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AGREEMENT BETWEEN

THE

**TEACHERS ASSOCIATION OF
LUCAS COUNTY SCHOOLS**

AND THE

**EDUCATIONAL SERVICE
CENTER OF LAKE ERIE WEST
GOVERNING BOARD**

EFFECTIVE AUGUST 16, 2014 – AUGUST 15, 2017



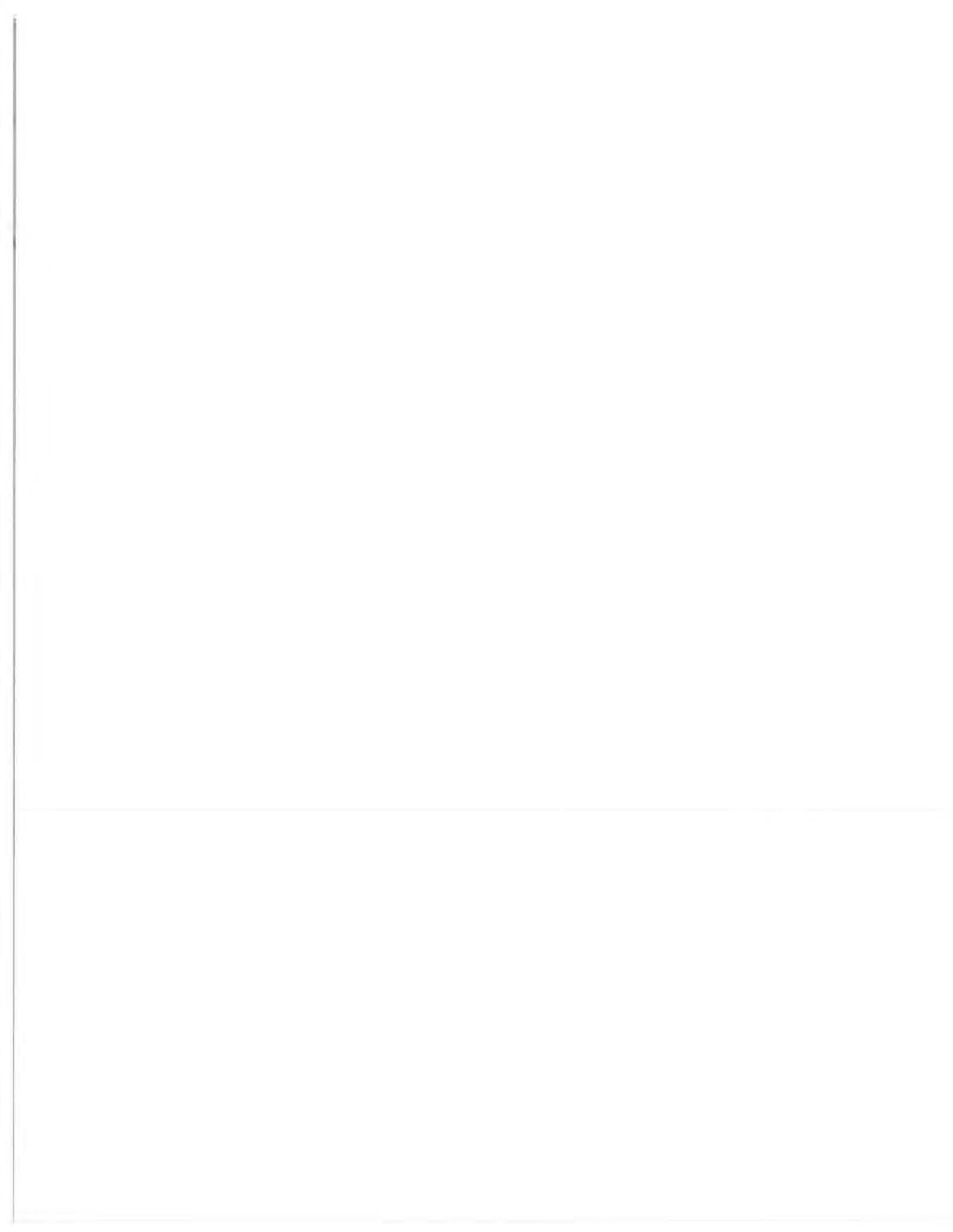


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AGREEMENT BETWEEN THE
TEACHERS ASSOCIATION OF LUCAS COUNTY SCHOOLS
AND THE
EDUCATIONAL SERVICE CENTER OF LAKE ERIE WEST GOVERNING BOARD

Article 1 – Recognition

- A. The Board of Education of the Educational Service Center of Lake Erie West, hereinafter "Board," hereby recognizes the Teachers Association of Lucas County Schools, an OEA/NEA affiliate, hereinafter "Association," as the sole and exclusive representative for the purposes of Collective Bargaining as defined in Chapter 4117 of the Ohio Revised Code.
- B. The bargaining unit shall include all full time and regular part-time professional employees, including tutors, and supplemental services teacher consultants currently employed or to be employed in current job classifications, but excluding Superintendent, Assistant Superintendents, Treasurer, Directors of Curriculum, Coordinators, Consultants, Supervisors, JROTC Personnel, Administrative Assistants, Administrative/Legislative Services, Auxiliary Services Personnel, Interns, persons working under supplemental contract, non-professional employees, substitutes, and all other employees excluded by Chapter 4117 of the O.R.C.
- The parties may agree, but are not obligated, to subsequently include in the bargaining unit employees in a newly created job classification or job classifications. In the event of disagreement, either party may file a unit clarification petition with the State Employment Relations Board.
- C. All employees of the bargaining unit as described herein are entitled to all rights, benefits, and privileges of this Agreement unless otherwise specified and are bound by the obligations, restrictions, and limitations of the Agreement.
- D. The Board shall notify the President of the Association, or his/her designee, by August 1, of any new employees eligible for membership in the bargaining unit hired during the summer months. The Board shall provide notice for employees hired during the school year within 10 days of the date of hire.

Article 2 - Negotiations

- A Negotiations between the Board and the Association shall be conducted according to the provisions of Ohio Revised Code 4117. The provisions of this article are not subject to the grievance procedure.

After the Fact-Finder Report is issued pursuant to ORC 4117, if either party requests, there shall be a joint public meeting to afford both parties the opportunity to present their positions regarding the Fact-Finder's Report.

Should Ohio law passed during the term of this Agreement require the Board to act in a way prohibited by this Agreement, either party may request to bargain changes in the Agreement to

conform to the new law. Within ten (10) days of the request to bargain, no more than two representatives of each party shall meet to bargain to bring the Agreement into compliance with law. If, after good faith bargaining, the parties fail to reach agreement, the parties shall mediate the matter using a mediator jointly selected. If not successfully mediated, the party requesting to bargain may either withdraw the request or file for binding interest arbitration according to the Rules of Voluntary Labor Arbitration of the American Arbitration Association. Where the provision of Article 3 and Article 2(C) are in conflict, the provisions of Article 2(C) shall control.

Article 3 - Management Rights

Except as specifically limited by this Agreement and by law, the Board has the final authority and responsibility to set policy and make final and binding decisions on all matters affecting in any way the Educational Service Center of Lake Erie West including its employees; provided that, if such decisions constitute a change in the Board's policies that affect a bargaining unit member's wages, hours, terms or conditions of employment, the Board shall first notify the Association and, if the Association objects to the change, discuss in good faith the change, but if agreement cannot be reached the Board may implement its last position taken during discussions.

Article 4 - Association Rights

The Association shall be granted the following sole and exclusive organizational rights as the agent of the bargaining unit. No other organization which does and/or may desire status as the agent of the bargaining unit shall be granted these organizational rights:

A. Access to Buildings and Members to Conduct Association Business

Duly authorized representatives of the Association shall be granted the right to access to buildings or areas of buildings in the exclusive control of the Board when buildings are open to conduct Association business and shall have the right to conduct Association business with a bargaining unit member or members only before or after the work day or during lunch or a bargaining unit member's planning period, if applicable, provided it does not conflict with or interfere with the assignments, responsibilities, or meetings of the bargaining unit member or others.

B. Use of Buildings

The Association shall be granted the right to use for meetings, when available, buildings or areas of buildings in the exclusive control of the Board, provided that such use does not conflict with Board business. The Board may make a reasonable charge when additional custodial services are needed.

C. To Use of Teacher Receptacles

The Association shall be granted the exclusive teacher organization right to distribute materials to bargaining unit members in the teacher receptacles used by the Board to deliver materials to bargaining unit members, provided that it is done by the Association president or his/her designated and disclosed representatives (not to exceed four [4]) and only before or after the

employee-deliverer's work hours. The Association shall not be permitted to use the rights granted by this section to encourage or promote or sustain a strike.

D. To Use of Bulletin Boards

The Association shall be granted the right to the use of a bulletin board in a lounge, lunchroom, or workroom in each building exclusively controlled in whole or in part by the Board and which are not controlled by another school district but are used by bargaining unit members.

E. To Access to Board Meetings

1. The Association shall be granted the right of notification to the Association president or his/her designee of the Board's January organizational meeting sent prior to the meeting and to a calendar of regularly scheduled meetings for the calendar year. In the case of any change in the calendar and/or the addition of a special meeting or meetings, a representative of the Board shall, at or about the same time the Board members are notified, notify the Association president or his/her designee by e-mail of any such change or changes and/or addition or additions. Notification for purposes of this provision shall be satisfied by notification to the OEA UniServ office.

2. The Association shall be granted the right to receive a copy of all agendas and minutes of all Board meetings.

F. To Receive Directories

1. The Association shall be granted the right to receive five (5) printed directories containing names, addresses, phone numbers, and school assignments of all members of the bargaining unit, no later than October 1 of each school year.

2. The Board shall provide to the Association the names, addresses, phone numbers, and school assignments of newly-employed bargaining unit members within thirty (30) days of the Board meeting formally authorizing employment. In the event the Board is untimely in providing the information, the Association may make written demand for the information. The Association may file a grievance only if the information is not provided by the Board within ten (10) days after receipt of the written demand.

G. To Receive Board Policy Manuals

The Board shall provide the Association with one (1) copy of the Board policy manual and shall provide the Association one (1) copy of additions and/or changes and notification of deletions.

H. To Payroll Deduction of Association Dues

1. The Association shall be granted the right to payroll deduction for each Association member of his/her Association dues as authorized by that member, without cost to the Association and/or the member. The Association shall determine the amount to be deducted for each Association member and shall so notify the Board treasurer or his/her designee by October 1.

2. For those Association members who have timely authorized dues deduction the Board treasurer or his/her designee shall begin seven equal deductions with the last November paycheck and continue said deductions with each last paycheck of each month up to and including the last paycheck in May.

3. All the dues of the Association and its affiliates which are deducted from each member's paychecks shall be forwarded by the Board treasurer or his/her designee to the Association treasurer in a single check each month.

I. Fair Share Fee

1. All members of the bargaining unit shall either become and remain members in good standing of the Association or pay a fair share fee not to exceed the total dues uniformly required of members of the Association.

2. No one shall be required to pay both Association dues and a fair share fee.

3. The Board shall deduct a fair share fee from the pay of employees who are required or elect to pay a fair share fee. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

4. Notice of the amount of the annual fair share fee, which shall not be more than one hundred percent (100%) of the unified dues of the Association shall be transmitted by the Association to the Board on or about September 15 of each year during the term of this Agreement for the purpose of determining amounts to be payroll deducted and the Board agrees to promptly transmit all amounts deducted to the Association.

5. 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 employees employed after December 31 until the second paycheck, which period shall be the required fair share fee probationary period of new employees.

6. 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 as an Association member.

7. The Board shall accompany each such transmittal with a list of names of employees for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each. Payroll deductions of fair share fees shall be pursuant to the provisions of Article 4(H)

8. The Association represents to the Board that an internal rebate has been established in accordance with section 4117.09(C) of the Ohio Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each employee 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.

9. Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association which procedure shall be in compliance with all applicable State and Federal Laws and the Constitutions of the United States and the State of Ohio.

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

a. The Board shall give the Association a twenty (20) day written notice of any claim made or action filed against the Board by a non-member for which indemnification may be claimed;

b. The Association reserves the right to designate counsel to represent and defend the Board. However, this provision shall not prevent the Board from employing its own counsel (at its own expense) to assist in such representation. Furthermore, the Association agrees that counsel it designates to represent the Board shall accept and act upon the Board's reasonable instructions and recognize his/her primary obligation to his/her client, i.e., the Board. In no event shall the Association impose such representation upon the Board as will create or foster a conflict of interest.

c. The Board shall give full and complete cooperation and reasonable assistance to the Association and its counsel at all levels of the proceeding;

d. The Board shall permit the Association and/or its affiliates to intervene as a party;

e. The Board shall not oppose application by the Association and/or its affiliates to intervene as a party or as amicus curiae;

f. Indemnification shall not be required if the Board intentionally or willfully fails (except pursuant to court order) to fulfill its obligation herein.

J. To Be Granted Association Leave

1. One elected delegate or alternate to the bi-annual OEA conventions shall be granted one day of leave without loss of pay for actual attendance at these conventions each school year. The Association shall reimburse the Board for the cost of a substitute (current substitute rate for that year plus the Board's share of STRS contribution and the Board's worker's compensation contribution) for any delegate when the Board determines that a substitute is needed. The Association president or his/her designee shall send written notification of the name of the member attending the OEA conventions to the office of the Superintendent at least three days in advance.

2. When the Association is a participant in a grievance hearing, court hearing, or impasse hearing, bargaining unit members subpoenaed to attend such hearings shall be granted released time without loss of pay to attend such hearings when the hearings are conducted during the member workday. The President of the Association or his/her designees and the grievant shall be

granted released time to attend a grievance hearing if conducted during the workday. A bargaining unit member properly and timely called as a necessary witness in a grievance hearing shall be granted released time to give testimony in such grievance hearing. A witness is timely called if the Superintendent is notified in writing at least forty-eight hours in advance of the hearing.

New Teachers Meeting

1. If the Board conducts a new teachers orientation at the start of a school year, the President of the Association or his/her representative shall be provided an opportunity at the end of the orientation to speak to new teachers, in the event there is an additional cost incurred for the meeting as a result of this Association activity, the Association shall pay all such expenses. The teachers may but are not required to stay for the Association speech and the speech is not to be considered a part of the Board's orientation
2. If the Board does not conduct a new teacher's orientation, the Association may have a representative present after the first department meeting for any department that has new employees who are bargaining unit members. Unpaid released time will be granted to an employee who is the Association representative. The Association's involvement will be as if the department meeting was a new teacher orientation meeting.

Article 5 - No Strike

The Association shall neither encourage nor engage in a strike against the Employer, as defined in Ohio Revised Code 4117.01(H), during the term of this Agreement.

Article 6 - Grievance Procedure

A. Definitions

1. "Grievance" shall mean a claim by an employee(s) or the Association that there has been a violation of the language in this Agreement. The term "violation" shall not be construed so as to limit allegations of misinterpretation(s) or of misapplication(s) of provisions of the agreement.
2. "Class action grievance" shall be grievances substantially similar in nature that affect more than one employee in the bargaining unit. The grievances may be processed together if the parties mutually agree to do so.
3. "Grievant" shall mean the Association or employee(s) initiating a grievance.
4. "Appropriate supervisor," for purposes of the grievance procedure, shall mean the lowest level administrator having the authority to resolve the grievance.

"Days" as used in this Article shall mean all calendar days, excluding Saturdays, Sundays, and holidays.

B. Rights of the Grievant and the Association

1. The employee grievant has the right to Association representation at all meetings and hearings involving the grievance.

The Association has the right to be present for the adjustment of any and all grievances filed.

3. The Association shall have the exclusive right to determine whether a grievance may proceed to the arbitration step of the procedure.

4. The Association shall receive copies of all written communications exchanged between the grievant and the employer in the processing of grievances.

C. Time Limits

1. The number of days indicated at each step in the procedure shall be a maximum and may be extended only by written mutual agreement of the parties.

2. A grievance shall be filed within twenty (20) days of the act on which the grievance is based or within twenty (20) days of the date the grievant, through the exercise of reasonable diligence, should have known of the act upon which the grievance is based.

3. Failure of the grievant to comply with time lines for the filing or the processing of a grievance shall be cause for the grievance to be dismissed.

4. Failure of the Employer to comply with the time lines for the processing of a grievance shall automatically advance the grievance to the next step of the grievance procedure, but in no event will a grievance automatically advance to Step 3.

D. Grievance Procedure

1. Informal Step:

An employee grievant shall discuss a grievance with his/her immediate supervisor in an attempt to resolve the grievance informally. He/She shall have the right to have an Association representative present.

If the grievance is not resolved during the informal step, the grievant through the Association, shall have the right, within the time lines as set forth in C2, to file a written grievance form (See Appendix A) with the appropriate supervisor. A copy of the grievance form shall be sent to the Superintendent. Unless each section of the grievance form is completed and the grievance form is properly and timely filed, the grievance form shall be deemed not filed.

2. Step One:

The appropriate supervisor shall arrange and hold a hearing within ten (10) days of receipt of the grievance. The grievant and/or the Association and Employer may present arguments and evidence to sustain their positions.

Within ten (10) days of the conclusion of the hearing, the appropriate supervisor shall forward his/her written response to the grievant and to the Association. If the grievant is not satisfied with the appropriate supervisor's response, the grievant shall have the right to file a written appeal to proceed to Step Two of the Grievance Procedure. Such appeal shall be filed through the Association and shall be filed with the Superintendent with service of the written appeal on his/her office within ten (10) days of receipt of the written response from Step One.

3. Step Two:

Within ten (10) days of the filing of the appeal, the Superintendent or his/her designee, shall arrange and conduct a hearing in the same manner and for the same purpose as set forth in Step One.

Within ten (10) days after the hearing, the Superintendent or his/her designee shall forward his/her written response to the grievant and to the Association.

4. Step Three:

Within thirty (30) days of receipt of the Step Two response, or if the Step Two supervisor fails to file a timely response, the Association shall have the right to notify the Employer of its intent to proceed to arbitration. Notification shall be in writing and shall be sent to the office of the Superintendent.

E. Selection of the Arbitrator

The arbitrator shall be selected from a list of nine arbitrators supplied to each party by the American Arbitration Association (AAA). Each party shall have the right to strike from the list any name to which it objects. Each party shall separately number in order of preference the remaining names and return their respective copies of the list to the AAA. From among the persons that have been approved on both lists and in accordance with the designated order of mutual preference, the AAA shall designate the arbitrator to serve. If the parties fail to agree upon any of the persons named, if those named decline or are unable to serve, or if for any other reason the appointment cannot be made from the submitted list, the AAA shall submit to the parties a new list of nine arbitrators and the selection process will begin again. In the event a third list is required, the parties shall select the arbitrator by alternately striking names from the list. For the first arbitration under this procedure the Board shall strike first. For subsequent arbitrations thereafter, the parties shall alternate as to which party shall strike first. Except to the extent inconsistent with this Agreement, all procedures relative to arbitration shall be conducted according to the Labor Arbitration Rules of the AAA.

F. Authority of the Arbitrator

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement nor add to, subtract from, or modify the language therein in arriving at a determination of any issue presented. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted or to submit observations or declarations of opinion

which are not directly essential in reaching the determination. As to the merits of the case, the arbitrator shall consider only the alleged violation(s) of the Agreement appearing on the grievance form and no other alleged violation(s). The decision of the arbitrator shall be final and binding on the Employer, the grievant, and the Association.

G. Costs of Arbitration

The Board and Association shall each pay their own grievance and arbitration expenses but shall share equally the Arbitrator's fees and arbitration expenses.

H. Miscellaneous

1. All written communications regarding grievances shall be hand-delivered or mailed by regular mail or electronic mail.
2. Time lines for providing notice, if sent by mail, shall be the date of postmark, or If sent by electronic mail, shall be the date the electronic mail message was sent and received
3. Time lines for receipt of notice by mail shall be the third day after the date of postmark.
4. Meetings and hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.
5. All parties to the grievance shall be permitted to attend a grievance meeting or arbitration hearing with no loss of pay or benefits, but, where possible, all such meetings or hearings shall be scheduled outside of the regular work day of the employee(s).
6. A grievance may be withdrawn by the grievant at any time prior to the notification of the intent to proceed to arbitration. The Association may withdraw any grievance thereafter without prejudice. Time lines for filing a grievance are not tolled by the pendency of a grievance.

Article 7 - Contracts

- A. Employees shall be employed under individual written contracts.
- B. In his/her first year of employment, an employee shall be employed under a one year limited contract.

At the completion of his/her first limited contract, the employee may be recommended for employment under a one or two year limited contract.

- D. At the completion of an employee's second limited contract, the employee may be recommended for a two or three year limited contract.
- E. At the completion of an employee's third limited contract, the employee may be recommended for a three year or four year limited contract.

F. At the completion of an employee's fourth limited contract, the Board, at its option, may either non-renew the employee's limited contract or offer to the employee a continuing contract. To be eligible to be considered for a continuing contract, staff members must meet the licensure, education and service requirements of ORC 3319.08. For purposes of this section, an employee's fifth or more limited contract shall be considered the fourth limited contract.

G. The Board may depart from these procedures to grant any employee a limited contract of greater or fewer years duration than provided for above. If the Board departs from these procedures to grant an employee a limited contract of fewer years duration, it shall enter into such contract and award such contract in the manner as the Board enters into and awards extended limited contracts under the provisions of ORC 3319.08 and 3319.111, except that employees shall not be awarded continuing contract status upon subsequent reemployment but only the length of contract he/she would have been awarded pursuant to the provisions of this Article of the Master Agreement between the parties.

H. "Year" as used in this Article means school year but not less than 120 days.

I. If an employee's limited contract is renewed but for fewer years than the maximum permitted by the applicable section (B-E) of this Article, upon request by the employee, the Board shall provide written reason(s) to the employee.

J. This Agreement supersedes the provisions of ORC 3319.11 and 3319.111 regarding in any way continuing contracts.

Article 8 - Termination of Contract

Termination of an employee's contract shall be done in accordance with the provisions of Ohio Revised Code 3319.16

Article 9 - Non-Renewal of Limited Contracts

Non-renewals of limited contracts shall be done in accordance with the following procedures:

A. First Year Employees

First year employees are to be evaluated at least once prior to February 15 and at least once between February 15 and April 30 and are to be notified of non-renewal on or before May 15.1. The Board may non-renew the employee's limited contract without providing reasons. First year employees hired on and after November 1 shall be evaluated at least once before February 15.

B. Other Employees on Limited Contracts

Employees renewed after their initial limited contract may be non-renewed at the end of any subsequent limited contract provided that in their final year of the limited contract they are evaluated in accordance with Article 10 of this Agreement and are notified of non-renewal on or before May 15. Upon written request made by the employee within ten days after Board action, the Board will provide a written reason or reasons for the non-renewal.

C. Reasons for Non-Renewal

The Board's reason or reasons for non-renewal are not limited to performance or evaluations.

D. Arbitration

The employee who is non-renewed may grieve the non-renewal. An Arbitrator's authority, however, is limited to ordering the corrections of procedural errors and the Arbitrator shall have no jurisdiction to order a Board to re-employ a teacher except when the Arbitrator determines that the evaluations have not been timely given or that the Board has not given the employee written notice of non-renewal on or before May 15. Otherwise the determination whether to re-employ or not re-employ an employee is solely the Board's determination and not a proper subject for arbitration. In the limited circumstances when an Arbitrator may award re-employment as provided by this section, the Arbitrator has authority to award only a one year limited contract.

E. Supersede Ohio Revised Code

The provisions of this Article 9 supersede the requirements of ORC 3319.02 and 3319.11 relating to non-renewal of limited contracts.

Article 10 - Evaluations

Article 10- EVALUATIONS

Evaluations of bargaining unit members will be conducted in accordance with Board adopted policies and procedures. The evaluation system will conform to state law as currently enacted on the date of this agreement. The evaluation system will adhere to the Ohio Department of Education's most current business rules, guidelines, and reporting requirements.

A. Evaluation Systems for Staff Members:

1. All staff members who spend 50% of their time providing direct instruction to students will be evaluated using the processes, forms and rubric of the Ohio Teacher Evaluation System (OTES) and the student growth measures prescribed in the Ohio Revised Code (ORC). The performance rating rubric will account for 50% of the final summative rating and student growth measures will account for 50% of the final summative rating.
2. Staff members who do not spend 50% of their time providing direct instruction to students will be evaluated using current forms with the exception that the performance rubric used will be modified to include a final summative rating of ineffective, developing, skilled, or accomplished.
3. Staff members who are not evaluated using the OTES system will receive one yearly observation during the years their contract is not due to expire and two observations during the year their contract is due to expire. Staff members on a continuing contract who

are not evaluated using the OTES system will receive at least one annual observation and a complete evaluation every three years. Informal observation data may be used to complete the evaluation form.

4. Staff members who provide notice of their retirement by December 1 will not be evaluated in their final year.
5. Dates and processes (i.e. improvement plans; informal observations) indicated in the rest of this article will also apply to staff members who are not evaluated using the OTES system.

B. OTES Evaluation Instrument & Training:

1. Implementation of the OTES system will be through the eTPES system developed by the Ohio Department of Education. eTPES forms will be used with the exception that if a specific district developed form is developed and adopted by the district, it may be added to the eTPES records.
 - a. At a minimum, each staff member will complete in eTPES a self assessment and a professional growth plan with two goals – one focused on student growth and achievement and one focused on professional growth.
 - b. The evaluator will complete in eTPES at least one formal observation cycle and one formal performance rubric identifying areas of reinforcement and refinement. The first observation cycle and performance rubric may be completed on paper forms unless otherwise agreed to by the staff member and evaluator.
 - c. Any data collected during the informal observation/walkthrough that will be used as evidence on the performance rubric must be noted in the walk through form in eTPES.
 - d. Student growth measures will be scored and be entered into eTPES using the scoring scale recommended by the Ohio Department of Education.
 - e. Staff members evaluated using OTES will be required to create an eTPES account and enter their PIN to verify the eTPES information. Entering the PIN indicates the staff member has reviewed the eTPES information but does not indicate that the staff member agrees with the information.
2. The Board will offer training on the use of the Evaluation System and eTPES to all staff members to ensure their understanding of the expectations and processes of the evaluation system.
3. For the 2014-2015 school year, no later than October 17, the Board will provide orientation that ensures awareness of and an understanding of all processes, procedures, tools, and forms used in the evaluation system.
4. In future years, orientation of new staff members to the evaluation system will occur no later than September 30.

C. OTES Evaluators:

OTES evaluators will non-bargaining unit members who are either administrators or consultants that are employed and approved as evaluators by the Educational Service Center of Lake Erie West Governing Board. The evaluator must be credentialed as follows:

1. has completed all state-sponsored mandatory evaluation training;
2. has passed all state-mandated evaluation assessments and received Evaluation Certification through the State of Ohio

Not later than October 1 of each year, or in the case of a new staff member, within thirty (30) days of the first day worked, the Board will notify staff members of the name and position of their evaluator(s)/observer. If the evaluator(s)/observer are changed during the year, the staff member will be notified.

D. Performance Evaluation Procedures:

1. Schedule for evaluation for staff evaluated using the OTES system:
 - a. Staff members must complete a Professional Growth Plan by October 1.
 - b. Staff members who are placed on an Improvement Plan as a result of the prior year's student growth measures will be provided a written copy of the improvement plan developed by their supervisor by October 1.
 - c. Staff members will be evaluated annually through two formal observations, as well as informal observations and walkthroughs unless otherwise stated in Section A of this article.
 - d. Staff members who received a summative rating of accomplished on the most recent evaluation will be formally evaluated once every three years unless their student growth rating falls below average in those three years. These staff members will still receive at least one annual observation with feedback and will complete annual student growth measures.
 - e. Staff members who received a summative rating of skilled on the most recent evaluation will be formally evaluated once every two years unless their student growth rating falls below average in those two years. These staff members will still receive at least one annual observation with feedback and will complete annual student growth measures.
2. Schedule for Formal Observations:
 - a. Staff members will be observed formally twice during the school year. The first formal observation will occur no later than February 15; the second formal observation will occur no later than April 30. The staff member and evaluator will mutually agree on a date and time when each formal observation will occur.
 - b. A staff member who is under consideration for renewal or nonrenewal and with whom the board has entered into a limited contract or extended limited contract pursuant to section 3319.11 of the Revised Code, must be formally observed at least three (3) times using the procedures, timelines, and deadlines set forth in this article. The staff

member and evaluator will mutually agree on a date and time when each formal observation will occur.

- c. Each formal observation will consist of a minimum of thirty (30) minutes of classroom visitation.
- d. If the evaluator is unable to observe a staff member at the scheduled time, a new timeline and observation date will be established.

3. Schedule for Pre- and Post-Observation Conferences:

Pre- and post- evaluation observation conferences will be held at a time mutually agreed upon by the evaluator and staff member.

a. Pre-Observation Conference:

- 1) Each formal observation will include a pre-observation conference. Staff members should be given at least 48-hours notice in order to prepare for the pre-observation conference. Pre-observation conferences will take place in a format mutually agreed upon between the staff member and evaluator.
- 2) The purpose of the pre-observation conference is to provide the evaluator and the staff member with an opportunity to discuss the following:
 - i. The written lesson plan and unit objective(s);
 - ii. Evidence that supports the OTES Performance Rubric;
- 3) Due to the fluidity of lesson plans and classroom timing, should lesson plans need to be adjusted prior to the actual observation, the staff member will inform the evaluator and supply new written plans and unit objectives.

b. Post-Observation Conference:

- 1) A post-observation conference will occur within ten (10) contractual workdays of the formal observation. During the post-observation conference:
 - i. The evaluator and staff member will review and discuss all rubrics, forms, evidence, and data collected.
 - ii. Any areas of refinement noted by the evaluator during the formative assessment that may lead to an ineffective rating shall be developed into a plan of action by the evaluator.

4. Informal Observations/Walkthroughs

- a. Informal observations are unannounced, but must occur during the staff member's contractual day. No more than two (2) informal observations/walkthroughs for evaluation purposes per semester will occur unless the staff member is on an improvement plan in which case informal observations will occur more frequently as

specified in the improvement plan. An informal observation/walkthrough will be no more than fifteen (15) minutes.

- b. Any data collected during the informal observation/walkthrough that will be used as evidence on the performance rubric must be noted in the walk through form in eTPES.
- c. Staff members will be given the opportunity to meet with the evaluator to provide evidence that may refute any deficiencies identified on the informal observation/walkthrough form. Staff members should notify their evaluator within two working days of their desire to meet to discuss the informal observation/walkthrough identified deficiencies.

E. Student Growth Evaluation Procedures:

1. Student Growth Measures

- a. The student growth measure percentages for staff members will be as follows. These percentages may be adjusted annually.

Category	% Value-Added	% Vendor Assessment**	% Student Learning Objectives (SLO)
A1	50%		
A2	26%		24%
B	0	10%	40%
C	0	0	50%

F. Completion of Evaluation Process

- 1. A copy of the final summative evaluation report, that includes the holistic performance rating and the student growth measure rating, will be provided to the staff member for verification. Verification will occur no later than May 10. This report will also be placed in the staff member's personnel file.
- 2. All applicable documents and forms will be verified by the evaluator and the staff member. The staff member's verification is not evidence that the staff member agrees with the contents of the evaluation report.
- 3. Staff members may respond in writing to the evaluation. The response will be attached to the evaluation report placed in the staff member's personnel file.

G. Ineffective Ratings & Improvement Plan:

If any evidence is collected by an evaluator that will lead to an “ineffective” rating on the Summative Evaluation Form in any area of the performance rubric, the evaluator and/or program supervisor must offer specific suggestions for improvement to the staff member during the post conference.

New staff members who are rated as ineffective during their first observation may be placed on an improvement plan after the first observation.

If a staff member receives a summative rating of ineffective or developing on the performance rubric and/or receives a rating of below average student growth he or she will be placed on an improvement plan during the subsequent school year.

The improvement plan will remain in place until the staff member demonstrates at least average student growth or improvement on the performance rubric.

H. Deadline for Non-renewal:

1. The Superintendent (or designee) shall notify any staff member being non-renewed for the next school year by May 15.

I. Committees:

1. In the event of legislative action by the Ohio General Assembly that impacts in any way on this topic, a joint evaluation committee will review the changes and recommend to the Association and the Board whether or not adjustments are appropriate. The composition of the Joint Evaluation Committee will be determined by the Superintendent, the program administrator and the TALC President
2. SLO Committees will be established for the approval and scoring of SLOs, The composition of the SLO Committee(s) will be determined by the Superintendent and the program administrator.

Article 11 - Reduction in Force

A. Reasons for Reduction in Force (RIF)

A reduction-in-force (RIF) may occur only for the following reasons:

- Decline in student enrollment in or reduction of service provided to a unit program or programs;
- Return of an employee from a leave of absence;
- Suspension of schools or territorial changes affecting the District;
- Elimination or reduction of a non-mandated program or programs;
- Financial reasons; and
- Other reasons upon which the Board and the Association mutually agree.

B. Notification of Anticipated RIF

1. If the Board determines a RIF may occur, the Board shall notify the Association in writing, not less than three (3) weeks prior to the date the RIF is to be effective. The notification shall include the reason(s) for the RIF; the position(s) to be eliminated; the name(s) of the employees whose contracts are to be eliminated and the effective date of the RIF.
2. Within ten (10) days of receipt of the notification, representatives of the Board and the Association shall meet to review the proposed RIF.

C. Implementation

1. A reduction in force shall occur by suspending employment contracts. Seniority will be a factor in determining the employees whose contracts are to be suspended only where the employees potentially subject to reduction have comparable evaluations. Where the employees have comparable evaluations, the least senior employee in that position is the first to be laid off. For purposes of employees evaluated under OTES, comparable shall be defined as:
 - a. For the 2014-15 school year only all teachers shall be deemed comparable
 - b. For the 2015-16 school year only ratings of skilled and developing will be considered comparable.
 - c. Beginning with the 2016-17 school year, summative ratings will be used to determine comparability.
2. After notice to the Association by the Board that a RIF may occur, no reassignment, transfer, or reclassification shall occur before the effective days of the RIF that will cause a more senior employee to be laid off before a less senior employee if the two employees have comparable evaluations.
3. An employee to be laid off due to RIF shall be given twenty (20) days advance written notification prior to the effective days of the RIF. The notice shall state the reason for RIF and the effective days of contract suspension.

D. Limitations and Exclusions

1. No new hire shall be employed in a bargaining unit position until all eligible and qualified laid-off employees have been offered such position.
2. No current, non-bargaining unit employee shall be permanently assigned to fill a bargaining unit position while an eligible and qualified employee remains on layoff status.
3. Work previously performed by laid-off employees shall not be sub-contracted to non-employees while any eligible and qualified employee remains on layoff status.
4. Qualifications for a bargaining unit position shall not be upgraded by the district to prevent the recall of a laid-off employee.
5. This article shall not require the Board to fill any vacancy.

6. This article does not limit the Board's right to non-renew limited teaching contracts.
7. An employee whose contract is suspended shall not be entitled to any benefit of employment except as provided by this Article, Article 6 - Grievance Procedure, and as provided by law.

E. Layoff Rights

An employee on layoff status shall have the following rights:

1. The right to continue receipt of group insurance coverage at the employee's expense.
2. The right to retain seniority credit during the period of layoff.
3. Credit for salary placement, upon recall, for the same or similar work performed while on layoff status.
4. Laid off employees may visit the Board website to determine current postings.
5. Additional certification, license, or entry-level requirements earned or reported while on layoff status shall be recognized for recall purposes, provided such information is filed with the Employer prior to recall.

F. Recall Rights

1. Laid-off employees shall be recalled to positions for which they are certified and qualified in reverse order of layoff.
2. The laid-off employee shall be given five (5) days to accept such offer and shall be granted a maximum of seven (7) days from date of receipt of the recall notice to report to work. If the laid off employee does not timely respond or declines recall rights, lay-off status shall cease and the laid-off employee's contract shall be deemed null and void.
3. This procedure shall continue until all employees on layoff status have been recalled, have retired under an Ohio State retirement system, have voluntarily resigned, have been non-renewed, or have not accepted an offer of recall within two (2) years from the effective date of layoff.

G. Termination of RIF

The RIF shall terminate when no employee remains on layoff status, but in no event more than four years.

H. Employee Responsibilities

The employee shall keep the Board informed of his/her current address and certification(s).

Article 12 - Seniority

A. Seniority Defined

Seniority shall mean the length of continuous employment with the Educational Service Center of Lake Erie West in a bargaining unit position as follows:

1. Seniority shall begin to accrue from the first day worked in a bargaining unit position.
2. Seniority shall accrue for all time an employee is on active pay status or is receiving worker's compensation benefits. However, employees shall maintain seniority only in their current position and other positions held for more than one year during the preceding eight (8) years, provided they remain certified. Employees certified for positions in which they have not worked during the last eight (8) years shall be placed on the seniority list(s) in their order of seniority for such position(s), but such employees shall be considered less senior than those certified and currently teaching in those positions or having taught in those positions for one or more of the previous eight (8) years.
3. Time spent on voluntary extended and unbroken Board approved unpaid leave shall not contribute to the accrual of seniority but shall not constitute a break in seniority.
4. Employees shall accrue one (1) year of seniority for each year worked as determined by the minimal full-time standard as defined in law for purposes of placement on the salary schedule.
5. No employee shall accrue more than one (1) year of seniority in any work year.

B. Equal Seniority

1. A tie in seniority shall occur when two (2) or more employees have the same amount of seniority credit as determined by the seniority lists.
2. Ties in seniority shall be broken by the following method to determine the most senior employee:
 - a. The employee with the first day worked for Educational Service Center of Lake Erie West; then, if still a tie,
 - b. The employee with the earliest date of employment (date of hire); then if still a tie,
 - c. The employee with the earliest date of application, if available; then, if still a tie,
 - d. By lottery, with the most senior employee being the one whose name is drawn first, etc. This procedure shall be implemented in the presence of the Association President and the Superintendent.

C. Seniority Transfer

Seniority transfers from one position to another pursuant to Section A2 of this article D.

D. Loss of Seniority

Seniority shall be lost when an employee retires or resigns; is non-renewed; is employed in a full-time non-bargaining unit position; is terminated; or otherwise leaves the employment of the Employer. Employees who retire from ESCLEW and are rehired do not accrue seniority after they are rehired.

E. Posting of Seniority List

1. Not later than November 30 each year the Employer shall prepare seniority lists as of October 1, indicating, by area of certification and date of Employer resolution to hire of each employee. Said lists shall be sent to the Association president.
2. The names of employees on the seniority lists shall appear in seniority rank order within areas of certification, with the name of the most senior employee appearing at the top of the listing and the name of the least senior employee appearing at the bottom of the listing.
3. The names of employees who are certified in more than one (1) area shall be included on the listing for all areas of certification.

F. Correction of Inaccuracies

The Association shall have a period of thirty (30) days after receipt of the seniority lists in which to advise the Employer or its agents in writing of any inaccuracies which affect employees' seniority. The Employer or its agents shall investigate all reported inaccuracies and make such adjustments as may be in order and send the updated lists to the Association president. No protest shall be considered after thirty (30) days of the receipt of the seniority lists and the lists shall be considered as final until the next review.

Article 13 - Vacancies/Transfers

A. A vacancy shall be defined as any newly created position in the bargaining unit and also as any position in the bargaining unit vacated by death, retirement, resignation, termination, non-renewal, or transfer that the Employer elects to fill.

B. When a vacancy occurs through any of the circumstances described above, the position(s) shall be posted on the Board website ([http:// www.esclakeeriewest.org](http://www.esclakeeriewest.org)). Nothing in this section shall be construed to prohibit the Board from filling vacancies within five days after posting or filling vacancies on an interim basis until the vacancy is filled.

The Board will e-mail job postings to all bargaining unit members at their Board provided e-mail address. Employees who wish to have job posting e-mailed to a different address are responsible for notifying Human Resources of the alternate address.

C. If bargaining unit members are certified/licensed for a vacancy, meet other qualifications set forth in the posting, and desire to apply, the member shall make application within ten (10) days after the posting. The application must be in writing and directed to the person to receive

applications as indicated on the posting. All bargaining unit members who have the appropriate license/certification and apply within 10 days of posting, will be interviewed. The Board will not interview outside candidates until it has first interviewed internal candidates and determined they are not acceptable.

In the filling of vacancies, any bargaining unit member who has an interest in a posted position, and who has the appropriate certification/licensure, will be given the opportunity to have an interview for the position. The Board will invite the district personnel to participate in the interview process. In making a decision on the position, bargaining unit seniority will be a consideration. If the member does not get the position, he/she will receive a form letter from the Superintendent to that effect. The Superintendent's decision is final and not grievable.

D. The Board may transfer, assign, or promote bargaining unit members to fill vacancies. Bargaining unit members who are interested in transfer or reassignment may express their interest in writing to the Board. Bargaining unit members must apply for specific positions when posted.

Article 14- Discipline

The Superintendent may exercise progressive discipline for just cause, including suspension and demotion. In disciplinary actions, the Board will not rely on prior alleged misconduct unless that misconduct previously was communicated to the employee. For purposes of the Article, demotion shall mean a change in job responsibilities resulting in loss of wages. Suspensions provided by this Article are in addition to those referred to in ORC 3319.16. This Article does not limit in any way the Board's right to non-renew a limited contract.

Article 15 - Complaints

Complaints against professional staff members raised by a person other than an ESCLEW employee (excluding principals) shall be handled using the following procedure:

1. All reoccurring complaints received by an administrator or Board member shall be referred by the immediate supervisor to the staff member(s) involved within two (2) working days. The immediate supervisor shall indicate, in writing, on the appropriate form (Appendix B, Notice of Nature of Complaint), the nature of the complaint. Initial complaints may but are not required to be handled pursuant to this Article.
2. The staff member(s) shall contact the complainant in an attempt to resolve the complaint(s). The staff member shall then report the results of that contact back to the immediate supervisor on the appropriate form (Appendix B). The staff member(s) shall have two (2) working days after receiving the complaint from the immediate supervisor to report back to the immediate supervisor. The Supervisor may, but is not required to, follow-up with the staff member and/or complainant.
3. If this does not resolve the complaint, the immediate supervisor will reduce the complaint to writing on the appropriate form (Appendix C, Complaints Against Staff Members [Meeting Form]). The complainant and staff member(s) shall meet with the immediate supervisor at a mutually convenient time. At the end of this meeting, a summary of this meeting shall be written

by the immediate supervisor on the appropriate form (Appendix C), and signed by the staff member, complainant and immediate supervisor. A copy of this summary shall be given to the staff member(s) and to the complainant. In the event the complainant fails to meet with the staff member(s) and/or fails to sign the summary, the complaint shall be considered to be hearsay. No staff member shall be disciplined on the basis of hearsay evidence.

4. If this complaint is not resolved at that level, copies of all written complaints and responses will be forwarded to the Superintendent or his/her designee. The complainant, staff member(s), and immediate supervisor will then meet with the Superintendent or his/her designee at a mutually convenient time. The Superintendent or designee shall make written disposition of this complaint within five (5) working days of the hearing. Copies will be given to all parties involved.
5. If it is not resolved at that level, the complaint may be appealed to the Board.
6. If complaints are placed in a staff member's file, said staff member shall have the right to rebuttal and shall receive a dated copy of all such insertions in said file immediately.
7. The professional staff member shall have the right to a representative of his/her choosing at each step of this procedure. If a staff member is represented during a discussion with the complainant, the complainant shall have a right to a representative of his/her choosing.
8. Any complaint that is not processed pursuant to provisions of this complaint procedure will be expunged and all records of it destroyed.
9. Complaints received from students will be resolved by the staff member and the immediate supervisor and will not be subject to the complaint procedure.
10. With the exception of Paragraph 3, above, nothing contained in this Article affects the Superintendent's right to discipline.
11. Appendices B and C may, but are not required to, be color coded.

Article 16 - Personnel File

The Board will maintain only one (1) official personnel file on each employee. Informal notes or records about teachers maintained by administrators shall not be included in the official file. Nothing contained in this Article shall preclude the Board treasurer's office from maintaining documentation within the jurisdiction of the treasurer's office.

An employee shall have the right to review the contents of that employee's official personnel file upon twenty-four (24) hours notice. A representative of the Association may, at the employee's request, accompany the employee in this review. An Employer representative shall also be present if the Employer requests such representation. Any employee shall be entitled to a copy of such information upon request and after paying for the reasonable cost of making copies, not to exceed twenty (20) cents per copy. The employee shall sign and date the access sheet on or in the personnel file. Any material placed in the employee's personnel file, other than material previously provided by or shown to the employee or material routinely replaced by updated material, shall be copied to the employee.

An employee shall have the right to file an answer to any derogatory material which is included in that employee's official personnel file and such answer shall be included in the personnel file. By mutual consent any such material may be amended or removed from the employee's file at any time.

The employer shall not permanently remove any material from an employee's file without notification to the employee, except that the Board may permanently remove material routinely replaced by updated material.

Article 17 - Pay Plans

A. The Board shall pay each member of the bargaining unit by direct deposit electronic transfer in twenty-four (24) equal installments twice a month.

B. An employee's salary shall be paid by electronic transfer to a bank(s) and/or savings and loan institution(s) of the employee's choosing not later than 8:00 a.m. each pay date. If the pay date is not a regularly scheduled work day, the electronic transfer shall be made on the last regularly scheduled work day prior thereto.

C. Direct deposit pay stubs shall be distributed twice per month. Members may choose to receive the pay stub by mail or to pick up the stub at currently designated pickup sites. There shall be no service and/or mailing charges for mailing pay stubs to members. Employees shall be required to designate how they want their paystubs distributed to them for the period of time from September through May. Employees may designate the same or alternate procedure for the period from June through August.

Article 18 - Payroll Deductions

The Board shall provide payroll deduction(s) at no charge to the member for the following items:

1. City, State, and Federal Income Tax
2. Annual or Continuing Association Dues and fair share fee if applicable (under the provisions of Article 4)
3. Members Federal Credit Union
4. United Way
5. Annuities (for companies to whom the Board currently makes payments, if the employee provides the Board with self-addressed envelopes for such payments)

The payroll deduction(s) of the above items can be initiated upon written request of that member and shall remain in effect until written cancellation is received by the Board Treasurer. No more than two initiations, changes, or additions of each item may occur in any calendar year.

Each timely request for payroll deductions, and for changes, additions, and/or deletions shall be implemented within thirty (30) calendar days after said request.

Article 19 - Job Sharing

The Board may, but is not obligated to, grant employees' requests to share a single job. Employees shall be paid their salary according to their placement on the salary schedule, prorated to the percentage of the full time job they are contracted for. Benefits shall be prorated also, except health related insurance benefits which shall not be paid by the Employer.

No more than two employees may share a single job.

The Board's decision to grant or deny a request to share a job is final and not grievable.

Article 20 - Fair Treatment

Consistent with ORC 4117, neither the Board nor the Association shall interfere with, restrain, coerce, and/or discriminate against any member of the bargaining unit by virtue of his/her membership in or activity on behalf of the Association or by virtue of his/her lack of membership in or lack of activity on behalf of the Association.

Article 21- Contract Year

- A. Full-time employees of the bargaining unit shall be employed under nine, ten or twelve month contracts. Employees on twelve month contracts may be assigned to do non-bargaining unit work after the school year ends. The non-bargaining unit work to which bargaining unit members on 12-month contracts may be assigned does not become bargaining unit work by virtue of bargaining unit members having done the work.
- B. Part-time employees shall be paid on a pro-rata salary basis or on an hourly basis consistent with other provisions of this Agreement.
- C. Nine (9) month contracts shall consist of 186 days of service to the Board.
- D. Ten (10) month contracts shall consist of 196 days of service to the Employer.
- E. Twelve (12) month contracts shall consist of 216 days of service to the Employer.
- F. Employees' start and end dates of work will be determined by the Board. With the written consent of his or her central office supervisor, an employee may change his or her start date by up to two days. The Supervisor and employee will notify the district(s) the employee serves of any changes in start and end dates.

Article 22 - Contract Day

- A. The length of the work day shall be seven and one half (7.5) hours. Employees shall be required to work the hours of the site to which they are assigned and where their contractual day

exceeds the hours of the site to which they are assigned they may elect to fulfill their contractual day obligation by arriving at their work site early or by leaving their work site late. Notice of which option is selected shall be provided to the supervisor and shall not be changed without supervisor approval. Notwithstanding this provision, employees shall be expected to fulfill all required job related duties.

B. Each full-time member of the bargaining unit shall have a minimum of thirty (30) minutes of paid duty free lunch.

C. Full-time classroom teachers shall have a minimum of two hundred (200) minutes of planning/conference time per week. Part-time classroom teachers shall have planning/conference time prorated according to the percentage of time they are employed relative to the contract under which they are employed.

Article 23 - Required Job Related Duties

Unless on an approved leave or notified by the Board not to attend, employees shall attend:

School open houses; special education conferences including I.E.P. Conferences, I.E.P. team meetings, placement conferences, and case reviews; parent-teacher meetings; meetings with school district representatives regarding children placed in the employee's programs, and safety/OSHA related meetings. Staff/administrative conferences; teacher in-services including, but not limited to, COPE and CPI training sessions; staff meetings; curriculum/course of study development.

For meetings identified in the paragraph above, absent an emergency, one week advance notice will be given. Staff meetings shall be limited to one (1) per month, lasting no longer than one (1) hour and thirty minutes. .

Article 24 - Optional Job Related Duties

A. Employees shall not be assigned to optional job related activities without the employee's consent. The Board shall advise employees in advance whether the provisions of this Article apply to activities, and the provisions of this Article shall be applied consistently from year to year and among employees.

B. The Employer may request volunteers to work such duties. When an employee volunteers at the request of the Employer, is selected, and works, he/she shall be credited with one contract day against his/her contract year obligation for each three (3) hours of work on such duties. The employee may accrue each three hours of work by working in no less than one and one-half consecutive hour increments.

Article 25 - Job Duties Outside Field of Certification

Employees shall not be assigned to work out of their field of certification and/or job description for four or more consecutive days without their consent.

Article 26 - Snow Days

Employees shall not be required to report to work stations which are closed due to an emergency and/or inclement weather. Employees must report, without additional pay, on any required or scheduled make-up days. In addition, employee shall not be required to report to work stations that remain open in a county that is under a Level 3 snow emergency.

Article 27 - Student Teachers/Interns

The employer shall determine the placement of student teachers/interns, subject to the affected bargaining unit members' approval. However, if an employee is assigned a student teacher/intern full time, the Board will pay to the employee, less applicable withholdings, the stipend awarded for the ESC placement of the student teacher/intern.

Article 28 - Sick Leave

A. Each employee of the Educational Service Center of Lake Erie West shall be entitled to fifteen (15) days of sick leave per calendar year to accumulate at the rate of one and one-fourth day per month.

B. Each new employee without prior service and employees who have exhausted their sick leave shall be entitled to borrow five (5) days of sick leave.

C. Unused sick leave shall be cumulative up to two hundred forty-one (241) days.

1. An employee who transfers from an Ohio public school district to employment with the Lucas Educational Service Center of Lake Erie West may be credited with the unused balance of his/her accumulated sick leave from his/her previous employers to a maximum of two hundred thirty-one (231) days, effective August 16, 1994; two hundred thirty six (236) days, effective August 16, 1995 and two hundred forty-one (241) days, effective August 16, 1996, provided that the employee, within sixty (60) days of employment, provides from his/her prior employer a certified record of his/her unused accumulated sick leave.

2. Previously accumulated but unused sick leave of an employee who has been separated from public service in the state of Ohio may place up to 226 days of accumulated unused sick leave to his/her credit upon his/her employment with the C Board provided that such separation from public service was within the previous ten (10) years and provided that the employee, within sixty (60) days of employment, provides a certified record of such service from his/her prior employer.

D. Upon termination of service with the Educational Service Center of Lake Erie West an employee may request and shall receive within sixty days one certified record of any unused sick leave accumulation to his/her credit.

E. Employees may use accumulated sick leave for the following purposes:

1. For absence due to personal illness (including illness related to pregnancy), injury, exposure to contagious disease which could be communicated in the work place to other employees or pupils.
2. For absence due to childbirth (up to six weeks from the date of birth – including holidays and vacation days – unless the employee provides documentation from a physician of continued personal illness).
3. For absence due to illness, injury or death in the employee's immediate family (parents, spouse, children, or dependent relations residing in the same household prior to the illness/injury/death).
4. For absence due to serious illness, serious injury, or death of brothers, sisters, grandparents, grandchildren, parents- or son- or daughter- or brother- or sister-in-law. Serious as used in this paragraph means life-threatening. Absence shall be limited to three (3) days per serious illness/serious injury/death.
5. For absence due to serious illness, serious injury, or death of first aunt, first uncle, first nephew, first niece. Serious as used in this paragraph means life-threatening. Absence shall be limited to one (1) day.

F. Employees may use one day of sick leave for purposes of bereavement for family members other than members of the immediate family as defined above. Employees may use up to seven (7) days for bereavement for members of the immediate family as defined above; however, if more time is needed, the Superintendent may extend the leave.

- G. 1. Within five (5) days of his/her return to work the employee shall be required to complete and return a written signed statement on forms prescribed by the Board to justify the use of sick leave. If medical attention is required, the employee's statement shall list the name and address of the attending physician and the dates when he/she was consulted.

Nothing in this section shall be construed to waive the physician-patient privilege provided by law. Falsification of any statement shall be grounds for suspension or termination of employment as provided by law. The Board has the right to investigate and verify employee statements, but the Board may not adopt any rule or regulation requiring a physician's statement to justify the use of sick leave by an employee.

2. If the employee is absent due to illness for five (5) consecutive working days, the Employer may require a note from a health care provider justifying the use of sick leave. If the employee is absent due to illness for fifteen (15) consecutive working days, the Employer has the right to require, before the employee returns to work, a physician's release that the employee may return to his/her work duties. If the employee is absent due to either injury or contagious medical condition, the Board has the right to require, before the employee returns to work, a physician's written statement that the employee is capable of performing essential job duties, in the case of absence due to injury, or that the employee no longer has a

contagious medical condition, in the case of absence due to a contagious medical condition.

H. Non-Use Bonus

The Board will pay \$150 to employees who have not used any sick days in a contract year.

The Board will pay \$50 to employees who have used only one sick day in a contract year. Payment will be made by September 30 of the following contract year.

I. Sick Leave Pool

1. The parties agree to create a sick leave pool administered by the employer.
2. The employee must have five (5) years of service for the Board to be eligible to use the sick leave pool.
3. The pool will be established on a voluntary basis with any contributing member of the bargaining unit donating a maximum of seven (7) sick leave days. Employees who donate to the sick leave pool will have the number of donated sick leave days deducted from their accumulated sick leave. Employees contributing to the pool will be deemed to have used sick days contributed at the time the contribution is made.
4. The sick leave pool may only be used for catastrophic injury of the employee or immediate family member (as defined in Section E of this Article) as determined by the employer or life threatening illness of the employee or immediate family member that causes extended absence from work.
5. Employees who wish to apply to use the sick leave pool must contact the Association President or his/her designee and must complete the application to receive days from the sick leave pool, using the Sick Leave Need Request Form. Employees who wish to use the sick leave pool for their own illness or injury must first make application for STRS disability and provide verification of that application. For the purposes of this article, verification will consist of a copy of the application and a receipt of the certified mail to STRS. A copy of the verification will be sent to the Board Treasurer and the Human Resource Department. If an employee fails or refuses to timely make application for STRS Disability, the employee will lose the privilege of using the sick leave pool. The employee may use the sick leave pool until the STRS Disability decision is rendered. If application for STRS disability is denied, the employee shall continue to use the sick leave pool. The time restrictions and the requirements may be waived by the Superintendent.
6. If STRS disability benefits are granted, the employee is no longer eligible to participate in the sick leave pool.
7. When teachers exhaust their sick leave days, they may apply for the number of days needed to resolve their medical problems. The maximum number of days a teacher will be allowed to apply for is the remainder of the school year for the teacher's own illness or injury and fifteen (15) days for illness or injury of immediate family members. Any unused

portion of the pool shall remain in existence for the applicant only for the following year in case of relapse or complications. If during the following year the additional days for the applicant are not needed, they will be forfeited at the completion of the school year.

8. Teachers will inform in writing the Superintendent and the TALCS President of their request for additional sick leave days. The TALCS President and the applicant will then be responsible for notifying the membership of the request for additional sick days.

9. Another form, the Sick Leave Donation Authorization Form, is available to members who wish to donate days to the sick leave pool. Both forms are available at <http://www.eslakeeriewest.org>

10. Eligibility for leave is on the same basis as sick leave under this Article except as limited by Paragraph Four (4) above, and no employee who has abused sick leave is eligible either to donate to or to participate in the sick leave pool.

11. Forms for sick leave pool requests and donations may be found on the website at <http://www.eslakeeriewest.org>.

Article 29 - Personal Leave

Each employee shall be granted three (3) personal leave days per year. Unused personal leave shall not accumulate from year to year. A minimum of one-half (1/2) day must be taken if personal leave is required. Personal leave shall be used only for emergencies or business which cannot be conducted before or after work hours. Personal leave cannot be used in lieu of other leaves authorized by this Agreement, except religious leave. Personal leave shall not be used for recreational, social, fraternal or civic purposes, for outside employment of the employee or spouse, or for strikes. Personal leave will not be taken the day before or the day after a holiday except in the case of an emergency.

Employees must submit requests for personal leave to their supervisor on a Board-approved form. Forms are available on the website at www.eslakeeriewest.org. Employees requesting more than one (1) consecutive day of personal leave must state the specific reason for the leave on the form. Requests must be submitted at least five (5) days in advance of the requested day, except in case of emergency. Requests will be forwarded to the superintendent's office and will be approved or denied within a reasonable time, not to exceed three (3) work days.

Requests for personal leave will be approved if the reason for personal leave is allowed by this article and a substitute can be found. Except in the case of an observed Religious holiday requiring absence from work no more than six (6) employees will be approved for personal leave on the same day. An employee whose request is denied because of this limitation who believes he or she has special circumstances may submit a written appeal to the superintendent. The superintendent will respond in writing.

Use of personal leave under false pretense or using personal leave for purposes not approved in this article will be grounds for dismissal.

Employees who have not used the maximum number of personal leave days allowed may, at the end of the contract year, elect to have the unused days transferred to their unused sick leave balance. Days transferred will be deemed used at the time of the request to transfer. Employees who have used no personal days may elect to receive a fifty dollar (\$50.00) (total) cash payment in lieu of a rollover. Employees must notify the board in writing of their election by August 1. Payment will be made by September 30.

Article 30 - Religious Leave

Upon approval of the Employer, a bargaining unit member may be granted a leave of absence without pay for observed religious holidays requiring abstinence from work as identified by a duly constituted religious body. Leave granted may not exceed three (3) days per year. "Year" for purposes of this article shall mean September 1 to August 31.

Personal leave or compensatory time accrued during the year may be used in lieu of leave provided by this Article. Application for religious leave shall be submitted at least five (5) days prior to the requested leave date(s). When exercising its discretion to grant or deny leave, the Board shall make a reasonable accommodation to the employee if such accommodation can be made.

Article 31 - Professional Leave

A. The Superintendent may request that an employee attend professional meetings or conferences (other than regular meetings or conferences in the normal work year). In such cases, attendance will be without loss of pay, and reasonable and necessary expenses incurred shall be reimbursed by the Employer after adequate written proof of expenditure is given by the employee to the Employer.

B. The employee may request to attend professional meetings or conferences (other than regular meetings or conferences in the normal work year). The request shall be made to the Superintendent or his/her designee through the employee's immediate supervisor. The meeting or conference must be consistent with personal, professional and organizational goals for the year. The approval given may be with or without pay and with or without expense reimbursement as recited in Section A. Employees who attend approved professional development activities after school hours during the school year may, with advance approval, apply a maximum of fifteen (15) hours (two days) toward extended contract days in that school year. All decisions are final and not grievable.

C. The Board will provide a budget of \$5,000 per year for reimbursement of professional leave expenses. A pro-rated payment will be made at the end of each year for approved expenses. The Board will provide an accounting of the \$5,000 expenditure to the TALCS by August 30, of each year.

D. Employees will work with supervisors and the Superintendent or his/her designee to secure available grant funds for professional development.

E. The Board will provide professional development opportunities throughout the year through Safe Schools, regular staff meetings and/or by coordinating professional development within each program area on days/times that do not interfere with normal work duties (e.g. district late start days and/or district professional development days). Professional development may also be provided during after-school in-services and on contract days before or after district assignments begin. When the professional development meets the standards for High Quality Professional Development as defined by the Ohio Standards for Professional Development, contact hour certificates will be provided to participants by the Department of Human Resources and Professional Development.

Article 32 - Administrative/Court Appearances

- A. A member of the bargaining unit shall receive his/her regular rate of pay while serving on jury duty. Jury duty service shall include time while on call as well as actually serving on a jury. Employees shall be required to pay over jury fees to the Employer.
- B. Any member of the bargaining unit who is subpoenaed to an administrative hearing and/or a court shall experience no loss in salary while responding to said subpoena.
- C. Such appearance(s) shall not be charged against any other leave in this Agreement.
- D. At least three (3) days written notice shall be given to the Board before leave is taken. Written notice shall include a copy of the jury duty notice or subpoena.

Article 33 - Child Care Leave

- A. The Board shall grant a leave of absence, without pay, for child care of an infant and/or the care of a newly-adopted child provided that the employee has a minimum of four (4) years of continuous employment with the Board at the time the request for leave is made.
- B. When requesting child care leave, the employee shall notify the Superintendent or his/her designee in writing at least thirty (30) calendar days in advance of the date he/she intends said leave to commence, indicating the anticipated starting and ending dates of said leave. Leave shall not exceed one (1) year and the Employer may require the employee to remain on leave until the beginning of a semester even if beyond one (1) year.
- C. Employees on child care leave will return only to vacant positions for which they are qualified. In the event that no such vacant position exists, the reduction-in-force procedures of this Agreement shall apply and the Board may elect the program or programs in which the reduction-in-force is to occur.
- D. A leave of absence will terminate automatically if the employee's contract is not renewed.
- E. Employees on leave will not be eligible for insurance benefits unless the employee elects to retain insurances by making pro rata monthly payments to the treasurer of one hundred percent (100%) of all premium payments. Upon election to continue insurance, the member must pay in

advance monthly premium payments to the Board on or before the tenth (10th) day of the month. Failure to timely pay premiums when due shall permit the Employer to cancel insurance coverage for the employee.

F. The employee will not accrue credit for placement on the salary schedule while on leave. The employee will retain unused sick leave credit while on leave but will not accrue additional sick leave while on leave. The employee will not be entitled to any other leave provided by this Agreement while on child care leave.

G. Notwithstanding the language herein, the Board will comply with the Family and Medical Leave Act of 1993, as amended, for eligible employees.

Article 34 - Leave of Absence

Upon approval of the Employer, a bargaining unit member may be granted a leave of absence without pay not to exceed five (5) days per request. The employee may not grieve the Employer's decisions authorized by this Article.

TALCS
Article 35 – SALARY INDEX
 SCHEDULE

YEARS	BA	BA+22	MA	MA+22	SPEC
0	1.0000	1.0380	1.0950	1.1330	1.1355
1	1.0380	1.0810	1.1430	1.1810	1.1835
2	1.0760	1.1240	1.1910	1.2290	1.2315
3	1.1140	1.1670	1.2390	1.2770	1.2795
4	1.1520	1.2100	1.2870	1.3250	1.3275
5	1.1900	1.2530	1.3350	1.3730	1.3755
6	1.2280	1.2960	1.3830	1.4210	1.4235
7	1.2660	1.3390	1.4310	1.4690	1.4715
8	1.3040	1.3820	1.4790	1.5170	1.5195
9	1.3420	1.4250	1.5270	1.5650	1.5675
10	1.3900	1.4780	1.5850	1.6230	1.6255
11	1.4280	1.5210	1.6330	1.6710	1.6735
12	1.4660	1.5640	1.6810	1.7190	1.7215
13	1.5038	1.6044	1.7290	1.7670	1.7695
17	1.5426	1.6458	1.7776	1.8150	1.8175
20	1.5806	1.6838	1.8156	1.8530	1.8555

TALCS
TALCS
Article 36 – SALARY SCHEDULE
2014-15

2% INCREASE YEARS	BA	BA+22	MA	MA+22	9 MO SPEC
0	\$37,037 1.0000	\$38,444 1.0380	\$40,556 1.0950	\$41,963 1.1330	\$42,056 1.1355
1	\$38,444 1.0380	\$40,037 1.0810	\$42,333 1.1430	\$43,741 1.1810	\$43,833 1.1835
2	\$39,852 1.0760	\$41,630 1.1240	\$44,111 1.1910	\$45,518 1.2290	\$45,611 1.2315
3	\$41,259 1.1140	\$43,222 1.1670	\$45,889 1.2390	\$47,296 1.2770	\$47,389 1.2795
4	\$42,667 1.1520	\$44,815 1.2100	\$47,667 1.2870	\$49,074 1.3250	\$49,167 1.3275
5	\$44,074 1.1900	\$46,407 1.2530	\$49,444 1.3350	\$50,852 1.3730	\$50,944 1.3755
6	\$45,481 1.2280	\$48,000 1.2960	\$51,222 1.3830	\$52,630 1.4210	\$52,722 1.4235
7	\$46,889 1.2660	\$49,593 1.3390	\$53,000 1.4310	\$54,407 1.4690	\$54,500 1.4715
8	\$48,296 1.3040	\$51,185 1.3820	\$54,778 1.4790	\$56,185 1.5170	\$56,278 1.5195
9	\$49,704 1.3420	\$52,778 1.4250	\$56,555 1.5270	\$57,963 1.5650	\$58,055 1.5675
10	\$51,481 1.3900	\$54,741 1.4780	\$58,704 1.5850	\$60,111 1.6230	\$60,204 1.6255
11	\$52,889 1.4280	\$56,333 1.5210	\$60,481 1.6330	\$61,889 1.6710	\$61,981 1.6735
12	\$54,296 1.4660	\$57,926 1.5640	\$62,259 1.6810	\$63,667 1.7190	\$63,759 1.7215
13	\$55,696 1.5038	\$59,422 1.6044	\$64,037 1.7290	\$65,444 1.7670	\$65,537 1.7695
17	\$57,133 1.5426	\$60,955 1.6458	\$65,837 1.7776	\$67,222 1.8150	\$67,315 1.8175
20	\$58,541 1.5806	\$62,363 1.6838	\$67,244 1.8156	\$68,630 1.8530	\$68,722 1.8555

TALCS
Article 36 – SALARY SCHEDULE
2015-16

1.5% INCREASE YEARS	BA	BA+22	MA	MA+22	9 MO SPEC
0	\$37,593 1.0000	\$39,022 1.0380	\$41,164 1.0950	\$42,593 1.1330	\$42,687 1.1355
1	\$39,022 1.0380	\$40,638 1.0810	\$42,969 1.1430	\$44,397 1.1810	\$44,491 1.1835
2	\$40,450 1.0760	\$42,255 1.1240	\$44,773 1.1910	\$46,202 1.2290	\$46,296 1.2315
3	\$41,879 1.1140	\$43,871 1.1670	\$46,578 1.2390	\$48,006 1.2770	\$48,100 1.2795
4	\$43,307 1.1520	\$45,488 1.2100	\$48,382 1.2870	\$49,811 1.3250	\$49,905 1.3275
5	\$44,736 1.1900	\$47,104 1.2530	\$50,187 1.3350	\$51,615 1.3730	\$51,709 1.3755
6	\$46,164 1.2280	\$48,721 1.2960	\$51,991 1.3830	\$53,420 1.4210	\$53,514 1.4235
7	\$47,593 1.2660	\$50,337 1.3390	\$53,796 1.4310	\$55,224 1.4690	\$55,318 1.4715
8	\$49,021 1.3040	\$51,954 1.3820	\$55,600 1.4790	\$57,029 1.5170	\$57,123 1.5195
9	\$50,450 1.3420	\$53,570 1.4250	\$57,405 1.5270	\$58,833 1.5650	\$58,927 1.5675
10	\$52,254 1.3900	\$55,562 1.4780	\$59,585 1.5850	\$61,013 1.6230	\$61,107 1.6255
11	\$53,683 1.4280	\$57,179 1.5210	\$61,389 1.6330	\$62,818 1.6710	\$62,912 1.6735
12	\$55,111 1.4660	\$58,795 1.5640	\$63,194 1.6810	\$64,622 1.7190	\$64,716 1.7215
13	\$56,532 1.5038	\$60,314 1.6044	\$64,998 1.7290	\$66,427 1.7670	\$66,521 1.7695
17	\$57,991 1.5426	\$61,871 1.6458	\$66,825 1.7776	\$68,231 1.8150	\$68,325 1.8175
20	\$59,419 1.5806	\$63,299 1.6838	\$68,254 1.8156	\$69,660 1.8530	\$69,754 1.8555

TALCS
Article 36 – SALARY SCHEDULE
2016-17

1.5% INCREASE YEARS	BA	BA+22	MA	MA+22	9 MO SPEC
0	\$38,157 1.0000	\$39,607 1.0380	\$41,782 1.0950	\$43,232 1.1330	\$43,327 1.1355
1	\$39,607 1.0380	\$41,248 1.0810	\$43,613 1.1430	\$45,063 1.1810	\$45,159 1.1835
2	\$41,057 1.0760	\$42,888 1.1240	\$45,445 1.1910	\$46,895 1.2290	\$46,990 1.2315
3	\$42,507 1.1140	\$44,529 1.1670	\$47,277 1.2390	\$48,726 1.2770	\$48,822 1.2795
4	\$43,957 1.1520	\$46,170 1.2100	\$49,108 1.2870	\$50,558 1.3250	\$50,653 1.3275
5	\$45,407 1.1900	\$47,811 1.2530	\$50,940 1.3350	\$52,390 1.3730	\$52,485 1.3755
6	\$46,857 1.2280	\$49,451 1.2960	\$52,771 1.3830	\$54,221 1.4210	\$54,316 1.4235
7	\$48,307 1.2660	\$51,092 1.3390	\$54,603 1.4310	\$56,053 1.4690	\$56,148 1.4715
8	\$49,757 1.3040	\$52,733 1.3820	\$56,434 1.4790	\$57,884 1.5170	\$57,980 1.5195
9	\$51,207 1.3420	\$54,374 1.4250	\$58,266 1.5270	\$59,716 1.5650	\$59,811 1.5675
10	\$53,038 1.3900	\$56,396 1.4780	\$60,479 1.5850	\$61,929 1.6230	\$62,024 1.6255
11	\$54,488 1.4280	\$58,037 1.5210	\$62,310 1.6330	\$63,760 1.6710	\$63,856 1.6735
12	\$55,938 1.4660	\$59,678 1.5640	\$64,142 1.6810	\$65,592 1.7190	\$65,687 1.7215
13	\$57,380 1.5038	\$61,219 1.6044	\$65,973 1.7290	\$67,423 1.7670	\$67,519 1.7695
17	\$58,861 1.5426	\$62,799 1.6458	\$67,828 1.7776	\$69,255 1.8150	\$69,350 1.8175
20	\$60,311 1.5806	\$64,249 1.6838	\$69,278 1.8156	\$70,705 1.8530	\$70,800 1.8555

TALCS
Article 36 – SALARY SCHEDULE
2014-15

2% INCREASE YEARS	BA	BA+22	MA	MA+22	10 MO SPEC
0	\$39,007 1.0000	\$40,489 1.0380	\$42,713 1.0950	\$44,195 1.1330	\$44,292 1.1355
1	\$40,489 1.0380	\$42,167 1.0810	\$44,585 1.1430	\$46,067 1.1810	\$46,165 1.1835
2	\$41,972 1.0760	\$43,844 1.1240	\$46,457 1.1910	\$47,940 1.2290	\$48,037 1.2315
3	\$43,454 1.1140	\$45,521 1.1670	\$48,330 1.2390	\$49,812 1.2770	\$49,909 1.2795
4	\$44,936 1.1520	\$47,198 1.2100	\$50,202 1.2870	\$51,684 1.3250	\$51,782 1.3275
5	\$46,418 1.1900	\$48,876 1.2530	\$52,074 1.3350	\$53,557 1.3730	\$53,654 1.3755
6	\$47,901 1.2280	\$50,553 1.2960	\$53,947 1.3830	\$55,429 1.4210	\$55,526 1.4235
7	\$49,383 1.2660	\$52,230 1.3390	\$55,819 1.4310	\$57,301 1.4690	\$57,399 1.4715
8	\$50,865 1.3040	\$53,908 1.3820	\$57,691 1.4790	\$59,174 1.5170	\$59,271 1.5195
9	\$52,347 1.3420	\$55,585 1.4250	\$59,564 1.5270	\$61,046 1.5650	\$61,143 1.5675
10	\$54,220 1.3900	\$57,652 1.4780	\$61,826 1.5850	\$63,308 1.6230	\$63,406 1.6255
11	\$55,702 1.4280	\$59,330 1.5210	\$63,698 1.6330	\$65,181 1.6710	\$65,278 1.6735
12	\$57,184 1.4660	\$61,007 1.5640	\$65,571 1.6810	\$67,053 1.7190	\$67,151 1.7215
13	\$58,659 1.5038	\$62,583 1.6044	\$67,443 1.7290	\$68,925 1.7670	\$69,023 1.7695
17	\$60,172 1.5426	\$64,198 1.6458	\$69,339 1.7776	\$70,798 1.8150	\$70,895 1.8175
20	\$61,654 1.5806	\$65,680 1.6838	\$70,821 1.8156	\$72,280 1.8530	\$72,377 1.8555

TALCS
Article 36 – SALARY SCHEDULE
2015-16

1.5% INCREASE YEARS	BA	BA+22	MA	MA+22	10 MO SPEC
0	\$39,592 1.0000	\$41,096 1.0380	\$43,353 1.0950	\$44,858 1.1330	\$44,957 1.1355
1	\$41,096 1.0380	\$42,799 1.0810	\$45,254 1.1430	\$46,758 1.1810	\$46,857 1.1835
2	\$42,601 1.0760	\$44,501 1.1240	\$47,154 1.1910	\$48,659 1.2290	\$48,758 1.2315
3	\$44,105 1.1140	\$46,204 1.1670	\$49,054 1.2390	\$50,559 1.2770	\$50,658 1.2795
4	\$45,610 1.1520	\$47,906 1.2100	\$50,955 1.2870	\$52,459 1.3250	\$52,558 1.3275
5	\$47,114 1.1900	\$49,609 1.2530	\$52,855 1.3350	\$54,360 1.3730	\$54,459 1.3755
6	\$48,619 1.2280	\$51,311 1.2960	\$54,756 1.3830	\$56,260 1.4210	\$56,359 1.4235
7	\$50,123 1.2660	\$53,014 1.3390	\$56,656 1.4310	\$58,161 1.4690	\$58,260 1.4715
8	\$51,628 1.3040	\$54,716 1.3820	\$58,557 1.4790	\$60,061 1.5170	\$60,160 1.5195
9	\$53,132 1.3420	\$56,419 1.4250	\$60,457 1.5270	\$61,961 1.5650	\$62,060 1.5675
10	\$55,033 1.3900	\$58,517 1.4780	\$62,753 1.5850	\$64,258 1.6230	\$64,357 1.6255
11	\$56,537 1.4280	\$60,219 1.5210	\$64,654 1.6330	\$66,158 1.6710	\$66,257 1.6735
12	\$58,042 1.4660	\$61,922 1.5640	\$66,554 1.6810	\$68,059 1.7190	\$68,158 1.7215
13	\$59,538 1.5038	\$63,521 1.6044	\$68,455 1.7290	\$69,959 1.7670	\$70,058 1.7695
17	\$61,075 1.5426	\$65,161 1.6458	\$70,379 1.7776	\$71,859 1.8150	\$71,958 1.8175
20	\$62,579 1.5806	\$66,665 1.6838	\$71,883 1.8156	\$73,364 1.8530	\$73,463 1.8555

TALCS
Article 36 – SALARY SCHEDULE
2016-17

1.5% INCREASE YEARS	BA	BA+22	MA	MA+22	10 MO SPEC
0	\$40,186 1.0000	\$41,713 1.0380	\$44,004 1.0950	\$45,531 1.1330	\$45,631 1.1355
1	\$41,713 1.0380	\$43,441 1.0810	\$45,933 1.1430	\$47,460 1.1810	\$47,560 1.1835
2	\$43,240 1.0760	\$45,169 1.1240	\$47,862 1.1910	\$49,389 1.2290	\$49,489 1.2315
3	\$44,767 1.1140	\$46,897 1.1670	\$49,790 1.2390	\$51,318 1.2770	\$51,418 1.2795
4	\$46,294 1.1520	\$48,625 1.2100	\$51,719 1.2870	\$53,246 1.3250	\$53,347 1.3275
5	\$47,821 1.1900	\$50,353 1.2530	\$53,648 1.3350	\$55,175 1.3730	\$55,276 1.3755
6	\$49,348 1.2280	\$52,081 1.2960	\$55,577 1.3830	\$57,104 1.4210	\$57,205 1.4235
7	\$50,875 1.2660	\$53,809 1.3390	\$57,506 1.4310	\$59,033 1.4690	\$59,134 1.4715
8	\$52,403 1.3040	\$55,537 1.3820	\$59,435 1.4790	\$60,962 1.5170	\$61,063 1.5195
9	\$53,930 1.3420	\$57,265 1.4250	\$61,364 1.5270	\$62,891 1.5650	\$62,992 1.5675
10	\$55,859 1.3900	\$59,395 1.4780	\$63,695 1.5850	\$65,222 1.6230	\$65,322 1.6255
11	\$57,386 1.4280	\$61,123 1.5210	\$65,624 1.6330	\$67,151 1.6710	\$67,251 1.6735
12	\$58,913 1.4660	\$62,851 1.5640	\$67,553 1.6810	\$69,080 1.7190	\$69,180 1.7215
13	\$60,432 1.5038	\$64,474 1.6044	\$69,482 1.7290	\$71,009 1.7670	\$71,109 1.7695
17	\$61,991 1.5426	\$66,138 1.6458	\$71,435 1.7776	\$72,938 1.8150	\$73,038 1.8175
20	\$63,518 1.5806	\$67,665 1.6838	\$72,962 1.8156	\$74,465 1.8530	\$74,565 1.8555

TALCS
Article 36 – SALARY SCHEDULE
2014-15

2% INCREASE YEARS	BA	BA+22	MA	MA+22	12 MO SPEC
0	\$46,887 1.0000	\$48,669 1.0380	\$51,341 1.0950	\$53,123 1.1330	\$53,240 1.1355
1	\$48,669 1.0380	\$50,685 1.0810	\$53,592 1.1430	\$55,374 1.1810	\$55,491 1.1835
2	\$50,450 1.0760	\$52,701 1.1240	\$55,842 1.1910	\$57,624 1.2290	\$57,741 1.2315
3	\$52,232 1.1140	\$54,717 1.1670	\$58,093 1.2390	\$59,875 1.2770	\$59,992 1.2795
4	\$54,014 1.1520	\$56,733 1.2100	\$60,344 1.2870	\$62,125 1.3250	\$62,242 1.3275
5	\$55,796 1.1900	\$58,749 1.2530	\$62,594 1.3350	\$64,376 1.3730	\$64,493 1.3755
6	\$57,577 1.2280	\$60,766 1.2960	\$64,845 1.3830	\$66,626 1.4210	\$66,744 1.4235
7	\$59,359 1.2660	\$62,782 1.3390	\$67,095 1.4310	\$68,877 1.4690	\$68,994 1.4715
8	\$61,141 1.3040	\$64,798 1.3820	\$69,346 1.4790	\$71,128 1.5170	\$71,245 1.5195
9	\$62,922 1.3420	\$66,814 1.4250	\$71,596 1.5270	\$73,378 1.5650	\$73,495 1.5675
10	\$65,173 1.3900	\$69,299 1.4780	\$74,316 1.5850	\$76,098 1.6230	\$76,215 1.6255
11	\$66,955 1.4280	\$71,315 1.5210	\$76,566 1.6330	\$78,348 1.6710	\$78,465 1.6735
12	\$68,736 1.4660	\$73,331 1.5640	\$78,817 1.6810	\$80,599 1.7190	\$80,716 1.7215
13	\$70,509 1.5038	\$75,226 1.6044	\$81,068 1.7290	\$82,849 1.7670	\$82,967 1.7695
17	\$72,328 1.5426	\$77,167 1.6458	\$83,346 1.7776	\$85,100 1.8150	\$85,217 1.8175
20	\$74,110 1.5806	\$78,948 1.6838	\$85,128 1.8156	\$86,882 1.8530	\$86,999 1.8555

TALCS
Article 36 – SALARY SCHEDULE
2015-16

1.5% INCREASE YEARS	BA	BA+22	MA	MA+22	12 MO SPEC
0	\$47,590 1.0000	\$49,398 1.0380	\$52,111 1.0950	\$53,919 1.1330	\$54,038 1.1355
1	\$49,398 1.0380	\$51,445 1.0810	\$54,395 1.1430	\$56,204 1.1810	\$56,323 1.1835
2	\$51,207 1.0760	\$53,491 1.1240	\$56,680 1.1910	\$58,488 1.2290	\$58,607 1.2315
3	\$53,015 1.1140	\$55,538 1.1670	\$58,964 1.2390	\$60,772 1.2770	\$60,891 1.2795
4	\$54,824 1.1520	\$57,584 1.2100	\$61,248 1.2870	\$63,057 1.3250	\$63,176 1.3275
5	\$56,632 1.1900	\$59,630 1.2530	\$63,533 1.3350	\$65,341 1.3730	\$65,460 1.3755
6	\$58,441 1.2280	\$61,677 1.2960	\$65,817 1.3830	\$67,625 1.4210	\$67,744 1.4235
7	\$60,249 1.2660	\$63,723 1.3390	\$68,101 1.4310	\$69,910 1.4690	\$70,029 1.4715
8	\$62,057 1.3040	\$65,769 1.3820	\$70,386 1.4790	\$72,194 1.5170	\$72,313 1.5195
9	\$63,866 1.3420	\$67,816 1.4250	\$72,670 1.5270	\$74,478 1.5650	\$74,597 1.5675
10	\$66,150 1.3900	\$70,338 1.4780	\$75,430 1.5850	\$77,239 1.6230	\$77,358 1.6255
11	\$67,959 1.4280	\$72,384 1.5210	\$77,714 1.6330	\$79,523 1.6710	\$79,642 1.6735
12	\$69,767 1.4660	\$74,431 1.5640	\$79,999 1.6810	\$81,807 1.7190	\$81,926 1.7215
13	\$71,566 1.5038	\$76,353 1.6044	\$82,283 1.7290	\$84,092 1.7670	\$84,211 1.7695
17	\$73,412 1.5426	\$78,324 1.6458	\$84,596 1.7776	\$86,376 1.8150	\$86,495 1.8175
20	\$75,221 1.5806	\$80,132 1.6838	\$86,404 1.8156	\$88,184 1.8530	\$88,303 1.8555

TALCS
Article 36 – SALARY SCHEDULE
2016-17

1.5% INCREASE YEARS	BA	BA+22	MA	MA+22	12 MO SPEC
0	\$48,304 1.0000	\$50,140 1.0380	\$52,893 1.0950	\$54,728 1.1330	\$54,849 1.1355
1	\$50,140 1.0380	\$52,217 1.0810	\$55,211 1.1430	\$57,047 1.1810	\$57,168 1.1835
2	\$51,975 1.0760	\$54,294 1.1240	\$57,530 1.1910	\$59,366 1.2290	\$59,486 1.2315
3	\$53,811 1.1140	\$56,371 1.1670	\$59,849 1.2390	\$61,684 1.2770	\$61,805 1.2795
4	\$55,646 1.1520	\$58,448 1.2100	\$62,167 1.2870	\$64,003 1.3250	\$64,124 1.3275
5	\$57,482 1.1900	\$60,525 1.2530	\$64,486 1.3350	\$66,321 1.3730	\$66,442 1.3755
6	\$59,317 1.2280	\$62,602 1.2960	\$66,804 1.3830	\$68,640 1.4210	\$68,761 1.4235
7	\$61,153 1.2660	\$64,679 1.3390	\$69,123 1.4310	\$70,959 1.4690	\$71,079 1.4715
8	\$62,988 1.3040	\$66,756 1.3820	\$71,442 1.4790	\$73,277 1.5170	\$73,398 1.5195
9	\$64,824 1.3420	\$68,833 1.4250	\$73,760 1.5270	\$75,596 1.5650	\$75,717 1.5675
10	\$67,143 1.3900	\$71,393 1.4780	\$76,562 1.5850	\$78,397 1.6230	\$78,518 1.6255
11	\$68,978 1.4280	\$73,470 1.5210	\$78,880 1.6330	\$80,716 1.6710	\$80,837 1.6735
12	\$70,814 1.4660	\$75,547 1.5640	\$81,199 1.6810	\$83,035 1.7190	\$83,155 1.7215
13	\$72,640 1.5038	\$77,499 1.6044	\$83,518 1.7290	\$85,353 1.7670	\$85,474 1.7695
17	\$74,514 1.5426	\$79,499 1.6458	\$85,865 1.7776	\$87,672 1.8150	\$87,793 1.8175
20	\$76,349 1.5806	\$81,334 1.6838	\$87,701 1.8156	\$89,507 1.8530	\$89,628 1.8555

1. Certified Hourly Wage

Extended Day Teachers 17.26

2. General Considerations

Hours beyond the Bachelors and hours beyond the Masters are to be construed as semester hours.

3. Employee Stipend

The Board will provide a stipend on the first pay period in June each year in the amount of five hundred dollars (\$500.00) payable to all qualified bargaining unit members employed by the Board for the 12 months immediately preceding the payment.

Article 37 - Incentive Awards

The Board shall award cash or gifts not to exceed \$50.00 for Staff Person(s) of the Month.

Article 38 - Mileage

The Board shall reimburse bargaining unit members monthly at the lower of the IRS approved rate or .60 per mile for scheduled work related mileage driven by the bargaining unit member in the course of his/her job. Reimbursement shall be made only after written documentation of mileage is submitted to the Employer.

Mileage reimbursement is never available for mileage to/from the work assignments at the beginning and the end of the day's assignment.

Reimbursement is available only when the automobile used is owned or leased by the employee or spouse.

Article 39 - Insurances

A. For full-time employees only and tutors, the Board shall continue to provide for existing or substantially similar hospitalization, physician, and major medical care coverage, and for existing or substantially similar dental, vision, and life insurance coverage. Single and Family coverage shall be on a shared cost basis with the following percentages of premium paid by the employee by pro-rated payroll deduction from the last paycheck each month:

Until December 31, 2014:

Hospitalization	15%	Dental	0%
Physician	15%	Vision	0%
Major medical	15%	Life Insurance	0%

Effective January 1, 2015:

	Plan A	90/10 plan	Plan C (HSA)
Hospitalization	20%	15%	5%
Physician	20%	15%	5%
Major medical	20%	15%	5%
Dental	0%		
Vision	0%		
Life Insurance	0%		

- B. For any employee who switches to Plan C, on a one time basis only and in the employee's first year on Plan C, the Board will contribute a total of \$1,500, to the employee's HSA account. Payment will be made in equal monthly installments during the first year of participation.
- C. The Board may change insurance carriers for reasons of either service or price.
- D. The Board may institute and pay for a private review and educational program.
- E. The Board shall defend and indemnify employees as provided by Ohio law and may provide liability coverage to one or more employees.
- F. Any employee may elect not to participate in insurance identified in Section A of this Article. Eligible employees who elect not to participate in insurance for an insurance contract year shall be paid the sum of \$2,000 at the end of the insurance contract year providing that 20% of the bargaining unit members elect to participate. This incentive improvement is only offered in the first year of this contract. If 20% do not participate, it will revert to the previous incentive of \$500.
- G. The Board shall provide an IRS approved 125 plan for qualifying medical expenses, child care and elder care at no cost to the employee. Contributions made by the employee to such approved plan are governed by the IRS guidelines.

Article 40 - Retirement and Severance

A certified employee with ten (10) or more years of service with the Board who retires under the provisions of the State Teacher Retirement System (STRS) from the Board shall be paid for three (3) days for each year of service with the Board. The maximum payment which may be made shall be ninety (90) days service. Effective August 16, 1995 the maximum payment increases to sixty (60) days service. Effective August 16, 1996 the maximum payment increases to sixty-five (65) days service. Such payment shall be based on the employee's rate of pay at the time of retirement. Payment for severance on this basis shall be considered as eliminating all sick leave credit as permitted by law and this agreement. Payment made pursuant to this Article shall be made only after written proof of eligibility for retirement benefits under STRS. This provision supersedes provisions of O.R.C. 3319.141 and 124.39.

A certified employee who is eligible for severance under this Article, and who notifies the Board in writing of his or her retirement before the November Board meeting in the school year in which he or she retires, will receive a payment of \$1,500. Employees who are eligible for severance and

notify the Board in writing of their retirement before March 1 of the school year in which they retire will receive a payment of \$1,000.

Severance payments pursuant to this Article will be made only after submission of written proof of eligibility for retirement benefits under STRS. Eligible employees will receive the \$1,500 or \$1,000 payment after submitting proof of receipt of their first retirement check from STRS.

In case of death, severance will be paid to the beneficiary(ies) designated by the employee on a form provided by the Board or, if none, to the surviving spouse of the employee, if permitted by law, or, if not permitted by law to be so paid, then to the estate of the deceased employee.

Article 41 - Severability

Should the State Employment Relations Board or any Court of competent jurisdiction, determine, after all appeals or times for appeal have been exhausted, that any provision herein is unlawful, such provision shall be automatically terminated but all other provisions of the Agreement shall remain in full force and effect.

Within thirty (30) days after the final determination referred to in paragraph one, either party may serve notice on the other party that it wishes to bargain over the affected provision or provisions of the Agreement. Negotiations will then proceed pursuant to provisions of Article 2, Section C.

Article 42 - Master Agreement

The Association shall provide to each bargaining unit member a copy of the Master Agreement within thirty (30) days of ratification of the contract or within fifteen (15) days of the bargaining unit member's initial employment, whichever is later. Twenty-five (25) copies shall be provided to the Board for its use. The costs of production of the Agreement shall be borne equally by the parties to the contract, total costs of production not to exceed two dollars (\$2.00) per copy.

Article 43 - Miscellaneous

A. Medical Procedures

Members of the bargaining unit shall follow the medication policy of the board of Education that operates the building where the medication is to be dispensed. However, if the medication policy requires bargaining unit members to administer medications through a G-Tube, the Board instead will provide a private duty nurse, or a bargaining unit nurse, or someone else trained to administer medication through a G-Tube.

B. Local Professional Development Committee

1. A Local Professional Development Committee (LPDC) shall be established to oversee and review Professional Development Plans for course work, continuing education units, and/or other equivalent activities. If a consortium exists that the Board participates in, all provisions of this Article 43B are subject to modification to conform to consortium decisions.

2. Term of Office

The term of office for members serving on the committee shall be two years.

Terms will be staggered with three members appointed to the committee in the first year for a one year term and two members appointed to the committee in the first year for two year terms.

3. Committee Composition and Selection

a. The committee shall be comprised of five members as follows:

Three teachers, one of whom shall be a delegate to the consortium.

One administrator

One other District employee

b. The three teacher members shall be appointed by the President of the Association. The administrator member shall be selected by the other administrators employed by the ESCLEW. The other District employee member shall be appointed by the Superintendent.

c. In the event of a vacancy, the committee member shall be replaced in accordance with Paragraph B, above.

4. Chairperson

The committee chairperson shall be determined by majority vote of the committee members.

5. Decisions shall be made by a majority vote of the committee members present and voting. A majority of members must be present for a vote.

6. Training

a. Members of the LPDC shall be afforded the opportunity to attend training on the purpose, responsibilities, functioning and legal requirements of LPDC's.

b. If the available training is during work hours, the committee members shall be given paid release time to attend. If the training is available outside of work hours, bargaining unit members will receive a \$200 stipend for all participation in all training and all meetings both of the LPDC and the consortium.

c. LPDC training for committee members shall constitute appropriate "equivalent activities" for purposes of the committee members' own individual development plans if the consortium so decides.

7. Meetings

The LPDC shall meet as often as the members deem necessary to complete their work provided that the LPDC meets the week prior to any consortium meeting. Not later than September 10 each year, the committee shall notify all employees of their meeting schedule. Additional meetings may be scheduled as necessary. For meetings held during work hours, the committee members shall be given paid release time to attend.

8. Appeals Process

Within thirty (30) days of publication of the Ohio State Department of Education regulations/guidelines on LPDC appeals, the Association and the Board shall meet to determine the appeals procedure which will herein apply.

9. Effective Date

This committee will be appointed/chosen and will begin meeting by September 1, 1997.

C. Picket Lines

Members of the bargaining unit cannot be assigned to work stations that would require them to cross the picket line of teachers represented by the OEA conducting a lawful strike.

Article 44 - Mandatory Legal Obligations

Nothing in this Agreement shall be construed to prohibit the Board from meeting the mandatory obligations imposed by law.

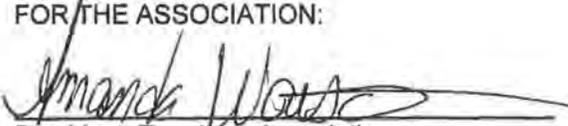
Article 45 - Contract Terms Prevail

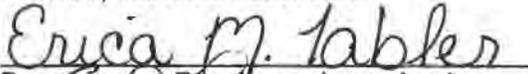
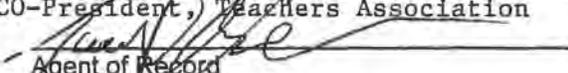
To the extent any terms of the contract are inconsistent with obligations imposed by the Ohio Revised Code, the contract terms supersede and prevail over such statutory provisions to the extent permitted by law.

Article 46 - Implementation & Duration

This Contract shall be effective at 12:01 A.M. on August 16, 2014, and shall remain in full force and effect through midnight August 15, 2017.

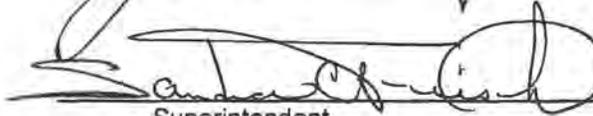
FOR THE ASSOCIATION:


CO- President, Teachers Association


CO- President, Teachers Association

Agent of Record

10-14-2014
Date


President, Board of Education


Superintendent

10-14-2014
Date

Assn. ratified:

Bd. ratified: 10-14-14

APPENDIX A

GRIEVANCE FORM - ESCLEW
OFFICE OF EDUCATION

INFORMAL DISCUSSION BETWEEN GRIEVANT AND IMMEDIATE SUPERIOR.

YES NO
HELD

STEP ONE - Grievant's statement of alleged grievance: _____

Date Grievance Allegedly Occurred: _____

Article(s) and Section(s) of Agreement Allegedly Violated:

Relief Sought::

Date of Filing _____

Signature of Grievant _____

(Copy goes to Superintendent)

APPENDIX B

**NOTICE OF
NATURE OF COMPLAINT**

TO: _____ FROM: _____
(Staff Member) (Immediate Supervisor)

ASSIGNMENT: _____ DATE COMPLAINT RECEIVED: _____

COMPLAINT
FROM: _____ TELEPHONE: _____

IN CONFORMITY WITH TALCS CONTRACT LANGUAGE (ARTICLE 14) YOU ARE HEREBY
BEING MADE AWARE OF A (POSSIBLE) COMPLAINT AGAINST YOU.

THE COMPLAINT/CONCERNS: _____

PLEASE CONTACT THE COMPLAINANT IN AN EFFORT TO RESOLVE THE PROBLEM. BY
CONTRACT YOU HAVE TWO (2) WORKING DAYS TO MAKE THE CONTACT AND TO
RETURN THE SECOND COPY OF THIS NOTICE TO THE OFFICE. EXPLAIN BRIEFLY THE
RESULTS OF THAT CONTACT.

DATE OF COMPLAINANT CONTACT (IF POSSIBLE): _____

COPIES TO: TEACHER
IMMEDIATE SUPERVISOR, AFTER COMPLETION

STAFF MEMBER'S SIGNATURE AND DATE
(FORM HAS BEEN COMPLETED)

APPENDIX C

COMPLAINTS AGAINST STAFF MEMBER

(MEETING FORM)

(ARTICLE 14)

TO: _____ ASSIGNMENT: _____
(Staff Member)

IMMEDIATE SUPERVISOR: _____ DATE OF MEETING: _____

PERSONS PRESENT: _____

FORMAL COMPLAINT: _____

STAFF MEMBER'S STATEMENT: _____

SUMMARY OF MEETING:

Copies to:

Teacher _____ Signed _____

Teacher _____

Complainant _____
Complainant _____

Immediate Supervisor _____ Immediate Supervisor _____

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