases of retirement, said conversion shall occur prior to the issuance of severance pay.

#### **ARTICLE 13 – NEWBORN INFANT CARE AND ADOPTION LEAVE**

- A. Unpaid newborn infant care or adoption leave shall be granted to a teacher for up to two (2) semesters . Extensions may be granted at the discretion of the Board. Teachers shall submit a request in writing for such leave not later than forty-five (45) days prior to the requested leave date. In the case of adoption leave, the teacher shall give the Superintendent as much notice as possible of the actual date of receiving the child. All notices will include the date the teacher requests to return to work and shall be either at the beginning of a semester, interim period, or school year, unless otherwise approved by the Superintendent.

- B. Upon return from leave, the teacher shall resume his/her former position. Under unusual circumstances, such as shifts in enrollment or class offerings, the teacher may be assigned to a similar position for which he/she is qualified.
- C. During said leave the teacher may exercise the option of maintaining group insurance coverage. The Board and teacher shall continue with payment for the premiums in accordance with Article 42 for a twelve (12) week period inclusive of any sick leave usage (i.e., a teacher uses six (6) weeks of sick leave, the Board shall continue sharing premium payments for an additional six (6) weeks). If the teacher's leave is for longer than twelve (12) weeks, he/she shall assume full premium payment for the remainder of the leave.
- D. If, prior to the date set for the initiation of newborn infant care leave, the Superintendent believes that a female teacher is medically unable to perform adequately as a result of pregnancy, the Superintendent may require the teacher to submit certification from her physician attesting to her ability to continue working. The teacher may return to service after the termination of her pregnancy upon providing the Superintendent with a medical certificate from her physician stating that she is able to resume her duties.
- E. The Board recognizes that the granting of unpaid newborn infant care leave does not preclude a pregnant teacher from also exercising her statutory rights to sick leave in accordance with the statutory law of Ohio.

#### **ARTICLE 14 – JURY/COURT DUTY**

In the event a teacher is selected for jury duty or subpoenaed as a witness in a school related matter, the Board shall pay the teacher's regular salary. The remuneration received for serving as a juror, excluding transportation, meals and room, shall be returned to the Board Treasurer as soon as it is received.

#### **ARTICLE 15 – PROFESSIONAL LEAVE**

- A. Teachers shall complete an application for attendance at a professional meeting and submit same to the principal at least two (2) weeks prior to the date of the meeting. Professional leave may be granted individually to teachers at their initiation to attend meetings such as visitations to other schools, conferences, workshops and seminars which are directly related to his/her teaching assignment unless the appropriated funds per this Article are exhausted. Professional leave may be granted to attend meetings such as visitations to other schools, conferences, workshops and seminars which are indirectly related to his/her teaching assignment. A written approval or rejection will be returned to the applicant.

The Board shall appropriate at least \$15,000.00 for professional leave per year. Reimbursement may not be provided if appropriated funds are exhausted. Any funds remaining at the end of a school year shall be rolled over to the next year.

- B. Attendance is limited to one (1) teacher from a department or building at any one (1) meeting except as otherwise approved by the Superintendent, or his/her designee. Preference shall be given:
  - 1. To teachers who have not previously attended such meetings;

2. To curriculum areas identified by the building level improvement teams;
  3. To workshops that clearly focus on a specific discipline, curriculum area and the pursuit of best practices.
- C. When the Board approves attendance at professional meetings for teachers, the Board will reimburse the teacher at the rate established by the IRS for each mile for travel, if the teacher drives his/her automobile. When more than one teacher per building or department is approved for professional leave to the same conference/meeting the Board will reimburse one (1) driver for every four (4) teachers. If the teacher uses other forms of commercial transportation, the Board will pay the cost at its discretion.
- D. The Board will also pay the conference rate for a hotel/motel room on the basis of two (2) teachers of the same gender sharing a room, and \$25.00 a day meal allowance per teacher. Deviations from these amounts must be approved by the Superintendent and the Board.
- E. Expenses incurred shall be itemized with receipts attached and presented to the treasurer on a form provided by the Treasurer for payment. Gratuities will not be reimbursed.
- F. Attendance at professional meetings may be authorized by the Superintendent/or designee in accordance with the fund limitations of the school budget.
- G. Following the attendance of such workshops/leave the teacher shall make a presentation to the staff at a faculty meeting, department meeting or in-service. The teacher may also elect to develop an applied lesson plan to be replicated for other teacher's use. CEUs may be provided to a teacher electing to develop the lesson plan in accordance with state licensure guidelines and the local professional development committee.

#### **ARTICLE 16 – SABBATICAL LEAVE**

- A. A teacher may be granted a leave of absence for educational growth for up to one (1) year after completing five (5) years or more on the professional staff of the District provided the reason for the leave of absence is approved by the Board. Said leave shall be without pay. Any teacher taking such sabbatical leave may, at the teacher's discretion, maintain all benefits and insurance provided by the Board; however, the cost of said benefits shall be paid by the teacher on the first (1<sup>st</sup>) of each month.
- B. The teacher taking such leave shall submit a plan for professional growth to the Superintendent for approval with his/her request for leave and shall provide evidence that the plan was followed at the conclusion of the leave.
- C. No more than five percent (5%) of the teaching staff may be on sabbatical leave at one time.
- D. No sabbatical leave may be granted a second time to the same teacher when other teachers have filed a request for such leave.

## ARTICLE 17 – ASSAULT LEAVE

- A. In accordance with *Ohio Revised Code* 3319.143, the Board shall grant up to a maximum of ten (10) days assault leave to any teacher who is absent due to a physical disability resulting from an assault which occurs in the course of Board employment. Such teacher will be maintained on full pay status during the period of such absence and such leave shall not be charged against the teacher's earned or earnable sick leave.
- B. In accordance with the *Ohio Revised Code* 3319.143, the Board shall require a teacher to furnish a signed statement on forms provided by the Board to justify the use of assault leave. If medical attention is required, a certificate from a licensed physician shall no longer be required. Instead, a note from a licensed physician stating the nature of the disability and its duration is required.
- C. Under extremely unusual circumstances involving serious injury the ten (10) day limitation may be extended as medically necessary.
- D. Upon request of the Superintendent, a teacher shall file a police report regarding the nature of the assault and provide a copy of the report to the Superintendent. Upon filing of a police report, the administration shall initiate disciplinary actions against the perpetrator, if applicable.
- E. The intent of this language in no way restricts a teacher's right to any legal redress the teacher deems necessary.

## ARTICLE 18 – PERSONNEL FILE

- A. A teacher's official personnel file shall be maintained in the Central Office. Upon request by the teacher and with prior arrangements made with the Superintendent or designee, the teacher may review the file in the presence of the Superintendent or designee.
- B.
  - 1. Routine employment materials and any commendation shall be placed in a teacher's personnel file with a dated stamp of the date the item was placed in the file.
  - 2. Reprimands, disciplinary reports or other adverse personnel documents shall require the signature of the teacher in whose file the entry is being made and signature of the administrator placing information in the file. If the teacher refuses to sign the material, it shall be placed in the file with a notation indicating the teacher refused to sign it.
- C. Upon request, copies of material contained in the file shall be provided the teacher at his/her expense.
- D. Teachers shall have the right to attach a written response, within thirty (30) work days of receipt, to any material in the file.
- E. Reprimands/disciplinary reports, except material which pertains to improper conduct with students, which have been included in a teacher's file, shall be removed after three (3) years upon the teacher's request if no material of a similar nature has been placed in the file during that time.

- F. Unsigned letters or complaints will not be placed in a teacher's official file until the complaints are substantiated.
- G. Teachers may submit letters of merit or awards through the principal to be placed in his/her official file.
- H. Any record or reference to a liability claim shall not be made a part of a teacher's file unless the claim is substantiated through a court of law, acknowledgement by the teacher, or settlement of the claim by the insurance company.

#### **ARTICLE 19 – LENGTH OF SCHOOL YEAR**

- A. The teacher's contractual school year shall consist of one hundred eighty-five (185) workdays. Of the 185 days, one hundred eighty (180) days shall be when pupils are counted in attendance according to the State Department of Education. The remaining five (5) days shall be scheduled as follows:
  - 1. One (1) day at the beginning of the school year will be used for orientation and/or in-service.
  - 2. One (1) day at the beginning of the school year will be used for teacher classroom preparation. If needed, building staff meetings may be held for one (1) hour during the day.
  - 3. One (1) day at the end of the first semester will be used for record keeping. If needed, staff meetings may be held for one (1) hour during the day.
  - 4. One half (1/2) day at the end of the second trimester will be used for record keeping and one half (1/2) day will be used for in-service. In the event that Little Miami reverts to a semester system, this day may become a full day of in-service, staff development or preparation.
  - 5. One (1) day at the end of the year will be used for record keeping and staff checkout.
- B. Early student dismissal or late student arrival shall be scheduled at least four (4) times a school year. Teachers/administrators shall use the remainder of the normal school day to focus on professional development activities determined by the needs of each building.
- C. During the morning of the fall and spring in-service days teachers shall attend District or building level in-service activities as established by the staff development/building level or District committee. If the activities are not appropriate for an individual teacher, alternate options shall be developed with mutual agreement between the teacher and principal.
- D. During the afternoon of the fall and spring in-service days, teachers shall elect one of the following:
  - 1. District or building level in-service activities;
  - 2. Individually developed activities completed on the in-services days;

3. Individually developed activities, totaling 7.0 hours that can be completed at any time. The teacher and principal shall mutually agree to the plan for such activities which shall be scheduled by the spring in-service day. If this approach is elected, a teacher is not required to attend one (1) in-service day.

## **ARTICLE 20 – LENGTH OF SCHOOL DAY**

The length of the school day shall not exceed seven and one-half (7-1/2) hours including a scheduled lunch period of thirty (30) minutes of duty-free duration. Staff meetings and curriculum meetings will be included in the normal school day whenever possible.

## **ARTICLE 21 – PREPARATION PERIODS**

### **A. Elementary**

1. All elementary teachers shall be provided with at least two hundred (200) minutes per week for preparation.
2. All elementary teachers shall receive a daily preparation period of at least forty (40) continuous minutes, or the amount of time equal to special classes, whichever is greater, scheduled during the student instructional day. However, there will likely be instances due to scheduling conflicts and the growth in the District when it is not possible to provide the required planning time during the student day. In such cases, said teachers will be assigned the required amount of planning time outside the student instructional day, but within the 7.5 hour working day.
3. A regular classroom teacher's preparation period may include, but not be restricted to, the time when students are scheduled for art, music, physical education and library.

### **B. Secondary**

Junior high and high school teachers shall have a daily planning period equal to one (1) class period in length.

- C. Teachers shall not be asked to substitute during their preparation periods except in emergencies. When such a need occurs, teachers will be asked to substitute on an equitable basis.

## **ARTICLE 22 – TEACHING ASSIGNMENTS**

- A. Teachers will be notified by the Superintendent or his/her designee of next year's tentative teaching assignment at the end of the school year. If changes are necessary, teachers shall be notified by August 10, except in unusual circumstances.

It is understood that due to resignations, program development or course changes created by the State Department that some later assignments may be made.

- B. Secondary The high school and junior high school principals will use the following guidelines in developing and assigning teachers to their teaching schedules:

1. Separate teacher subject assignments and preparations, exclusive of study halls and activity-type classes as prescribed in the Minimum Standards for Ohio High Schools, will be limited to three (3) per day each semester, whenever possible. However, if intervention is provided, the Math and/or English Coordinator for intervention shall be limited to three (3) preparations per day each semester (including intervention as a preparation.)
2. A separate teacher subject assignment and preparation is defined as any course offering which has an approved textbook(s) and/or course of study and requires a separate, definite lesson plan on the part of the instructor.

C. Elementary

Non-teaching responsibilities (bus duty, recess, etc.) shall be equitably distributed among all teachers within a building, whenever possible.

### ARTICLE 23 – VACANCIES, PROMOTION, TRANSFERS

- A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. In the spring of each year, the principal will supply a form by which a teacher may indicate a desire for a transfer to a different class or assignment within his/her building or to a different building.

In addition, requests for transfers shall be made in response to a posting as described below.

B. Postings

The Board declares its support of filling vacancies from within its own teaching staff.

1. When school is in session, whenever a newly created position or vacancy arises or is anticipated, in the Bargaining Unit or Administration, the Superintendent shall promptly notify the staff through e-mail bulletins and by posting the position for a minimum of five (5) working days on a designated bulletin board.

Vacancies in current bargaining unit positions occurring during the school year shall be filled by a temporary employee for the remainder of the school year and shall then be posted as a vacancy at the end of the school year in accordance to (1) above.

2. When school is not in session (summer break):
  - a. All postings, including supplementals, will be posted on the District's website.
  - b. The five (5) day posting period shall commence upon the first day the vacancy is posted on the website.
  - c. The Association President or designee shall receive a copy of all postings via U.S. Mail.

- C. In filling vacancies, the Superintendent shall review both a teacher's request for a specific posting and a teacher's written notice as specified in A. above. Each properly certified applicant who has notified the Superintendent of his/her interest shall receive an interview. The following will be considered: Experience, certification and seniority.
- D. When involuntary transfers are to be made due to program changes, the least senior teacher properly certified shall be transferred. When an involuntary transfer is made due to performance, appropriate documentation must be contained in the evaluation documents. A conference of the teachers involved in an involuntary transfer shall be held with the Superintendent and reasons for the transfer reviewed with the teachers.
- E. The right of final selection and appointment shall remain with the Superintendent and/or his/her designee, except as designated in D.

#### **ARTICLE 24 – BUILDING LIAISON**

- A. By September 15 of each school year, Association members will select a Liaison Committee from each school building which will meet with the principal or his/her counterpart at least once every month during the regular school year to review and discuss local school problems and practices. Said Liaison Committee will consist of three (3) teachers from Little Miami Junior High School, Butlerville Elementary, Maineville Elementary and Intermediate; four (4) at Morrow Elementary and five (5) at Little Miami High School.
- B. The Liaison Committee shall be advisory and is intended to assist the principal and the school staff in developing policies and programs for the school involved. Exceptions shall be issues addressing curriculum application and professional development, which shall be handled by the building level/District improvement teams.
- C. Liaison Committee shall elect a chairperson from the teacher representatives at its first meeting each year, who shall be responsible for preparing the agenda and conducting the meetings. Each teacher shall have the right to have matters placed on the Liaison Committee agenda and all teachers in the building shall receive copies of the minutes of the Liaison Committee meetings.
- D. If no resolution has been reached after a discussion at the liaison meeting, a committee member of the Association/Administration liaison may discuss the issue with the Superintendent after the Association/Administration liaison meeting.

#### **ARTICLE 25 – DISTRICT LIAISON**

- A. An Association/Administration Liaison Committee shall be selected by September 15 of each school year to facilitate communication between the Association and the District administration. The purpose of this committee shall be to discuss District-wide problems or concerns arising within the District. Its purpose shall be neither to serve as an alternative to the grievance procedure nor to supplement negotiations, but merely to provide a forum for communication regarding concerns arising within the District.
- B. The committee shall include members selected by the Association, plus the President of the Association (or his/her designee) and the Superintendent (or his/her designee). This committee shall be responsible for preparing the agendas, minutes and conducting the meetings.

- C. The committee shall meet monthly unless altered by mutual consent. The Board members shall receive agendas, minutes of meetings and their attendance shall be encouraged.

## **ARTICLE 26 – BUILDING LEVEL/DISTRICT IMPROVEMENT TEAMS**

Each building in the District will establish school improvement teams for the purpose of identifying goals and objectives to enhance the education program. The teacher teams, composed of teachers from different disciplines and/or grade levels, will work together as core groups. Building level planning teams will examine the needs based on data, set goals with performance indicators, and make decisions about where to focus improvement strategies for curriculum application and professional development issues.

Representation will be determined by building enrollment with at least one (1) representative per one hundred (100) students. An equal number of representatives will be selected by the administration and by the faculty for each building by September 15 of each school year. Teams will meet at least once per quarter. Building level teacher teams will each provide one (1) representative to a District school improvement committee. Recommendations dealing with the expenditures of federal and state grants and flow-thru funds will be addressed by the District team. The District team will meet quarterly as well.

The teams will:

1. Seek input from teachers, parents, students, community, and other constituents as appropriate;
2. Involve and inform full school community of its activities and the outcomes;
3. Communicate with representatives from the District and the administration.

Suggested team approach to diagnosing school-wide problems:

1. Identify the problem and describe the problem as team members see it.
2. Restate the problem to describe the situation as it is now and as team members would like to see it.
3. Identify the area(s) that could be addressed constructively by the team.
4. Brainstorm to develop possible action steps that could reduce the effect of the concern or eliminate it entirely.
5. Review the possible action steps and identify the people, materials and other resources available to carry out the action.
6. Develop a possible sequence of action and plan a method of evaluating the effectiveness of the action program.

## **ARTICLE 27 – POLICY AND PROCEDURE HANDBOOK**

Copies of the Board's Policy and Procedures Handbook shall be included in each building's library for teacher's usage and will be updated as updates are approved by the Board. The Board Policy and Procedure Handbook shall be included on the District's Website.

## **ARTICLE 28 – ATTENDANCE OF TEACHERS' CHILDREN**

- A. Teachers who are not residents of the Little Miami School District who wish their children to attend the Little Miami Local Schools shall, upon written request received by the Superintendent, prior to August 1 of any year, be permitted to enroll their children in the Little Miami Local School District without the payment of tuition. Permission to enroll students pursuant to this Section shall be contingent upon stated capacity limits by grade level, school building, and educational programs.
- B. After the conclusion of the 2000-01 school year, this provision will expire and any teacher who does not have a child enrolled in the schools or has not had a child enrolled in the Little Miami Schools, shall not be entitled to this right.

However, any teacher who is not a resident of the Little Miami Local School District who either has a child(ren) enrolled in school or has had a child(ren) enrolled in the Little Miami School District pursuant to this Article, shall be provided the ability to permit or continue to permit his/her children to attend Little Miami Schools in accordance with Section A above. Said teacher is said to be "grandfathered".

## **ARTICLE 29 – RESIDENT EDUCATORS**

The purpose of the resident educator program is to provide support to members possessing a resident educator license or a teacher with teaching experience entering his/her first year of service with the Board. A mentor shall be assigned to each new teacher in the District and resident educator at the start of the school year.

A teacher must express a willingness to serve in the capacity of a mentor for a full school year, be trained in accordance with ODE requirements, and assignments shall be voluntary with pairing completed by the lead mentor. The role of the mentor is defined in the job description established for the 2002-03 year including the fact that the program is designed strictly as support and shall not be a part of the evaluation system in any way.

Stipends for mentors shall be as follows;

- \$ 750 for mentors of resident educators
- \$ 500 for mentors of experienced teachers new to the District

## **ARTICLE 30 – COMPLAINT PROCEDURE**

- A. Community and school relations should reflect an attitude of mutual concern and cooperation in the constant attempt to provide the best possible learning situation for the students. However, complaints, misunderstandings and problems are inevitable. Complaints and/or problems will initially be directed towards the teacher. The teacher

shall attempt to resolve the issue through private conferences and/or discussions. If the problem cannot be settled informally by the teacher, the following provisions will apply:

1. When an administrator receives a complaint directed toward a teacher, he/she shall inform the teacher if the complaint is judged (by the administrator) to be of a serious nature. The teacher, along with the administrator, shall attempt to resolve the problem through informal personal, private discussions and other appropriate means.
2. If the administrator determines the need after a request has been made for a meeting by the complainant or the teacher, a meeting will be arranged at a reasonably convenient time to discuss the problem.
3. Prior to the meeting, the complainant shall be requested to write out the complaint and submit it to the administrator. The teacher shall receive a copy of the complaint as soon as possible before the meeting.
4. After the administrator has completed his/her analysis of information provided by the complainant and the teacher, the administrator shall determine a solution and/or remedy to the situation and communicate back to the complainant and teacher.

## **ARTICLE 31 – REDUCTION IN FORCE**

### **A. Definition of RIF**

A reduction in force (RIF) shall occur when the Board reduces, eliminates, or fails to fill a bargaining unit position.

### **B. Reasons**

A reduction in force may be necessary due to the following:

1. Declining enrollment.
2. Return of regular teacher from leave of absence.
3. Suspension of schools.
4. Territorial changes affecting the District.
5. Financial reasons as reflected in House Bill (HB) 66.

### **C. Procedure**

1. If staff reductions are necessary due to the reasons listed above, the following procedure shall be utilized:
  - a. Position(s) vacated as a result of voluntary resignation, retirement, or death will not be filled unless required by statute or minimum standards.
  - b. Teachers with limited contracts shall be suspended in accordance with seniority within the teaching certification area affected.
  - c. If it becomes necessary to reduce further after limited contracts have been suspended, the teachers with continuing contracts shall be reduced in accordance with seniority within the teaching certification area affected.

2. During the implementation of RIF, no reassignment, transfer, or reclassification shall occur that will cause a more senior teacher to be laid off before a less senior teacher.
3. Displacement rights for those teachers whose contracts are suspended shall be exercised within the respective contract status with no teacher holding a limited contract exercising displacement over a teacher with a continuing contract. Displacement shall be limited to areas of the teacher's certification.
4. All teacher evaluations will be deemed comparable until full implementation of a new evaluation program that complies with HB153-SB316.

D. Notification

1. The Superintendent shall give notice of the intent to recommend the reduction of staff to the Association and the affected teachers at least twenty (20) calendar days prior to such action by the Board.
2. Such notification to the Association shall include:
  - a. The reasons for the RIF;
  - b. A list of the positions to be eliminated;
  - c. A list of teachers affected.
3. Implementation of a RIF shall occur at no time other than the beginning of a work year.

E. Recall Procedures

1. Teachers whose contracts have been suspended shall be recalled on the following basis:
  - a. Teacher having continuing contracts, by seniority.
  - b. Teacher having limited contracts, by seniority.
2. A teacher whose continuing contract is suspended will have the right to restoration of continuing service status if and when a teaching position for which he/she is certified becomes available.
3. Any teacher whose limited contract is suspended shall be placed on a recall list for reemployment for three (3) years, including those whose contracts were suspended during the 2008-2009 school year. If a vacancy occurs in such a teacher's area of certification that is the equivalent of his/her original position, he/she will be offered the vacancy before outside applicants are considered. If a teacher refuses an offered vacancy, his/her name shall be removed from the recall list and the Board's obligation hereunder terminated.
4. The Board has fulfilled its responsibility herein by sending a notice of a vacancy to a teacher by certified mail to the last address left with the Board. Unclaimed, refused or non-deliverable letters or failure to respond within ten (10) days of the mailing of the notice shall constitute refusal of the vacancy.

F. Recall Rights and Responsibilities

1. No new teachers shall be hired in a bargaining unit position until all eligible, properly certificated, laid-off teachers have been offered such position.
2. No transfer, reassignment, or reclassification shall be made during a period of RIF that prevents the recall of a teacher on layoff status.
3. It is the responsibility of the teacher to update any change(s) in certification as any such change(s) occur.
4. Teachers shall be able to maintain their insurance benefits during the time on the recall list provided the teacher pays the full cost of such insurance coverage to the Board's Treasurer, monthly, in advance.

G. Termination of RIF

The RIF shall terminate when no teacher remains on layoff status.

- H. This provision supersedes and replaces *Ohio Revised Code 3319.17*.

### ARTICLE 32 – NONRENEWAL

- A. Prior to any recommendation for nonrenewal the procedure pursuant to Article 32, Evaluation Procedure shall be completed.
- B. The nonrenewal of a teacher's regular limited contract shall be based only upon such reasons that appear in the written record of evaluation maintained in accordance with the evaluation procedure.
- C. Prior to making a recommendation to the Superintendent for the nonrenewal of a teacher's limited contract, the principal shall provide a written notice on the contract recommendation form to the teacher of his/her intent to do so, and shall afford the teacher the opportunity for a conference for the purpose of discussing the reasons. The teacher shall have the right to representation at this conference.
- D. If the Superintendent intends to recommend the nonrenewal of a teacher's regular limited contract to the Board, he/she shall provide a written notice to the teacher by April 1 and prior to his/her formal recommendation to the Board. The teacher shall have the opportunity for a conference with him/her to discuss the reasons prior to the recommendation. The teacher shall have the right to representation.
- E. If the Superintendent still intends to recommend nonrenewal or if the Board intends to nonrenew a teacher's regular limited contract in spite of a contrary recommendation from the Superintendent, it shall notify the teacher of such intention and, on written request, shall afford the teacher an opportunity to be heard before a majority of the Board in executive session prior to taking formal action on his/her contract. The teacher may be accompanied by a representative and submit in writing any material he/she may deem appropriate. The Board shall issue a written decision to the teacher within ten (10) days of the conclusion of the hearing. The Board shall not decline to renew a teacher's limited contract contrary to the recommendations of the Superintendent without apprising the teacher involved of its reasons therefore in executive session, unless the teacher involved fails to request an opportunity to be heard by the Board. The Board shall, in all such cases, exercise its best judgment and good faith according to law.

- F. The above provision shall supersede and replace the procedures established in O.R.C. 3319.11. A dispute regarding a nonrenewal shall be processed through the grievance procedure.

### ARTICLE 33 – SEQUENCING OF CONTRACTS

- A. Limited contracts shall be issued in the following sequence:

First Contract	One Year
Second Contract	One Year
Third Contract	Two Years
All Succeeding Contracts	Two Years

However, at the discretion and recommendation of the Superintendent, a teacher otherwise eligible for a two (2) year contract may be awarded a one (1) year contract on a one-time basis during the teacher's career with the Board.

- B. Qualifications for continuing contracts are determined by *Ohio Revised Code* Sections 3319.08 and 3319.11. However, a teacher eligible for continuing contract at the expiration of his/her limited contract shall notify the building principal at his/her first observation conference that upon the expiration of his/her current limited contract, he/she will be eligible and meet all qualifications for a continuing contract. Failure to notify the principal at the first observation conference may result in the teacher receiving a one-year limited contract. This contract shall not be considered an extended limited contract pursuant to Section C below. Upon completion of the one year limited contract, the Board shall consider the teacher for continuing contract status.
- C. A teacher who has met all qualification and contractual notification requirements for a continuing contract, but has not corrected noted deficiencies documented during the evaluation process, may be notified of these continued deficiencies in writing by the Superintendent, as confirmed by the Board, on or before April 1. In the event a teacher is notified of these noted deficiencies and is further notified that the Board intends to provide an extended limited contract in lieu of a continuing contract, the teacher may be placed on an extended limited contract, not to exceed two (2) years. If the teacher is reemployed at the end of the extended limited contract, he/she shall be given a continuing contract.
- D. It is the intent of the parties that Section B and C above shall supersede and replace the procedural requirements of *Ohio Revised Code*.

### ARTICLE 34 – EVALUATION PROCEDURE

- A. Purpose The purpose of the appraisal program is:
1. To review the teacher's total performance with cooperative planning between the evaluator and the teacher, classroom observation(s), and conferences to provide feedback and recommendation for strengthening and improving a teacher's teaching performance and;
  2. To provide documentation to serve as the basis for decisions regarding a teacher's contract status.

B. General Provisions

1. At the start of the school year, the building principal shall notify those teachers in his/her building who will be observed and evaluated during the school year. In buildings where there is an assistant principal, a teacher shall be informed as to which principal will be evaluating him/her.

In the event a different District administrator is assigned to evaluate the teacher, the teacher shall be provided prior written notice. In addition, the principal shall provide information to the teachers regarding the evaluation process including the desirable outcomes and the scope of the teacher's role.

2. All formal required observations shall be for a minimum of thirty (30) continuous minutes.
3. Observations need not pertain only to the teacher's classroom performance, but may also be made regarding teacher effectiveness in his/her duties outside of the classroom.
4. The number of observations specified in Sections C and D below shall not preclude a principal from conducting periodic informal observations of less than thirty (30) minutes.

If the principal notes something during an informal observation or a substantiated incident, which he/she believes must be addressed in a teacher's performance, he/she will provide the teacher with written notification. This notification will serve as a notice to the teacher that a specific incident was observed and that the situation will be addressed in subsequent formal observations.

If a written notice is not provided regarding an incident observed during an informal observation or a substantial incident, said issue cannot be raised and/or expected to be corrected in formal observations/evaluations.

5. The building principal and/or teacher may request that another administrator conduct an observation(s). Any such observation(s) shall be followed by a conference between the teacher and the administrator at which time the administrator will provide the teacher with written feedback.

Such observation conducted by another administrator will count towards, and not be in addition to, the number of observations specified in Sections C and D below.

C. Evaluation Procedure – Teachers on Limited Contracts

1. A teacher holding a limited contract shall be observed and evaluated by the building principal during the year that his/her contract expires as follows:
  - a. A maximum of three (3) observations shall occur during the school year.
  - b. One observation shall be conducted in the first semester. One observation shall be conducted in the second semester. One observation shall be conducted at a time determined by the principal.

- c. During the teacher's first and second year of employment with the Board, the teacher shall be advised of the date and time of the first observation.
- d. The last observation must be completed by April 1.
- e. Within ten (10) actual working days after each observation, a conference shall be held between the building principal and the teacher.
- f. The teacher shall receive a completed copy of the observation/evaluation report form at each conference. One exception to this is when the principal and teacher agree that adjustments/clarifications of the form are necessary. In such instances, the teacher shall receive the completed form within five (5) actual workdays after the conference.
- g. If a specific area of performance needs attention, the principal must identify the area and provide written assistance and an opportunity to improve and correct the deficiency.
- h. During the first observation conference of the school year, the teacher shall inform the principal if he/she will be initially eligible for a continuing contract during or at the end of the current school year. Such notification shall be documented on the observation/evaluation form. Failure to properly notify the principal at this time may result in the teacher being awarded a one year limited contract which shall not be considered an extended limited contract pursuant to the requirements of *Ohio Revised Code* 3319.11. Upon completion of the one (1) year limited contract, the Board shall consider the teacher for continuing contact status.

D. Evaluation Procedure – Teachers on Continuing Contracts:

- 1. Teachers who are employed under a continuing contract with the Board shall be formally observed/evaluated once every three (3) years. If there is a written deficiency observed during a formal or informal observation (in accordance to Section B.4. above) or upon the request of the teacher, a teacher may be formally observed and evaluated in accordance to the evaluation procedure more than once every three (3) years.
- 2. Continuing contract teachers shall be observed and evaluated by the building principal as follows:
  - a. One observation shall be conducted by May 15 of the school year in which the teacher is being evaluated.
  - b. The teacher shall receive a completed copy of the observation/evaluation report for within ten (10) actual workdays after the observation.
  - c. Upon the request of the teacher or the principal, a conference shall be held to discuss the observation/evaluation.
  - d. The principal and teacher may agree that adjustments/clarification of the observation/evaluation form are necessary. In such instances, the teacher shall receive the completed form within five (5) actual workdays after the conference.

- e. If a specific area of performance needs attention, the principal must identify the area and provide written assistance and an opportunity to improve and correct deficiencies.

E. Evaluation Forms

The evaluation document found in Appendix A shall be the only evaluation form to be placed in the teacher's file and shall be the only official form. Other forms may be used in the evaluation procedure and given to the teacher at each observation conference. Said forms shall not, however, be part of the official appraisal file.

In the event that the Board decides to revise any of the above forms, a committee comprised of representatives from the Board and the Association shall be formed. Each party shall appoint its own representatives. Such committee shall review and form and recommend any necessary changes. Such changes shall be submitted to the Board and association for ratification prior to implementation.

- F. This evaluation process and the evaluation time lines specified in this Article shall supersede and replace the procedures set forth in 3319.111 of the *Ohio Revised Code*.

**ARTICLE 35 – LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE**

The Little Miami Board of Education in cooperation with the Little Miami Teachers Association has developed a Local Professional Development Committee as required by *Ohio Revised Code* 3319.22.

The composition of this District-wide committee shall be as follows:

Three (3) certificated teachers selected by the Association, and two (2) administrators, selected by the Superintendent.

In the case of a vacancy created on the committee, the Association shall select a certificated teacher to fill a certificated teacher's position and the Superintendent shall select an administrator to fill the position vacated by an administrator.

Initially the length of term for the committee members shall be staggered with three (3) members serving three (3) consecutive years (one (1) administrator and two (2) teachers) and two (2) members serving two (2) consecutive years (one (1) administrator and one (1) teacher as determined by the committee. Thereafter the length of term for each committee member shall be three (3) consecutive years.

Members of the committee shall be paid the following stipends for performing his/her responsibilities:

- Chairperson \$1,500
- Member: \$1,000

**ARTICLE 36 – MEDICATION**

With the exception of the nurse, teachers shall not be required to administer any medication or provide any medical procedures such as catheterization or injection. Exceptions to administering medication may occur due to an emergency or a field trip. When involving a field

trip, the Board shall require the parent to furnish a waiver of liability for the teacher to provide specific instructions regarding medication administration.

### ARTICLE 37 – PROGRESSIVE DISCIPLINE

- A. The Superintendent may issue a verbal reprimand, written reprimand or a suspension without pay for infraction of Board policies and procedures or professional misconduct.
- B. Before a teacher receives any form of discipline the following process shall occur:
  - 1. Arrangements shall be made for a pre-disciplinary conference. The teacher shall be notified of the purpose of the conference and the right to bring a representative of his/her choice to the conference. The circumstances shall be explored with the teacher allowing for time to respond and provide explanation of the incident.
  - 2. Following the conference the Superintendent may issue a verbal or written reprimand which shall state the reason for the discipline. The teacher shall have the right to attach his/her rebuttal to the reprimand.
  - 3. In situations of serious misconduct or repeated failure to adhere to Board policy and procedures and/or administrative directives, the Superintendent may issue a suspension without pay for up to five (5) days, following the conference held in accordance with 1 above.
- C. The conference shall precede any discipline as stated above except in circumstances where immediate removal from duties may be necessary. In such cases, the teacher shall be placed on a paid administrative leave until such time that a conference can be held and appropriate discipline determined.
- D. Upon the recommendation of the Superintendent, the Board may suspend a teacher without pay for a period exceeding five (5) days but not more than ten (10) days.
- E. A teacher may challenge suspensions through the grievance procedure.
- F. This procedure is intended for disciplinary purposes only and shall not apply to termination of a teacher's contract. Termination shall proceed in accordance with *Ohio Revised Code*.

### ARTICLE 38 – HIRING RETIREES

If the Board elects to employ a teacher who has retired and is receiving benefits through the State Teachers Retirement System (STRS), including a teacher previously employed by the Board, the following provisions shall apply:

- A. For initial placement a teacher shall be placed on no less than Step Five (5) and no more than Step Ten (10) on the salary schedule for his/her teaching experience as recommended by the Superintendent and approved by the Board. The Board and the teacher shall not be subject to Chapter 3317 of the *Ohio Revised Code* with regard to salary placement.

Upon re-employment, the teacher shall be granted credit for each year of teaching with the Board as a retired teacher provided he/she worked a minimum of 120 days.

- B. The Board may elect to provide health insurance coverage in accordance to Article 42 or require the teacher to secure his/her health insurance coverage with STRS. However, the Board shall reimburse the teacher for any premium cost of the STRS health insurance coverage that exceeds the cost the teacher would pay should he/she have coverage under the Board's plan / Article 42.
- C. The Board shall provide life, dental and vision insurance in accordance with Article 42.
- D. The teacher employed shall not be entitled to receive severance pay.
- E. The teacher is entitled to accumulate and use sick leave in accordance with Article 8.
- F. The teacher shall be hired under limited contracts only which shall automatically expire at the end of its terms and shall not be subject to the nonrenewal requirements specified in Article 30.
- G. Unless specifically limited by this Article, all other terms and conditions of this contract shall be in full force and effect for the teacher.
- H. This provision is intended to supersede and replace applicable provisions of the *Ohio Revised Code*.

#### **ARTICLE 39 – PILOT PROGRAM FOR AIDES**

A pilot program shall continue for aides at the elementary buildings shall be implemented for the duration of the negotiated agreement and will be enforceable through the grievance procedure. Unless specifically agreed to in writing by the Board and the Association, said pilot program shall automatically terminate on June 30, 2009, at the expiration of this agreement. Subsequent negotiations will determine whether or not language regarding the employment/assignment of aides should be incorporated in the contract.

Aides shall be added for the start of the 2000-01 school year and will be in addition to the number of aides that are currently employed by the District.

Building assignments for full-time education aides (7.5 hours a day) shall be as follows:

One aide: Morrow  
One aide: Maineville  
One aide: Butlerville

The aides shall have the primary responsibilities to relieve teachers from and perform bus duty, cafeteria duty, recess duty and breakfast duty. Time within the 7.5 hour workday in which the aides are not performing the above duties shall be spent assisting teachers. Aides will not be assigned to perform office responsibilities, assist/cover in the building's office, or be assigned as a permanent aide to a specific student.

## **ARTICLE 40 – TRANSPORTATION REIMBURSEMENT**

Teachers required to travel from building to building or other assigned travel shall be reimbursed at the rate established by the IRS. The IRS rate published in the current year 1040 IRS form shall be effective at the beginning of the school year.

## **ARTICLE 41 – TUITION REIMBURSEMENT**

- A. An annual fixed budget of \$60,000 each school year of this Contract shall be available for reimbursement for tuition costs incurred by teachers for courses completed at an accredited university or college. Any monies not expended in accordance to the provisions established below shall be transferred and added to the following year's budget.
- B. The work taken must be in one of the following:
- The teacher's field of certification/license;
  - In work to maintain/upgrade certification/license;
  - In the field of education or technology;
  - In work approved by the Local Professional Development Committee;
  - In work approved in advance by the Superintendent.
- C. The amount of reimbursement shall be prorated and determined by the number of teachers participating and the amount of coursework completed during the time period of July 1 through June 30 of each year. There shall be no maximum reimbursement a teacher can receive for the actual cost of semester or quarter hours completed.
- D. Payment shall be issued by September 30th. An official receipt from the college, and cancelled check, must be filed with form in Appendix B prior to reimbursement. This reimbursement is available to teachers who have completed two (2) or more years of teaching experience at Little Miami before taking the courses being submitted. Teacher must be employed by the Board at the time reimbursement is paid.
- E. In order to be eligible to receive reimbursement a teacher must earn a grade of B or better; or receive a passing grade in a pass/fail course.

## **ARTICLE 42 – SEVERANCE PAY**

- A. Upon retirement from teaching and receipt of confirmation by STRS, each teacher shall have their first ten (10) days of accumulated sick leave converted to severance pay. Additionally 25% of a teacher's accumulated sick leave, from day eleven (11) on, shall be converted to severance pay to a maximum of sixty-six (66) days total.
- B. Upon death of any teacher, the teacher's estate shall be paid 25% of the teacher's accumulated sick leave to a maximum of sixty-six (66) days.
- C. All days shall be paid at the teacher's daily rate of pay.
- D. Severance pay shall be issued to the teacher during the month of January following the year of retirement.

## ARTICLE 43 – LIFE INSURANCE

### All Teachers

The Board shall provide each teacher with a \$50,000 life insurance policy that can be purchased by the teacher when the teacher retires from the Board.

## ARTICLE 44 – VISION, HEALTH AND DENTAL INSURANCE

### A. All Full-Time Teachers

#### Vision

Teachers shall have the option of participating in a vision service plan offered by the EPC with the Board paying sixty percent (60%) of the premium for single or family coverage.

#### Health

1. The Board shall provide the OHIO High Deductible Health Plan (HDHP) as described herein:
  - a. The Board shall pay 90% of the monthly premium for single and family coverage.
  - b. For each calendar year beginning under the term of this Contract the Board will contribute to each employee's HSA \$1,000 per employee.
  - c. The HDHP provided by the Board will be an Embedded Deductible Plan.

#### Dental

The Board shall provide a dental insurance plan equivalent to the CoreSource and shall pay 95% of the premium for all full-time teachers, with the orthodontic lifetime maximum of \$2,500.

### B. Teacher Employed Prior to July 1, 1989

All teachers employed prior to July 1, 1989, who are employed to teach less than 7.5 hours a day shall receive the same level of hospitalization/major medical, dental and vision insurance as teachers teaching 7.5 hours a day hired after July 1, 1989.

### C. Part-Time Teachers

For new teachers employed to teach less than 7.5 hours a day after July 1, 1989, the Board shall pay a pro-rated amount of dental, vision and hospitalization/major medical or Choice Care premiums (based on the number of hours worked) for either a single or family plan to a minimum of 50% of the Board's cost. The Board's contribution to a part-time teacher's HSA will be prorated quarterly based upon an employee's percentage of actual time worked.

### D. Insurance Carrier

The above section shall not preclude the Board from seeking coverage from other carriers or from instituting a self-funded program in any of the insurance so long as the insurance coverage is the same as in effect. The Association shall be notified in advance when a change in a carrier is anticipated.

- E. The teacher's share of the monthly premium cost shall be processed through a Section 125A-IRC plan. In addition, teachers shall have the opportunity to participate in the dependent care plan and medical reimbursement plan provided under Section 125 Flexible Benefit Plan.

#### **ARTICLE 45 – PAY PERIODS**

- A. The Board shall issue the payroll to all teachers in twenty-six (26) payments every other Friday. Exception to the twenty-six payments shall be when the calendar dictates twenty-seven (27) payments in order for the teachers to be paid every other Friday. In such cases, the teachers and the Association shall be informed before the start of the school year in which the twenty-seven (27) payments will be received.
- B. A teacher may opt for direct deposit of his/her paycheck to a single account to any financial institution with electronic transfer. Teachers hired after August 15, 2003, shall be required to enroll in the direct deposit payroll program.

## ARTICLE 46 – SALARY SCHEDULES

A. Board will provide a one-time stipend payment for the 2012-2013 school year of \$2,000.00 to any teacher not receiving a step increase on the salary schedule. Payment will be made with the first pay of the 2012-2013 school year.

B. All teachers with an effective hire date with Little Miami Local School District prior to July 1, 2007, shall be compensated in accordance with the base salary schedule set forth item E of this section.

All teachers with an effective hire date with Little Miami Local School District on or after July 1, 2007, shall be compensated in accordance with the amended salary schedule set forth in item F of this section.

C. MA+20 Column (Hours)

1. Hours after the Master's Degree must be graduate semester hours (quarter hours will be prorated accordingly).

2. All hours must be in the teacher's area of certification or in the field of education.

3. Hours may be taken outside the teacher's area of certification or field of education if prior written approval is granted by the Superintendent.

D. Qualifying Hours

1. All graduate hours qualifying for placement on the MA+20 column must be taken after the teacher has obtained his/her Master's degree.

2. If a teacher's transcript(s) does not reflect a course as graduate hours, documentation from the college will be required to certify that the course is graduate level.

3. A need for review of the transcript and/or documentation will be conducted by the teacher, Superintendent and President of the Association or his/her designee.

E. All teachers are to have official copies of their complete transcripts and teacher certificate(s) on file in the Superintendent's office. Said transcripts shall be sent directly from the university or college to the Treasurer's office.

A teacher who has accumulated enough hours to move to a new horizontal step at the start of a school year must file evidence of the completion of the additional training to the Superintendent's office by September 15. A teacher who has accumulated enough hours to move to a new horizontal step by January 15 must file evidence of the completion of the additional training to the Superintendent's office by such date. The teacher shall be placed on the appropriate step effective with the first payroll period after January 15.

F. Base Salary Schedule

**LITTLE MIAMI TEACHERS**

**SALARY SCHEDULE 2012-2013**

0% to Base with Steps and \$2,000.00 to any Teacher not Receiving a Step Increase

<u>STEP</u>	<u>BA</u>	<u>150 HRS.</u>	<u>MAST</u>	<u>MAST+20</u>
	(0.0400)	(0.0450)	(0.0550)	(0.0625)
0	36,694	38,345	40,547	42,015
	1.0000	1.0450	1.1050	1.1450
1	38,162	39,996	42,565	44,308
	1.0400	1.0900	1.1600	1.2075
2	39,630	41,648	44,583	46,601
	1.0800	1.1350	1.2150	1.2700
3	41,097	43,299	46,601	48,895
	1.1200	1.1800	1.2700	1.3325
4	42,565	44,950	48,620	51,188
	1.1600	1.2250	1.3250	1.3950
5	44,033	46,601	50,638	53,482
	1.2000	1.2700	1.3800	1.4575
6	45,501	48,253	52,656	55,775
	1.2400	1.3150	1.4350	1.5200
7	46,968	49,904	54,674	58,068
	1.2800	1.3600	1.4900	1.5825
8	48,436	51,555	56,692	60,362
	1.3200	1.4050	1.5450	1.6450
9	49,904	53,206	58,710	62,655
	1.3600	1.4500	1.6000	1.7075
10	51,372	54,858	60,729	64,948
	1.4000	1.4950	1.6550	1.7700
11	52,839	56,509	62,747	67,242
	1.4400	1.5400	1.7100	1.8325
12	54,307	58,160	64,765	69,535
	1.4800	1.5850	1.7650	1.8950
15	55,775	59,811	66,783	71,829
	1.5200	1.6300	1.8200	1.9575
18	57,243	61,462	68,801	74,122
	1.5600	1.6750	1.8750	2.0200
20	58,710	63,114	70,819	76,415
	1.6000	1.7200	1.9300	2.0825
25	60,178	64,765	72,838	78,709
	1.6400	1.7650	1.9850	2.1450

\*This Salary Schedule applies to teachers with an effective hire date prior to July 1, 2007

**LITTLE MIAMI LOCAL SCHOOLS  
 Amended Teacher Salary Schedule 2012-2013**

<u>Service</u> <u>Year</u>	<u>Educator</u>	<u>Qualified</u> <u>Educator</u>	<u>Master</u> <u>Educator</u>
30	---	72,838	78,709
29	---	71,454	77,214
28	---	70,096	75,746
27	---	68,765	74,307
26	---	67,458	72,895
25	---	66,176	71,510
24	---	64,919	70,152
23	---	63,686	68,819
22	---	62,476	67,511
21	---	61,289	66,229
20	---	60,124	64,970
19	---	58,982	63,736
18	---	57,861	62,525
17	---	56,762	61,337
16	---	55,683	60,171
15	---	54,625	59,028
14	---	53,587	57,907
13	---	52,569	56,806
12	48,992	51,570	55,727
11	48,061	50,591	54,668
10	47,148	49,629	53,630
9	46,252	48,686	52,611
8	45,373	47,761	51,611
7	44,511	46,854	50,630
6	43,665	45,964	49,668
5	42,836	45,090	48,725
4	42,022	44,234	47,799
3	41,223	43,393	46,891
2	40,440	42,569	46,000
1	39,672	41,760	45,126

**\*This salary schedule applies to teachers with an effective hire date after July 1, 2007**

## ARTICLE 47 – SUPPLEMENTAL CONTRACTS/CLASSIFICATIONS

- A. All supplemental contracts shall be one year contracts which shall automatically expire on June 30 of each year. Vacant positions shall be posted in accordance with the posting requirements of Article 21. Any teacher employed by the Board, meeting the minimum qualifications for the position, who applies for a vacant supplemental position, shall be granted an interview and shall be considered for the vacancy.
- B. A teacher shall receive the written supplemental contract prior to the start of the activity/season.
- C. The attached supplemental evaluation document Appendix C for athletic positions shall be utilized when the Athletic Director observes and evaluates the coach.
- D. Payment for supplemental contracts shall be issued in two (2) payments. The first payment shall be in the middle of the semester with the second payment at the end of the semester. The first payment for year round assignments shall be paid the second week in January with the second payment the second week in June.
- E. The Board may add positions to the supplemental classifications at any time during the term of this agreement. The Association will be consulted with regard to the placement of the positions on the schedule.
- F. For placement on the salary schedule, experience in a sport shall be counted equally toward total years of experience, provided such experience is within the same coaching field.
- G. A teacher participating in any overnight trip/field trip shall be provided one (1) compensatory day for every two (2) nights. Scheduling of this day shall be approved with the building principal. Said day shall not count against perfect attendance.
- H. If a supplemental position is cancelled due to insufficient participation or financial hardship, the action to cancel must be taken by the end of the fourth (4<sup>th</sup>) week of the scheduled activity. The teacher will be paid a pro-rated portion of the supplemental contract for the time worked prior to the cancellation.

I. Supplemental Index

The annual salary for each supplemental classification is determined by multiplying the appropriate index factor by the salary on the Base BA, Schedule E, Step 5 in effect for the school year.

J. Extended Time

- 1. Head football includes summer practice.
- 2. Band director includes 205 days – additional 20 days to be determined by building principals and band director.
- 3. Assistant athletic director includes 190 days – additional 5 days to be determined by building principal, athletic director and assistant athletic director.
- 4. Assistant football coaches – includes summer practice.

5. Assistant band director includes 195 days – additional 10 days to be determined by building principal, band director and assistant band director.

K. Supplemental Review

Representatives of the Association and the Board shall meet to discuss revisions of the supplemental salary schedule by April 15, 2007 for the 2008-09 school year.

**SUPPLEMENTAL CONTRACT CLASSIFICATIONS  
 2012-2014**

<p><b>.920</b> 1. Band Director          Football, HS          Athletic Trainer          Athletic Director, JH</p>	<p><b>.418</b> 8. Baseball, Varsity Assistant – Boys  <i>(Continued)</i> Softball, Varsity Assistant – Girls          Swimming, Varsity Assistant          (when 20 or more participants)</p>
<p><b>.835</b> 2. Basketball</p>	
<p><b>.710</b> 3. Site Manager          Pre-professional Internship Facilitator          Wrestling Varsity</p>	<p><b>.382</b> 9. Golf – Boys          Golf – Girls          Junior Class Head          Operetta, Intermediate (one salary          Divided among all advisers)          Tennis          7/8 Choir/Ensemble          Band Director – JH          Wrestling, Reserve          Cheerleader Advisor, 7<sup>th</sup> Grade          Cheerleader Advisor, 8<sup>th</sup> Grade          Cheerleader Advisor – Freshman          Cheerleader Advisor – Reserve</p>
<p><b>.682</b> 4. Band Director, Assistant          Substitute Teacher Scheduler</p>	
<p><b>.632</b> 5. Football, Assistant Varsity (6)          Stage Manager</p>	
<p><b>.527</b> 6. Swimming, H.S., Boys/Girls          Baseball          Basketball, Reserve          Cross Country          Drama          Basketball – Varsity Assistant – Boys          Basketball – Varsity Assistant – Girls          Radio Workshop          Soccer          Softball          Track          Volleyball, High School Boys/Girls          Television Coordinator          Wrestling, Assistant Varsity</p>	<p><b>.336</b> 10. Bowling, HS, Boys/Girls          Boys Bowling          Baseball, Reserve          Cheerleader Advisor (High School /          Football)          Cheerleader Advisor (High School /          Basketball)          Fitness Weight Trainer          Football, Assistant JH (4)          Soccer, JV Boys/Girls (1 each)          Softball, Assistant          Student Government          Tennis, Reserve Boys          Tennis, Reserve Girls          Track, Assistant HS Varsity Boys          Track, Assistant HS Varsity Girls          Track, Junior High          Volleyball, Reserve          Academic Team</p>
<p><b>.454</b> 7. Choral Director, HS          Basketball, Freshman, Boys/Girls          Football, Freshman (3)</p>	
<p><b>.418</b> 8. Soccer, Varsity Boys/Girls          Basketball, Freshman Girls          Basketball, 8<sup>th</sup> Grade Boys/Girls          Basketball, 7<sup>th</sup> Grade          Basketball, Boys "B" (2)          Basketball, Girls "B" (1)          Football, JH (2)          Wrestling, 8<sup>th</sup> Grade          Wrestling, 7<sup>th</sup> Grade</p>	<p><i>(continued on next page)</i></p>

**SUPPLEMENTAL CLASSIFICATIONS  
PAGE TWO**

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|---|--|
| <p><b>.264 11.</b> Soccer, Freshman, Boys/Girls<br/>Baseball, Freshman<br/>Volleyball, Freshman<br/>Cross Country, Junior High<br/>Golf, Reserve, Boys/Girls<br/>Track, Assistant JH<br/>Volleyball, 7<sup>th</sup> Grade<br/>Volleyball, 8<sup>th</sup> Grade<br/>Yearbook, High School<br/>Senior Class<br/>Power of the Pen<br/>Intermediate Choir<br/>School Instrumental<br/>Media Coordinator</p> <p><b>.227 12.</b> Percussion Instructor<br/>National Honor Society, High School<br/>Science Olympiad<br/>Student Council, JH<br/>Yearbook, Junior High<br/>Yearbook, Elementary<br/>Yearbook, Intermediate<br/>Academic Team Assistant</p> | <p><b>.155 13.</b> Department Chairs<br/>Freshman Class<br/>National Honor Society, Junior High<br/>Sophomore Class<br/>Yearbook, Junior High<br/>Department Chair – Special Ed<br/>Art/Music/PE Dept. Chair (Gr. 1-4)</p> <p><b>.0775 14.</b> Building Career Advisor<br/>French Club<br/>Literary Advisor<br/>Spanish Club<br/>Student Council – Intermediate<br/>Art Club<br/>FCCLA Advisor<br/>Team Council Advisor – JH<br/>Tapestry Magazine Coordinator<br/>JRH Academic<br/>Intramural Coach<br/>Freshman Academic</p> |
|---|--|

When fifty (50) or more students participate in Junior High Football at any grade level, another assistant coach will be added to the program.

The elementary department chair position (grades 1-4) for Physical Education, Art and Music, may be shared by more than one teacher, to a maximum of three (3) teachers, so that concentration may be focused on each specific department area. Where such occurs, the dollar amount for one supplemental contract shall be shared between/among the teachers.

Home Economics, Industrial Technology and Industrial Arts shall be combined to form one department for the purposes of providing one department head. The department head position shall be rotated among the teachers in each curriculum area on an annual basis.



Association Team Member

Board Team Member

**APPENDIX A**

**LITTLE MIAMI LOCAL SCHOOL DISTRICT  
OBSERVATION / EVALUATION FORM**

Name \_\_\_\_\_ Current Assignment \_\_\_\_\_ Building \_\_\_\_\_

Date the teacher was formally observed \_\_\_\_\_  
Time Observation Began: \_\_\_\_\_ Time Observation Ended: \_\_\_\_\_

\*\*\*\*\*

FOR LIMITED CONTRACT TEACHERS (completed at first observation conference)  
Yes  Is teacher initially eligible for continuing contract during or end of school year?  
No

\_\_\_\_\_  
Teacher's Initials

**FAILURE TO INFORM THE EVALUATOR THAT YOU ARE ELIGIBLE FOR A CONTINUING  
CONTRACT AT THE END OF THE CURRENT SCHOOL YEAR MAY RESULT IN YOUR  
RECEIPT OF A ONE YEAR CONTRACT PURSUANT TO ARTICLE 33 OF THE  
NEGOTIATED AGREEMENT.**

\*\*\*\*\*

Situation Observed:

Assessment of Classroom Performance:

Assessment of Assigned Professional Responsibilities Outside Classroom:

Suggestions and Recommendations in Areas Needing Attention:

\_\_\_\_\_  
We have reviewed and discussed this summary.

\_\_\_\_\_  
Principal's Signature Date Teacher's Signature Date

- Indicates only that I have read this report, not that I agree with its content.  
Teacher has the right to attach a written response.
- C: Superintendent, Teacher, Principal

**APPENDIX B**

**LITTLE MIAMI LOCAL SCHOOL DISTRICT  
 TUITION REIMBURSEMENT APPROVAL FORM**

Teacher's Name \_\_\_\_\_ Building \_\_\_\_\_ Date \_\_\_\_\_

- A. An annual fixed budget of \$60,000 each school year of this Contract shall be available for reimbursement for tuition costs incurred by teachers for courses completed at an accredited university or college. Any monies not expended in accordance to the provisions established below shall be transferred and added to the following year's budget.
- B. The work taken must be in one of the following:
  - The teacher's field of certification/license;
  - In work to maintain/upgrade certification/license;
  - In the field of education or technology;
  - In work approved by the Local Professional Development Committee;
  - In work approved in advance by the Superintendent.
- C. The amount of reimbursement shall be prorated and determined by the number of teachers participating and the amount of coursework completed during the time period of July 1 through June 30 of each year. There shall be no maximum reimbursement a teacher can receive for the actual cost of the number of semester or quarter hours completed.
- D. This reimbursement is available to teachers who have completed two (2) or more years of teaching experience at Little Miami before taking the courses being submitted. Teacher must be employed by the Board at the time reimbursement is paid.
- E. Directions:
  1. All reimbursement requests must be submitted by August 30<sup>th</sup> of each year for all coursework taken in the prior July 1 through June 30 time period.
  2. In order to be eligible to receive reimbursement a teacher must earn a grade of B or better; or receive a passing grade in a pass/fail course.
  3. An official college transcript and an official receipt from the college or a cancelled check must be submitted.
  4. Reimbursement shall be distributed by September 30<sup>th</sup> of each year.

Attach all required documents to this form and submit to the Treasurer's office.

**Coursework Notification / Approval**

NAME OF COURSE	# OF HOURS	CHECK ONE		CATEGORY a,b,c,d,e (See below)	TOTAL COST
		Sem	QTR		

- A. For certification purposes
- B. In the field of education
- C. In Technology
- D. Approved by LPDC
- E. In other work approved by Superintendent

Superintendent's signature \_\_\_\_\_ Date \_\_\_\_\_  
 Indicates acceptance of coursework for tuition reimbursement pool or approval of other coursework not addressed in A-D.  
 Copy returned to teacher.



**APPENDIX C**

**LITTLE MIAMI ADVISOR /  
COACH EVALUATION FORM**

Code: O – Outstanding / E – Effective / S – Satisfactory / NI – Needs Improvement / U – Unsatisfactory / NA – Nonapplicable

**1. ADMINISTRATION**

**COMMENTS**

- A. CARE OF EQUIPMENT (ISSUE, INVENTORY, CLEANING, ETC.)
- B. ORGANIZATION OF STAFF
- C. ORGANIZATION OF PRACTICES
- D. COMMUNICATION WITH COACHES
- E. ADHERE TO DISTRICT AND SCHOOLS PHILOSOPHY AND  
POLICY (ELIGIBILITY REPORTS, INVENTORIES, BUDGET,  
SCORES REPORTED, ETC.)
- F. PUBLIC RELATIONS
- G. SUPERVISION

**2. SKILL**

**COMMENTS**

- A. KNOWLEDGE OF FUNDAMENTALS
- B. PRESENTATION OF FUNDAMENTALS
- C. CONDITIONING
- D. GAME PREPARATION
- E. PREVENTION AND CARE OF INJURIES  
(FOLLOW-UP WITH PARENTS)

**3. RELATIONSHIPS**

**COMMENTS**

- A. ENTHUSIASM
  - . FOR WORKING STUDENTS
  - . FOR WORKING WITH STAFF  
(SUPPORT TO OTHER PROGRAMS)
  - . FOR WORKING WITH ACADEMIC STAFF

ANY AREA MARKED NI OR U MUST INCLUDE COMMENTS WITH SUGGESTIONS FOR IMPROVEMENT. ALL EVALUATIONS SHALL BE BASED UPON AT LEAST ONE OBSERVATION OF A PRACTICE/GAME/ACTIVITY AND WILL BE PRESENTED TO THE COACH/ADVISOR AT THE END OF THE SEASON.

**4. DISCIPLINE**

**COMMENTS**

- A. FIRM BUT FAIR
- B. CONSISTENT

**5. COMMUNICATION WITH PLAYERS**

**COMMENTS**

- A. INDIVIDUAL
- B. AS A TEAM

**6. PERFORMANCE**

**COMMENTS**

- A. APPEARANCE OF TEAM ON FIELD OR FLOOR
- B. ATTITUDE OF TEAM ON FIELD OR FLOOR
- C. EXECUTION OF TEAM ON FIELD OR FLOOR
- D. CONDUCT OF COACH DURING GAME

**7. TRAINING AND EXPERIENCE**

**COMMENTS**

- A. KNOWLEDGE OF SPORT/ACTIVITY
- B. EDUCATION FOR INJURY TREATMENT OR PREVENTION  
(CURRENT FIRST AID CERTIFICATION)
- C. COACHING/SPONSORING EXPERIENCE
- D. PROFESSIONAL GROWTH

**SUCCESSSES OF PAST YEAR:**

**SUGGESTED GROWTH AREAS FOR NEXT YEAR:**

**SIGNATURE OF ADVISOR/COACH** \_\_\_\_\_

**SIGNATURE OF PRINCIPAL** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**LITTLE MIAMI LOCAL SCHOOLS**

**ADVISOR/COACH RECOMMENDATION**

\_\_\_\_\_  
Advisor/Coach

\_\_\_\_\_  
Activity/Sport

\_\_\_\_\_  
Area of concern as defined on the Advisor/Coach evaluation document

**Identify Goal to address area of concern:**

**Goal shall be implemented and measured in the following way:**

This form is used for an advisor/coach who receives a NI or U on the evaluation document or for other identified area of concern.

**APPENDIX D**

**LITTLE MIAMI LOCAL SCHOOL DISTRICT  
STEP TWO GRIEVANCE**

DATE SUBMITTED: \_\_\_\_\_

NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

SCHOOL: \_\_\_\_\_

PRINCIPAL: \_\_\_\_\_

Briefly state the problem, indicating the date grievance occurred and provisions of the agreement allegedly violated: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Remedy Sought: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNATURE: \_\_\_\_\_

Did you discuss this problem with your Principal/Supervisor prior to filing this grievance? \_\_\_\_\_

If so, please give date \_\_\_\_\_, and name of person you discussed it with \_\_\_\_\_

DATE OF STEP TWO HEARING: \_\_\_\_\_  
(Conducted within 10 days after receipt of filing)

\*\*\*\*\*  
STEP TWO RESPONSE (within 10 days of meeting with teacher):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

Copies to: Teacher, Association, Superintendent

**LITTLE MIAMI LOCAL SCHOOL DISTRICT**

**STEP THREE GRIEVANCE**

(Appealed within 10 days from receipt of Step Two Response)

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

This disposition of this grievance at Step Two has not been satisfactory. I find it necessary to appeal this grievance to Step Three for the following reasons:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNED: \_\_\_\_\_

DATE OF HEARING: \_\_\_\_\_  
(Conducted within 10 days after receipt of appeal)

\*\*\*\*\*

STEP THREE RESPONSE (within 10 days of meeting with teacher):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

SIGNED: \_\_\_\_\_

Copies to: Teacher, Association, Superintendent

**LITTLE MIAMI LOCAL SCHOOL DISTRICT**

**STEP FOUR GRIEVANCE**

(Appealed within 10 days from receipt of Step Three Response)

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

The disposition of this grievance at Step Three has not been satisfactory. I find it necessary to appeal with grievance to Step Four (arbitration) for the following reasons:

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SIGNED: \_\_\_\_\_

Copies to: Association, Principal, Superintendent, Board President