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A G R E E M E N T

BETWEEN THE
MEDINA CITY SCHOOL DISTRICT
AND THE
MEDINA CITY SCHOOLS PSYCHOLOGISTS ASSOCIATION

Effective

July 1, 2016 through June 30, 2020

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ARTICLE I

RECOGNITION/BARGAINING UNIT

- 1.1. Consistent with SERB Case No. 2015-REP-03-0036, the Board of Education the Medina City School District (hereinafter “Board”) recognizes the Medina City Schools Psychologists Association, affiliated with the Ohio Education Association and the National Education Association (hereinafter “Association”), as the exclusive bargaining representative for a bargaining unit composed of all regularly employed school psychologists. All other employees, including casual/seasonal employees, employees represented by another labor organization, confidential employees, management level employees, and supervisors as defined by Ohio Revised Code Chapter 4117 are excluded from the bargaining unit.

ARTICLE II

NEGOTIATIONS PROCEDURE

2.01 TIMETABLE

- A. If either party wishes to bargain for a successor contract, it shall notify the other party in writing not sooner than ninety (90) days nor later than sixty days prior to the expiration date of this Agreement. Notification from the Association shall be delivered to the Superintendent and notification from the Board shall be delivered to the Association President. The party giving notice shall also serve a copy of the written notice, together with a copy of this Agreement, on the State Employment Relations Board.
- B. Within ten (10) days after receipt of such notice, but not later than fifty-five (55) days prior to the expiration date of this Agreement, an initial meeting will be held at which each party will submit, in writing, its proposals. Thereafter, additional items shall not be submitted except by mutual consent of the parties.

2.02 BARGAINING MEETINGS

- A. Meetings shall be held at reasonable intervals, places, and times.
- B. If meetings are scheduled during the work day, each member of the Association's bargaining team will be relieved of regular duties.
- C. Meetings shall be closed to the press and the public. Representation shall be limited to a maximum of five (5) representatives of the Association and five (5) representatives of the Board, inclusive of that team's non-District representative.

2.03 AGREEMENT

- A. Tentative agreements on negotiated items will be reduced to writing and initialed by a representative of each party.
- B. When full tentative agreement is achieved, such agreement will be presented by the Association to the bargaining unit for ratification. Upon ratification by the Association, the agreement will be submitted to the Board for ratification. If ratified by both parties, the agreement will then be put in final form and signed on behalf of the parties.

2.04 EXCHANGE OF INFORMATION

Each party shall furnish the other, upon reasonable request, all available information pertinent to the issue under negotiation and not privileged by law. The expense of

providing such information shall be borne by the party requesting it and such party shall initial for receipt of the requested item(s).

2.05

IMPASSE

- A. If full agreement is not reached within forty-five (45) days following the initial meeting held under Paragraph B of Section 2.01 of this Article, either party may request the services of a mediator from the Federal Mediation and Conciliation Service.
- B. The bargaining procedure set forth in this Article supersedes and takes precedence over any inconsistent time limits or procedure set forth in Section 4117.14 of the Ohio Revised Code. Mediation, as set forth in Paragraph A. above, constitutes the parties' mutually agreed upon, exclusive dispute settlement procedure and shall operate in lieu of any and all settlement procedures set forth in Section 4117.14 of the Ohio Revised Code. If mediation does not result in full agreement by the expiration date of this Agreement (or such subsequent date as the parties may mutually agree upon), Section 4117.14 (D) (2) of the Revised Code will apply.

ARTICLE III

GRIEVANCE PROCEDURE

3.01 DEFINITION OF TERMS

3.011 Grievance Defined

- A. A "grievance" is any alleged violation of this Agreement or any dispute with respect of its meaning or application.
- B. All grievances shall be filed at the lowest possible level. The lowest possible level means that level of the grievance procedure at which the administrator hearing the grievance has authority to make a decision.

3.02 RIGHTS OF THE INDIVIDUAL

3.021 Representation

A Grievant may appear on his/her own behalf or may be represented at any and all steps of the grievance procedure by an Association representative or its counsel.

3.022 No Reprisal

The fact that a bargaining unit member files a grievance shall not be recorded in his/her personnel file or in any file used in the transfer, re-assignment, or promotion process; nor be used in any recommendation for re-employment or recommendation for other employment; nor shall the Grievant, the Association, or its officers, or any member of the Board, or employee of the District be placed in jeopardy or be the subject of reprisal or discrimination for having followed or participated in this grievance procedure.

3.03 ASSOCIATION RIGHTS

3.031 Procedures

- A. The Grievant and Association President shall receive prior notice of each meeting held to resolve a grievance formally filed. Decisions rendered at each formal level will be made in writing on the form appearing in Appendix A and will be transmitted promptly to the Grievant and the Association President.
- B. The Association may withdraw its support of a grievance at anytime.
- C. A grievance that affects more than one (1) bargaining unit member may be filed by the Association on behalf of all affected members.

3.04

TIME LIMITS

3.041 Maximum Limits

The number of days indicated at each step is considered a maximum. The time limit specified, however, may be extended by written agreement of the parties.

3.042 Date of Formal Filing

If a written grievance (Level II) is not filed within twenty (20) days after the act(s) of condition(s) giving rise to the grievance occurred, the grievance shall be considered waived. If a Grievant cannot reasonably be charged with knowledge of such act(s) or condition(s) on the date of occurrence, this time limit shall be measured from the date upon which the Grievant may reasonably be charged with such knowledge.

3.043 Failure to Appeal

If a decision on a grievance is not appealed within the time limits specified at that level of the procedure, the grievance will be deemed settled on the basis of disposition at that level and further appeal shall be barred.

3.044 Failure of Administrator to Respond

Failure at any level of the procedure of an administrator to communicate a decision within the specified time limit shall permit the Grievant to proceed to the next level of the grievance procedure.

3.045 Recess Period

In the event a grievance is filed at such time that it cannot be resolved by the close of a work year, the grievance shall continue on time limits, until resolution of such grievance. The parties may mutually agree to extend any or all levels to a certain time. In the event a grievance cannot be resolved before the commencement of Christmas or Spring Recess, further attempts at resolution shall be postponed until the return to school following the recess, unless the parties otherwise agree (the parties shall so agree where irreparable injury would result from a postponement).

3.046 Absence of Administrator

The temporary absence of an immediate supervisor or the Superintendent shall toll the running of the days during the absence of such immediate supervisor or Superintendent, but in no case for more than five (5) additional days, unless the parties mutually agree to extend the time to a specific later date.

3.05 HEARINGS

Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. Such hearings shall be conducted so that they do not conflict with the teaching responsibilities of any bargaining unit member involved and do not require the expenditure of any funds on the part of the Board, the Grievant and/or the Association at Levels I through III.

All hearings held under this procedure shall be structured so that due process under the circumstances is accorded both sides.

3.06 PROCEDURAL STEPS

3.061 Level I: (Initial Discussion)

If a bargaining unit member or the Association acting pursuant to the limited provisions of Paragraph C of 3.031, believes there is a basis for a grievance, he/she must first discuss the matter with the appropriate supervisor, at the lowest possible level according to Paragraph B of 3.01 in an effort to resolve the problem. If the supervisor approached is not the appropriate one, that administrator will direct the Grievant to the appropriate supervisor at the lowest possible level.

3.062 Level II: (Supervisor)

- A. If the Grievant is not satisfied with the results of Level I, or is unable for cause beyond his/her control to discuss the matter with the appropriate supervisor within the time limit in 3.042, he/she may file a formal written grievance, on the form appearing in Appendix A, to the appropriate supervisor.
- B. Within five (5) days of receipt of the written grievance, the supervisor shall make a written and signed decision on the form.

3.063 Level III: (Superintendent)

- A. If the Grievant is not satisfied with the result of Level II, he/she may continue the formal procedure by submitting the formal grievance to the Superintendent within five (5) days after receipt of the Level II decision.
- B. Within five (5) days of receipt of the form, the Superintendent shall make a written and signed decision on the form.

3.064 Level IV: (Arbitration)

- A. If the grievance is not resolved at Level III, within ten (10) days after the Association's next regularly scheduled Executive Committee meeting, but in no event more than thirty (30) days after the receipt of the Level III decision, the Association only may request a hearing by an Arbitrator.
- B. The Arbitrator shall be selected pursuant to The Voluntary Labor Arbitration Rules of the American Arbitration Association.
- C. The Arbitration shall be conducted pursuant to The Voluntary Labor Arbitration Rules of the American Arbitration Association.
- D. The American Arbitration Association's administrative fee and the cost of the Arbitrator shall be equally shared by the Board and the Association. If the parties mutually agree to hold an arbitration at a site for which a charge is incurred, the cost shall be equally shared by the Board and the Association. If a party requests a transcript, the reporter's fee will be paid solely by the requesting party unless the other party orders a copy in which case the fee will be equally shared by the Board and the Association; it is mutually understood and agreed that, if a party does not order a copy of the transcript, that party shall not be entitled to obtain access in any manner to the transcript in preparing its brief to the arbitrator.
- E. The decision of the Arbitrator shall be rendered as promptly as possible and shall be binding on all of the parties. The Arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any terms of this Agreement nor shall he/she make any decision contrary to law as determined by a court of competent jurisdiction.

ARTICLE IV

EXCLUSIVE ASSOCIATION RIGHTS

4.01 RIGHT TO PAYROLL DEDUCTION OF DUES

4.011 Authorization for Deduction

- A. Upon written authorization of a bargaining unit member, the Board shall deduct from the individual's wages the prescribed amount of United Education Profession membership dues.
- B. The enrollment period for such deductions shall be from September 1 to October 20 each school year. A second (2nd) enrollment period from February 1 to February 15 of each school year shall be available only to those persons, if any, who accept employment after October 20 of that school year.

4.012 Length of Authorization

Authorization shall be on a continuing basis from year to year unless a request for withdrawal is submitted, in writing to the Treasurer, as provided in 4.013.

4.013 Notification of Withdrawal of Authorization

Such deduction shall be irrevocable for periods of one (1) year except that authorization may be withdrawn during a period of fifteen (15) days each year ending September 15. Notification of desire to withdraw payroll deduction authorization shall be submitted, in writing, by the bargaining unit member to the Treasurer during such fifteen (15) day period. The bargaining unit member shall furnish the Association President with a copy of such notification.

4.014 Schedule of Deductions

- A. Deductions shall be made monthly in ten (10) equal installments beginning October and ending in July except in the case of a February enrollee for whom deductions shall be made in six (6) equal installments beginning in March and ending in August.
- B. The balance of the annual deduction shall be deducted from the final pay of a bargaining unit member resigning his/her position, receiving a leave of absence, or having his/her employment terminated after October 20 of any school year during the duration of this Agreement.

4.015 Transmittal of Deductions

Dues deducted from a bargaining unit member's pay shall be immediately forwarded to the Association Treasurer at his/her home address.

4.02 FAIR SHARE FEE

4.021 Payroll Deduction of Fair Share Fee

The Board shall deduct from the pay of bargaining unit members who elect not to become or to remain members of the Association, a Fair Share Fee for the Association's representation of such non-members during the term of this Agreement. 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.

4.022 Notification of the Amount of Fair Share Fee

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

4.023 Schedule of Fair Share Fee Deductions

Payroll deduction of such annual fair share fees shall commence on the (first (1st) pay date which occurs on or after January 15th annually.) In the case of a bargaining unit member newly hired after the beginning of the school year, the payroll deduction shall commence on the first (1st) pay date following January 15.

4.024 Termination of Membership During the Membership Year

- A. The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the Fair Share Fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual Fair Share Fee less the amount previously paid through payroll deduction.
- B. The balance of the annual Fair Share Fee shall be deducted from the final pay of the bargaining unit fee payer resigning his/her position, receiving a leave of absence or having his/her employment terminated after January 1 of any school year during the duration of this Agreement.

4.025 Transmittal of Deductions

The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such Fair Share Fee deductions were made, the period covered, and the amounts deducted for each.

4.026 Procedure for Rebate

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

4.027 Entitlement to Rebate

Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the Fair Share Fee pursuant to the internal procedure adopted by the Association.

4.028 Indemnification of the Board

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

- A. The Board shall give ten (10) days written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed;
- B. The Association shall reserve the right to designate counsel to represent and defend the employer;
- C. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs *amicus curiae* in the action; and
- D. The Board acted in good faith compliance with the Fair Share Fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such Fair Share Fee provision herein.

4.03 RIGHT TO CONDUCT ASSOCIATION BUSINESS

4.031 Leave to Conduct Association Business

- A. The Superintendent shall grant an accumulative total of up to four (4) days leave per school year for bargaining unit members to conduct Association business.

- B. The Association President shall notify the Superintendent five (5) days in advance of the day the bargaining unit member shall be absent. However, in the case of an emergency, notice to the Superintendent shall be made as far in advance of the absence as is possible in order that proper arrangements for handling the duties of the bargaining unit member can be made.

4.032 Access to Buildings to Conduct Association Business

In order for the Association to administer this Agreement properly for the benefit of the bargaining unit members and the District and to otherwise properly represent the bargaining unit members, the representatives of the Association will have access to all school buildings and to all members, provided that the exercise of this right does not interfere with the educational program.

4.04 RIGHT TO INFORMATION

4.041 Agenda and Minutes of Board Meetings

The President of the Association, through the District's use of BoardDocs online, will be provided with copies of minutes of official meetings of the Board and all other documents that Board members receive, that are distributed to Board members at official meetings of the Board as soon as possible after such meetings, but not including:

1. Materials, the release of which is prohibited by law;
2. Materials, the non-release of which is permitted under the law; and
3. Materials given to Board members which do not have to do with the meeting or future Board action.

If not available on BoardDocs at least two (2) days prior to the Board Meeting, a copy of the official agenda of the meeting, and any such related attachments, will be given to the same designee at least two (2) days prior to the meeting.

4.042 Newly Employed Bargaining Unit Members

- A. The Association will be provided with the name and address of a newly employed bargaining unit member as soon as such information is available.
- B. The Association will have the right to have placed in the Superintendent's packet to a new bargaining unit member a letter, prepared by the Association, informing the member that the Association is recognized as the exclusive bargaining representative for all members in the District.

4.043 Retiring Bargaining Unit Member

The Association will be provided with the name and address of a retiring bargaining unit member as soon as such information is available.

4.044 Other Information

The Board will, upon request, provide the Association with any data which will assist it in developing intelligent, accurate, informed, and constructive programs on behalf of the bargaining unit members and their students, together with any other available information which may be necessary for the Association to formulate programs or process grievances under this Agreement.

4.05 RIGHT TO USE BOARD PROPERTY

4.051 Building and Facilities

- A. The Association will have the right to use school buildings without cost at reasonable times for meetings.
- B. If the Association chooses to use a building at a time when a custodian is not normally on duty, the Association shall pay to have a utility worker attend the building during the time of the meeting.

4.052 Inter-School Mail

- A. The Association will have the right to place an Association identification on the mailboxes of all members of the Association and to place notices, circulars and other material in the mailboxes of all bargaining unit members.
- B. The Association will have the right to use the inter-school mail system to distribute material of the type described above.

4.06 NO REPRISALS

No reprisals will be taken against any bargaining unit members by reason of his/her membership in the Association or participation in any of its activities.

4.07 PROFESSIONAL ORGANIZATION STIPENDS

Consistent with Rule 3307-6-01 of the Ohio Administrative Code, if so established by the Association, the Board will pay a stipend to the Association President, Vice President, Secretary, and/or Treasurer. The Association shall certify the stipend amounts to the Board's Treasurer, which can in no event exceed the maximum allowed by Rule 3307-6-01. The Association shall promptly and fully reimburse the Board for the total cost of stipends, including any applicable retirement costs.

ARTICLE V
COMPENSATION

5.01 SALARY SCHEDULE

5.011 Salaries

The salary of a bargaining unit member shall be computed in accordance with the Salary Schedule appearing in Appendix C of this Agreement.

5.012 STRS Pickup

The STRS pickup pertains to that portion of the bargaining unit member's individual retirement contribution paid directly to STRS by the Board in addition to stated salary. The STRS pickup will be 4% with the remainder of the individual's contribution paid by the employee through payroll deduction.

5.013 STRS Pickup on the Pickup (See Appendix F)

The STRS pickup described above is considered to be income for which retirement contributions must also be contributed to STRS. Therefore, when paying pickup on the pickup, the Board is paying that portion of the employee's normally withheld contribution known as the STRS pickup, i.e. 4%, and an additional 4% of that 4%. This 4% of the 4% is the pickup on the pickup.

5.014 Placement on the Salary Schedule

- A. The Board agrees to hire into the bargaining unit only persons holding a valid credential for the position issued by the Ohio Department of Education.
- B. At the time of initial employment full credit for up to ten (10) years shall be given on the Salary Schedule appearing in Appendix C. However, upon mutual agreement of the Superintendent and applicant for employment, the applicant may be credited with fewer years of experience than otherwise would apply.
- C. A bargaining unit member with previous experience in the District shall, upon re-employment by the District, receive full credit on the Salary Schedule (Appendix C) for all experience.
- D. A psychologist who is hired into the bargaining unit shall be given credit of one (1) year on the Salary Schedule for each one hundred twenty (120) full days (840 hours) of service he/she rendered within a given school year.

5.015 Service Credit on the Salary Schedule

- A. Upon completion of academic requirements for a Ph.D. or Ed.D. adjustment on the Salary Schedule and the filing of evidence of such accomplishment with Human Resources, the salary adjustment shall become effective at the beginning of the school year, on January 1st, or April 15th, as appropriate. Evidence shall be the transcript of the conferred degree. A bargaining unit member filing the evidence of qualification for salary adjustment on the Salary Schedule shall begin to receive payments for such movement no later than the second (2nd) pay date following the filing of such evidence.
- B. For those employees who, in a contracted year will meet or exceed 120 days/840 hours of service, credit on the Salary Schedule will take place at the beginning of the next school year following the completion of 120 days/840 hours of service.

5.016 Local Professional Development Committee

- A. The parties mutually recognize that bargaining unit members are subject to the Local Professional Development Committee (LPDC) process regarding approval of individual professional development plans for license renewal.
- B. A member's individual professional development plan will not be used as part of the evaluation process.
- C. Members may utilize the District LPDC's appeals procedure in the event of a dispute and decisions of the LPDC are not grievable.

5.02 PAYROLL PRACTICES

5.021 Pay Dates

- A. A bargaining unit member shall be paid in twenty-six (26) biweekly pays.
- B. A bargaining unit member will have his/her pay electronically deposited into his/her account. All bargaining unit members will receive a pay stub confirmation electronically.

5.022 Pay Day Falling on Day School is Closed

If the scheduled pay day falls on a day that is not a scheduled work day, pay shall be deposited on the last work day before the closing upon which the Board's administrative office is open for business.

5.023 Lump Sum Pay During Work Year

In the event the individual employment contract of a bargaining unit member is terminated by either party during the school year, the total sum due the member, as of the date of termination, shall be paid at the next scheduled pay day following the last day of service by the member.

5.024 Lump Sum Pay At End Of Work Year

A. In the event the individual employment contract of a bargaining unit member is terminated, or not renewed, by either member shall be paid at the next scheduled pay day following the close of the work year, if the member makes a written request by April 15.

B. In the case of resignation or non-renewal, benefits will continue through July 31, unless cancelled by the bargaining unit member. In no case are benefits to be continued for an individual retired under the State Teachers Retirement System (STRS).

5.03 CO-CURRICULAR ACTIVITIES

A. Should a bargaining unit member apply for and be awarded a contract for a co-curricular activity, the salary for such activity will be identical to the salary that would apply if that position were filled by a District teacher.

B. Participation of a member in a co-curricular activity is strictly voluntary.

5.04 WORK OF THE DISTRICT

5.041 Rate of Compensation

A. If a bargaining unit member is authorized to perform work above and beyond regularly assigned school psychologist work, the member will record the hours worked by time sheet and be compensated at the rate of \$40 per hour (rounded to the nearest quarter hour). It is understood that this provision operates independently of the discretionary yearly work days beyond 184 addressed in Article 8, Section B of this Agreement as part of a member's annual salary.

5.05 SEVERANCE PAY

5.051 Right to Severance Pay

A bargaining unit member with five (5) or more years of service in the District, who terminates his/her employment in the District with the expressed intent to leave the field of education shall receive severance pay.

5.052 Calculation of Severance Pay

- A. Severance pay will be based upon the daily rate of pay as determined from the individual's contract last in effect prior to the termination of employment.
- B. Severance pay will be given for all days of accumulated sick leave, at the time of termination, up to forty (40) days. For a bargaining unit member who has accumulated more than forty (40) days of sick leave, those days in excess of forty (40) will be multiplied by one-half (1/2) and added to the initial forty (40) days. Except as provided in Paragraphs C, D, and E below, no member shall receive a severance pay equal to more than sixty (60) days pay.
- C. A bargaining unit member who takes a service retirement benefit in accordance with Section 3307.58 of the Ohio Revised Code, will be given a severance pay benefit for all days of accumulated sick leave, at the time of termination, up to forty (40) days. If the member has accumulated more than forty (40) days of sick leave, those days in excess of forty (40) will be multiplied by one-half (1/2) and added to the initial forty (40) days. However, the member shall not receive a severance pay equal to more than eighty (80) days pay.
- D. Additional severance pay shall be credited to only those bargaining unit members qualifying under the language specified in Paragraph C above according to the following schedule:

If, by May 31 of the year of retirement, the bargaining unit member's accumulated sick leave total equals the number of days specified below, the indicated cash incentive will be added to the severance calculation described in paragraph C above:

250 days accumulated sick leave	\$1000
265 days accumulated sick leave	\$1500
280 days accumulated sick leave	\$2000
295 days accumulated sick leave	\$3000

- E. An additional Attendance Award of one thousand dollars (\$1,000) shall be granted to those bargaining unit members who have two hundred ninety-five (295) days of accumulated sick leave as of May 31st of the year of retirement and who have a ninety-seven (97) percent attendance record (contracted days) in their final three (3) years of employment.

Sick Leave and Personal Leave only shall count against the bargaining unit member's attendance average.

5.053 Method of Payment

- A. A bargaining unit member eligible for a severance pay benefit shall receive such benefit in a lump sum payment.

- B. The lump sum payment shall be paid at the time of the first (1st) pay date in January of the calendar year following termination of employment unless the bargaining unit member requests, on or before April 15 in the final year of employment, that the payment be made at the time he/she receives his/her last pay.
- C. Federal withholding for severance pay shall be treated in accordance with the Internal Revenue Service regulations.

5.054 Restrictions

Receipt of severance pay shall eliminate all sick leave credit accrued by that individual.

5.06 REIMBURSEMENT FOR MILEAGE

5.061 Right to Reimbursement

A bargaining unit member who is required to use his/her own automobile in the performance of his/her duties and a member who is assigned to more than one (1) school per work day shall be reimbursed for all such travel.

5.062 Rate of Reimbursement

- A. The reimbursement shall be, at all times, the rate allowed by the Internal Revenue Service.
- B. In the event that the Internal Revenue Service should modify this per mile allowance standard in the middle of any month, the Board shall make reimbursement consistent with the new Internal Revenue Service standard retroactive to the first (1st) of the month. Any such changes in the Internal Revenue Service standard for reimbursement shall be payable no later than the second (2nd) pay day subsequent to the Internal Revenue Service notice of change.
- C. The rate of reimbursement shall apply to all driving done between arrival at the first location at the beginning of the work day and departure location at the end of the work day.

5.063 Method of Payment

- A. A claim for mileage reimbursement shall be made by the bargaining unit member submitting a voucher provided by the Board.
- B. Payment of mileage reimbursement shall be within thirty (30) days following the submission of the voucher.

5.07 EXTENDED TIME

All days of extended time authorized by the Board per Article VIII Section 8.01 shall be compensated at the individual employee's per diem rate of pay under the Salary Schedule in effect at the time of such extended time is worked. Compensation for part days of extended time service, if any, shall be prorated to the nearest quarter (1/4) day increment.

5.08 STATE TEACHERS RETIREMENT SYSTEM (STRS) PICKUP

The total annual salary of each bargaining unit member shall be payable by the Board in two (2) parts:

1. Cash salary; and
2. Deferred salary (through the salary restatement method of picking-up the employee contribution to STRS).

An employee's deferred salary shall equal the amount of the employee contribution to STRS required by law and shall be paid by the Board to STRS on behalf of the employee as a pickup (by means of the salary restatement method) of the employee contribution otherwise payable by the employee.

An employee's annual cash salary shall be equal to the employee's total contracted annual salary less the employee's deferred salary, and shall be payable subject to applicable payroll deductions to the employee. The Board's total combined expenditure for total annual salary of all bargaining unit members (including deferred salary amounts) and its employer contributions to STRS shall not be greater than the amounts it would have paid for those items had this section of the Agreement not been in effect.

The Board shall compute and remit its employer contributions to STRS based upon an employee's total annual salary including the deferred salary. The Board shall report for federal and Ohio income tax purposes as an employee's gross income the employee's total annual salary less the amount of the employee's deferred salary. The Board shall report for municipal income tax purposes as an employee's gross income the employee's total annual salary, including the amount of the employee's deferred salary. The Board shall compute income tax withholding based upon gross income as reported to the respective tax authorities.

An employee's deferred salary shall be included in the member's total annual salary for the purpose of computing daily rate of pay for determining any particular salary adjustment to be made due to absence or for any other purpose.

5.09 INSURANCE PROVISIONS

5.091 Right to Insurance Benefits

- A. In addition to the salary paid a bargaining unit member pursuant to Section 5.01 of this Article, his/her compensation shall include the insurance benefits as provided herein.

- B. With respect to medical insurance, prescription drugs, and dental insurance, it is mutually understood and agreed that, during the term of this Agreement, bargaining unit employees will be provided with coverages and benefit levels identical to those applicable to insurance-eligible teaching employees represented by the Medina City Teachers Association. It is further understood that, if a change in plan design adversely affects a member, Board will reimburse the member upon submission to the Board's Treasurer of appropriate receipts for up to three hundred (\$300) dollars of the adverse impact in the 2017-2018 insurance year and up to (\$300) of the adverse impact in the 2018-2019 insurance year.

5.092 Copy of Certification of Insurance

- A. The Board shall provide to the Association one (1) copy of each signed contract and certificate of insurance entered into between the Board and the insurance company(ies) which shall provide the benefits specified in this Agreement.
- B. Copies of existing contracts and certificates of insurance shall be provided to the Association within twenty-four (24) hours of ratification of this Agreement by both parties.
- C. Copies of contracts and certificates of insurance subsequently entered into by the Board shall be provided to the Association within one (1) week after they are received by the Board.

5.093 Distribution of Explanation of Coverage(s)

- A. As amendments and/or changes in insurance coverage or carriers are made, a bargaining unit member will receive a written description, prepared by the carrier, of such amendments and/or changes. This written description shall be provided to the member within sixty (60) days of the amendment and/or change.
- B. A newly employed bargaining unit member shall, at the time of the signing of his/her teaching contract, receive a written description of all insurance coverage in effect at that time.

5.094 Restrictions

- A. A bargaining unit member who is contracted to work less than half (1/2)-time shall be entitled to the benefits provided for in this Article., if he/she pays for one-half (1/2) of the monthly premium for such benefit(s). Such payment shall be through payroll deduction.
- B. Entitlement to benefits as described in Paragraph A above shall not be either retroactively granted or denied in the same school year should the bargaining unit member's number of hours per work day or week be

modified, thereby increasing or decreasing what would have been the yearly calculated number of work hours.

- C. Insurance eligibility at any given time during the school year will be based on the bargaining unit member's annualized contracted number of work hours. Changes made in the member's insurance eligibility status will be effective at the beginning of the month following the change.
- D. It is understood that the Board's Section 125 Plan, which includes premium pass through (that is, payment of the employee contribution toward monthly premiums with pre-tax dollars) will apply to bargaining unit members. Members may establish a flexible spending account with up to two thousand five hundred (2,500) dollars for un-reimbursed health care expenses and/or up to five thousand (5,000) dollars for dependent care expenses. The Board will pay the cost of establishing the Plan, annual election and monthly administrative fees.

5.10 HOSPITALIZATION AND SURGICAL INSURANCE

5.101 Right to Coverage

Except as specified in 5.094 above, the Board shall purchase from a carrier licensed in the State of Ohio, basic hospitalization and surgical insurance coverage for each bargaining unit member, now or hereinafter employed, and his/her family. If coverage is provided through self-insurance, the self-insurance program will be administered by a third-party administrator licensed in the State of Ohio, unless otherwise mutually agreed.

If a bargaining unit member's spouse is also employed by the Board and eligible to participate in insurance coverage under this feature and in prescription drug coverage under Section 5.11 of this Article, the spouses may choose either to each enroll for single coverage (with each paying the applicable monthly contribution for single coverage under 5.102 below) or to enroll for (1) family coverage (in which case only one (1) member will pay the applicable monthly contribution for family coverage under 5.102 below).

5.102 Method of Payment of Coverage

The full cost of such insurance and any increases thereof shall be allocated as follows:

Employee Monthly Contribution (Single and Family)

Each member under a single or family insurance plan shall pay twenty (20) percent of the monthly single or family insurance plan premiums.

The bargaining unit member's monthly contribution will be by payroll deduction in equal shares on the first and second paydays of each month. The remainder of the monthly cost will be paid by the Board.

5.103 Right to Change Coverage Status

A bargaining unit member may change the coverage status (single or family) effective the first (1st) of any month, subject to the rules and regulations of the carrier.

5.11 PRESCRIPTION DRUG

5.111 Right to Coverage

Except as specified in 5.094 above, the Board shall purchase from any carrier licensed by the State of Ohio, prescription drug coverage for each bargaining unit member, now or hereinafter employed, and his/her family. If coverage is provided through self-insurance, the self-insurance program will be administered by a third-party administrator licensed in the State of Ohio, unless otherwise mutually agreed.

5.112 Method of Payment of Coverage

The full cost of such insurance and any increases thereof shall be allocated as specified in 5.102 above.

5.113 Right to Change Coverage Status

A bargaining unit member may change the coverage status (single or family) effective the first (1st) of any month, subject to the rules and regulations of the carrier.

5.114 Specifications

The prescription drug plan shall provide for a 34-day supply of covered drugs at a network retail pharmacy and a 90-day supply at the contracted mail order pharmacy.

The employee co-pay for generic drugs will be fifteen (\$15) dollars; the co-pay for single source formulary brand name drugs will be twenty-five (\$25) dollars and the co-pay for single source non-formulary brand name drugs will be fifty (\$50) dollars. The employee may receive a 90-day supply of maintenance drugs through the contracted mail order pharmacy for double the co-pay amount as retail.

Generic drugs, if manufactured, shall be required unless otherwise specified by the writing physician with an indication of Dispense as Written (DAW). If the physician indicates DAW, the employee will pay the co-pay amount above. If there is no physician DAW indicator, the employee may receive the multi-source brand (a brand name drug with a manufactured generic equivalent) at the applicable co-pay plus the cost difference between the brand name and the generic drug. If no generic drug is available, the bargaining unit member will

pay the applicable co-pay for the formulary or the applicable co-pay for the non-formulary drug. These provisions apply to both retail and mail order prescriptions.

If an employee outside northeastern Ohio makes a reasonable effort to fill their retail prescription at a network pharmacy but ends up purchasing drugs from other than a participating pharmacy chain, the Board shall reimburse the employee for the difference, if any, between the out-of-pocket cost of the purchase less the applicable deductible and the amount paid by the insurer. A list of participating pharmacies and participating national pharmacies will be available to each bargaining unit member by October 1 of each year.

5.12 DENTAL INSURANCE

5.121 Right to Coverage

Except as specified in 5.094 above, the Board shall purchase from any carrier licensed by the State of Ohio dental insurance coverage for each bargaining unit member, now or hereinafter employed, and his/her family. If spouses employed by the Board both qualify for dental insurance coverage under this Section, benefits will be provided to only one spouse. If coverage is provided through self-insurance, the self-insurance program will be administered by a third-party administrator licensed in the State of Ohio, unless otherwise mutually agreed.

5.122 Method of Payment of Coverage

The full cost of such insurance and any increases thereof shall be allocated as specified in 5.102 above.

5.123 Right to Change Coverage Status

A bargaining unit member may change the coverage status (single or family) effective the first (1st) of any month, subject to the rules and regulations of the carrier.

5.13 TERM LIFE INSURANCE

5.131 Right to Coverage

Except as specified in 5.094 above, the Board shall purchase from any carrier licensed by the State of Ohio, group term life insurance coverage which meets or exceeds the specifications set forth in 5.134 for each bargaining unit member now or hereinafter employed.

5.132 Method of Payment of Coverage

The full cost of such insurance and any increases thereof shall be paid by the Board.

5.133 Right to Purchase Additional Coverage

- A. The Board shall allow individual bargaining unit members to purchase additional amounts of coverage through payroll deductions, provided the number of individuals electing to take advantage of this opportunity is adequate to meet the requirements of the insuring company.
- B. The cost of this insurance, in excess of that provided for in 5.134, shall be paid by the bargaining unit member through payroll deduction.

5.134 Specifications

The amount of coverage provided by the Board shall be fifty thousand (50,000) dollars plus an equal amount of accidental death and dismemberment coverage.

5.14 LIABILITY INSURANCE

5.141 Right to Coverage

The Board shall purchase from a carrier licensed by the State of Ohio, liability insurance which meets or exceeds the specifications set forth in 5.143 below for each bargaining unit member now or hereafter employed.

5.142 Method of Payment of Coverage

The full cost of such insurance and any increases thereof shall be paid by the Board.

5.143 Specifications

Limits: Maximum available up to \$1,000,000 per occurrence and \$5,000,000 aggregate per calendar year.

5.15 AD HOC INSURANCE COMMITTEE

One (1) bargaining unit member appointed by the Association will serve as a representative on the District insurance committee. The purpose of this committee is to gather information from insurance companies and to present this information to the membership. The committee will serve as a vehicle to keep the membership informed about health insurance issues and to serve as a problem solving/trouble shooting body relative to the current health insurance program. This committee is empowered to make recommendations but not to change benefits.

5.16 COBRA

A bargaining unit member's eligibility for COBRA begins with the exhaustion of rights to benefits under the provisions of this Agreement. Failure to pay insurance premiums may be considered as exhausting rights to benefits and trigger COBRA notification.

REQUIREMENTS FOR EMPLOYED SPOUSES OF ELIGIBLE EMPLOYEES

In order to be eligible for coverage under the District's health insurance plan, any spouse of an eligible bargaining unit member who has coverage available through an employer-sponsored group health plan must join that plan, at least on a single enrollment basis, at the first (1st) open enrollment opportunity with his/her employer. A spouse of a bargaining unit member is considered to have coverage available if he/she meets the following criteria:

1. The spouse has access to continuous group coverage through employment;
and
2. The spouse works more than twenty (20) hours in an average work week;
and
3. The spouse is not required to make a contribution or is not required to pay more than thirty-five (35) percent of the cost of the premium. (Effective July 1, 2016 forty (40) percent of the cost of the premium)

When the spouse has enrolled in a plan maintained by his/her employer, coverage for the spouse under the District's plan will be secondary to the coverage provided by the spouse's employer's plan.

The bargaining unit member will provide all information required to administer this provision through the initial enrollment form or through a Coordination of Benefits Questionnaire form.

If a spouse of a bargaining unit member has coverage available through his/her employment in accord with the conditions stated above but fails to enroll for such coverage, spouse benefits paid by the District's plan retroactive to the date on which the spouse became eligible for coverage through his/her employment will be recovered one hundred (100) percent.

It is the responsibility of the bargaining unit member to keep Human Resources current about changes in family circumstances that could impact enrollment information for the health insurance plan. Information that is provided is considered to be truthful and current.

Exceptions: Bargaining unit members who are married and both employed by the District and both eligible for health insurance benefits are not governed by the language of the above provisions.

ARTICLE VI

LEAVE PROVISIONS

6.01 ATTENDANCE INCENTIVE

A bargaining unit member who at the conclusion of the work year has perfect attendance (i.e., no use of sick leave or personal leave or any dock day) will receive a stipend of five hundred (500) dollars. Payment will be made no later than July 31. This stipend will be prorated in the case of a part-time employee with perfect attendance.

6.02 DEFINITIONS

Active Service: Active Service shall refer to the period of time the bargaining unit member is on paid status.

Emergency: For the purposes of this Article, emergency shall mean an unforeseen life changing event or situation which necessitates the bargaining unit member's absence from his/her position for an extended period of time.

Maternity Leave: Maternity leave shall refer to the period of time before and/or after the birth of a child when the bargaining unit member is considered eligible for sick leave as provided for in this Agreement. The member may use accumulated sick leave for all or part of the maternity leave. In order to use sick leave, the member must have sick leave accumulated.

Parental Leave: Parental leave shall refer to leave taken by either parent within the first (1st) year after the birth or adoption of a child for the purposes of child bearing and/or child rearing. Parental leave is an unpaid leave.

6.03 SICK LEAVE

6.031 Accumulation

- A. A bargaining unit member shall be allowed to accumulate up to a maximum of three hundred fifteen (315) days of sick leave.
- B. Notwithstanding any Ohio statutory provision to the contrary pertaining to part-time employees, sick leave for a bargaining unit member employed on other than a full-time basis shall continue to be credited and deducted at the proportionate rate set forth in his/her employment contract of employment.

6.032 Notification of Accumulated Days

A bargaining unit member shall receive notification of his/her accumulated sick leave on each pay notification form.

6.033 Use of Sick Leave

Sick leave with pay may be used for:

- A. The absence of the bargaining unit member due to personal illness, injury, pregnancy, including the six (6) calendar weeks immediately following a regular birth and eight (8) calendar weeks immediately following a cesarean section and/or ten (10) days to care for a spouse with a newborn baby, exposure to contagious disease which could be communicated to others;
- B. The absence of the bargaining unit member due to illness, injury, or death in the immediate family of the member;
- C. The absence of a bargaining unit member due to care giving/attending the funeral of an extended family member, not to exceed five (5) days of sick leave per school year.

6.034 Immediate/Extended Family Defined

- A. The "immediate family" shall be defined as: father, mother, brother, (in-law) sister (in-law), son (in-law), daughter (in-law), grandmother, grandfather, grandson, granddaughter, legal guardian, or foster or step-parents of the bargaining unit member or his/her spouse, and anyone residing in the same home with the member; or any relative who clearly stands in the same relationship with the member as any of those so specified.
- B. The "extended family" shall be defined as: uncle, aunt, nephew, niece or cousin.

6.04 SICK LEAVE BANK

- A. A bargaining unit member with thirty (30) or more days of accumulated sick leave may, in a particular school year, give up to five (5) days of such leave to an eligible employee to be used for that employee's (or employee's spouse or child's) personal illness or injury.
- B. An employee is eligible to receive donated sick leave days only if he/she meets all of the following criteria:
 - 1. Has exhausted all accumulated sick leave credit.
 - 2. Has suffered a catastrophic illness or injury verified by a physician (whether a qualifying illness or injury exists will be determined by the Sick Leave Bank Committee).

3. Has a spouse or child suffering from a catastrophic illness or injury verified by a physician (whether a qualifying illness or injury exists will be determined by the Sick Leave Bank Committee).
 4. Has been absent for thirty (30) consecutive work days (unless this requirement is waived by the Sick Leave Bank Committee).
 5. Has contributed one (1) or more days to the Sick Leave Bank.
- C. No recipient shall receive more than thirty (30) days of sick leave from other employees in a given school year. On a one-time basis over the total course of the recipient's employment by the Board, this amount may be increased by up to an additional thirty (30) days in a given school year if authorized by the Sick Leave Bank Committee. The maximum amount allowed over the course of employment with the Board is one hundred twenty (120) days.
- D. Donation of days to the Sick Leave Bank shall not adversely affect a bargaining member's eligibility for the attendance incentive identified in Section 6.01 of this Article.
- E. Sick Leave Bank Committee
1. A Committee shall be formed to administer the Sick Leave Bank.
 2. The Committee is empowered to adopt rules and regulations for participation in and operation of the Bank.
 3. Decisions required to administer the Bank will not modify any term of this Agreement and are not subject to the Grievance Procedure appearing in Article III of this Agreement.
 4. Composition:
 - a. Two (2) bargaining unit employees appointed by the Association President;
 - b. One (1) administrative representative appointed by the Superintendent.

6.05

ADOPTION LEAVE

- A. A bargaining unit member is eligible, upon adoption of a child in the United States, to use accumulated sick leave for up to a total of six (6) calendar weeks, which may be taken before and/or after the date custody is received. Such leave must be taken within a 12-month period, during which period custody is received. If both adoptive parents are Board employees, either or both may use sick leave under this provision with the understanding that the combined sick leave taken by both will not exceed six (6) calendar weeks. The Board may require evidence of adoption and the member is eligible for such leave no more than once per school year.

- B. If a child outside of the United States is adopted, the provision of 6.05(A) will apply with the further understandings that accumulated sick leave may be used for up to a total of eight (8) calendar weeks, which may be taken before and/or after the date custody is received, and the scheduling of leave will be arranged between the bargaining unit member and the Superintendent. If both adoptive parents are Board employees, either or both may use sick leave under this provision with the understanding that the combined sick leave taken by both will not exceed eight (8) calendar weeks. Such leave must be taken within a 12-month period, during which period custody is received.

6.06 PERSONAL LEAVE

6.061 Right to Leave

- A. A bargaining unit member shall, upon appropriate notice to the Superintendent, be granted a maximum of three (3) days of non-accumulative personal leave per school year.
- B. In addition to the three (3) days of personal leave granted in 6.061(A), a bargaining unit member who, at the beginning of the school year, has at least ninety (90) days of sick leave accumulation shall be granted one (1) additional day of non-accumulative personal leave for that school year. This fourth (4th) day is not subject to all restrictions that normally apply to the regular three (3) personal days. This day is unrestricted except for extending vacations and provisions of 6.064(D).
- C. All unused personal leave days shall convert to sick leave as of June 30.

6.062 Notice of Intent to Use Leave

Notice of intent to use personal leave shall be provided by the bargaining unit member via the Employee Kiosk at least five (5) days in advance of the anticipated absence.

However, in the case of an emergency, notice shall be made to the member's immediate supervisor as far in advance of the absence as is possible in order that proper arrangements for handling the duties of the bargaining unit member can be made. If circumstances make advance notice impossible, the member shall notify the member's immediate supervisor of his/her intent to use personal leave as soon as is practicable.

6.063 Purpose of Leave

It is the intent of this Section to provide a bargaining unit member with a means of dealing with personal matters that cannot be handled except during work hours.

6.064 Restrictions

It is understood that a bargaining unit member will not use personal leave to extend a school holiday or break or to miss a professional development day; an exception may be made with the approval of the Superintendent if the member has an unavoidable scheduling conflict. It is also understood that a member will not use personal leave for the purpose(s) of:

- A. Recreation;
- B. Vacation;
- C. Accompanying a spouse on a business trip; and/or
- D. Matters related to other employment for which he/she receives compensation. Remuneration may be accepted for professional services consonant with one's training and experience as a school employee.

6.07 ASSAULT LEAVE

6.071 Right to Leave

A bargaining unit member who is absent from work due to a disability resulting from an assault which occurred in the course of Board employment shall be granted assault leave during the period of his/her absence.

6.072 Notice of Intent to Use Leave

A bargaining unit member desiring the assault leave shall file the prescribed form with the Superintendent.

6.073 Rights While on Leave

- A. Except as provided in 6.075, a bargaining unit member on assault leave shall be maintained on full pay status during the period of his/her absence.
- B. Leave granted under this Section shall not be charged against sick leave earned or earnable under Section 3319.141 of the Ohio Revised Code or leave granted under other sections of this Article.

6.074 Length of Leave

Assault leave may be used for the period of disability up to a maximum of one hundred eighty-four (184) work days per assault.

6.075 Restrictions

- A. If medical attention is required, the bargaining unit member shall provide a certificate from the licensed physician stating the nature of the disability and its duration.

- B. The pay of a bargaining unit member on assault leave shall be reduced by the amount received by that individual, if any, for Worker's Compensation as a benefit to cover loss of pay as a result of injury. However, the bargaining unit member's pay shall not be reduced by benefits received from Worker's Compensation to cover occupational diseases, medical expenses, nursing expenses, hospital services, medicines and/or rehabilitation services.

6.076 Verbal Assault Leave

A bargaining unit member not physically assaulted but threatened with physical harm and emotionally distraught as a result to the degree that the member is unable to complete the day will, if the member reports the threat to the police, receive the remainder of the day off without loss of pay. If the following work day is also taken, it will be charged to sick leave.

6.08 PROFESSIONAL LEAVE

6.081 Eligibility for Leave

A bargaining unit member shall be entitled to professional leave for attendance at professional conferences, visits to other schools, and/or attendance at other activities that are related to the individual's duties and/or professional growth as approved by the bargaining unit member's immediate supervisor.

The maximum amount available to each bargaining unit member is \$500 per work year.

6.082 Application for Leave

A bargaining unit member desiring to use professional leave shall notify his/her immediate supervisor ten (10) days in advance.

6.083 Rights While on Leave

- A. The bargaining unit member shall be maintained on full pay status during the period of this leave.
- B. Leave granted under this Section shall not be charged against leave granted under other Sections of this Article.

6.09 COURT/ARBITRATION APPEARANCE

6.091 Right to Leave

A bargaining unit member who, because of his/her employment in the District, as defined in 6.094, is subpoenaed to appear as a witness, will be granted leave for such appearance.

6.092 Notice of Intent to Use Leave

A bargaining unit member receiving a subpoena and desiring leave shall notify the Superintendent as far in advance as possible.

6.093 Rights While on Leave

A. A bargaining unit member on leave shall receive full salary and benefits while on leave.

B. Time spent on leave will not be charged against any other leave provisions.

6.094 Purpose of Leave

"Because of his/her employment" shall be defined for purposes of this Section to refer to arbitrations under the grievance procedure of this Agreement, lawsuits involving the District, and incidents involving bargaining unit members and/or students which the member may have occasion to observe and/or have knowledge of because of his/her teaching position.

6.095 Restrictions

Leave shall not be used in cases where the expertise of the bargaining unit member is the basis for the court appearance, but rather, for matters which specifically relate to circumstances which could only have been observed and/or known because of the employment with this District.

6.096 It is mutually recognized that leave under this Section to appear as a witness need not necessarily be for the entire day but only for that portion of the day (including reasonable travel time, if applicable) when the person's testimony is required.

6.10 JURY LEAVE

6.101 Right to Leave

A bargaining unit member required by law to report for jury duty shall be granted jury leave for the duration of such duty.

6.102 Notice of Intent to Use Leave

A bargaining unit member receiving notice to appear for jury duty and desiring to use jury leave shall notify the Superintendent as far in advance of the absence as possible.

6.103 Rights While on Leave

A. A bargaining unit member on jury leave shall receive his/her full salary and benefits while on the leave.

- B. Time spent on jury leave will not be charged against any of the above leave provisions.

6.11 PARENTAL LEAVE

6.111 Length of Leave

- A. All or any portion of an absence by a bargaining unit member because of pregnancy or a medical disability connected with or resulting from pregnancy may, at the individual's option, be charged to accumulated sick leave.
- B. In addition, a Parental Leave of Absence for the remainder of the school semester and up to four (4) consecutive additional school semesters, without pay, will be granted to a bargaining unit member for the purpose of childbearing, and/or child rearing.

6.112 Eligibility for Leave

- A. A bargaining unit member will be entitled, upon request, to an unpaid leave to begin at any time between commencement of her pregnancy or a spouse's pregnancy and one (1) year after the termination of the pregnancy. The bargaining unit member will notify the Superintendent in writing of his/her desire to take such leave and, except in cases of emergency, shall give such notice at least thirty (30) days prior to the date on which his/her leave is to begin. A member who is pregnant may continue in active employment as late into her pregnancy as she desires, provided she is able to properly perform her required duties.
- B. A bargaining unit member adopting a child will be entitled, upon request, to a leave to commence at any time during the first (1st) year after receiving de facto custody of the infant child, or prior to receiving such custody, if necessary, in order to fulfill the requirements for adoption. The member will notify the Superintendent in writing of his/her desire to take such leave and except in cases of emergency, shall give such notice at least thirty (30) days prior to the date on which his/her leave is to begin. For the purpose of satisfying the one hundred twenty (120) paid days requirement for advancement on the Salary Schedule under 6.125 of this Article, a member shall be credited with up to thirty (30) days beginning with the day on which the leave begins.

6.113 Right to Return from Leave

When applying for parental leave, the bargaining unit member shall specify the duration of the leave which shall coincide with a school semester. Unless otherwise mutually agreed by the Superintendent and the member, the duration of leave shall not be increased or decreased and the member will return to active employment at the beginning of a school semester; provided, however, that in the event of loss of the child or the unforeseen loss of a majority of the spouse's financial support, the member will be entitled, if he/she desires, and if at least

fifteen (15) days advance notice of the intent to return is given to the Superintendent to return to active employment by not later than the beginning of the next grading period. A return to active employment shall be to the same position the member held at the time leave commenced, provided that he/she returns not later than the commencement of the next school year; a return to active employment after that shall be to an equivalent position.

6.114 Right to Substitute While On Leave

A bargaining unit member on parental leave of absence will not be denied the opportunity to substitute in the District by reason of the fact that he/she is on such leave of absence.

6.115 Insurance Coverage While on Leave

Insurance coverage(s) shall be continued for a bargaining unit member on such leave upon his/her payment of the premium. The premiums will be payable at the beginning of each month at the office of the Treasurer.

6.116 Employment While on Leave

Except for substitute service as provided in 6.114 above, no bargaining unit member on leave shall accept other full-time employment.

6.12 OTHER UNPAID LEAVES

6.121 Right to Leave

Notwithstanding, the leaves provided in other Sections of this Article a bargaining unit member who has completed two (2) or more years of active service in the District shall be entitled to the following Unpaid Leaves.

6.122 Medical Leave

- A. When a bargaining unit member has exhausted his/her accumulated sick leave and the additional five (5) days, as provided for in 6.033, and is still unable to return to work, the Board shall place the member on Medical Leave.
- B. Such leave will begin on the date that the accumulated sick leave and the five (5) additional days, as provided for in 6.033, reaches the zero point, and will be for not less than the period of the bargaining unit member's incapacity, not to exceed a maximum period of two (2) consecutive school years in addition to the remainder of the work year during which it commences.
- C. If the bargaining unit member desires to remain on Medical Leave at the beginning of a work year, as provided for in 6.143(A), he/she may return at the beginning of any grading period during that work year.

6.123 Leave of Absence

- A. A leave of absence of up to the remainder of the school semester and up to four (4) consecutive additional school semesters, without pay, will be granted to a bargaining unit member for family/health and/or obligations for personal reasons other than preparing for or the pursuing of other employment. Return from such leave shall coincide with the start of the school semester.
- B. If the leave taken as per Paragraph A above is for any reason other than health/medical reasons, the bargaining unit member may not take a second (2nd) such leave, for at least two (2) years and unless otherwise mutually agreed. For the purposes of this provision, two (2) years shall mean the beginning of the *next* semester two (2) years from the date of *return to active service* from the approved leave.

6.124 Notice of Intent to Use Leave

A bargaining unit member wishing to make use of any of the aforementioned unpaid leaves shall notify the Superintendent of such desire in writing. When possible such written notice shall be given at least thirty (30) days prior to the commencement of such leave. In cases where the member does not have knowledge, or the desire, or need to use any of the above mentioned leaves at least thirty (30) days prior to the commencement of such leave, written notice shall be given to the Superintendent as soon as practicable.

6.125 Rights While on Leave

- A. A bargaining unit member who was paid for at least one hundred twenty (120) days in the work year in which leave was granted shall, upon his/her return, be placed on the Salary Schedule on the step above that at which he/she left.
- B. Insurance coverage(s) shall be continued for a bargaining unit member on an Unpaid Leave, who at the beginning of each month, makes payment of the premium for such coverage(s) to the office of the Treasurer.
- C. A bargaining unit member on a leave of absence under Sections 6.09, 6.13, or 6.14 of this Article will, unless otherwise mutually agreed by the member and the Superintendent, automatically receive an unpaid leave from any co-curricular position the member holds.

It is anticipated that, in most cases, the person will resume the duties of the co-curricular position by not later than the start of the position's duties in the cycle next following the person's return from leave. This provision, however, does not guarantee that result where:

1. The person would not have been retained in the co-curricular position had there been no leave;

2. The leave from the co-curricular position is for more than one full cycle of the position; or
3. If the Superintendent determines circumstances make such resumption of the position's duties impracticable or contrary to the best educational interests of the District (in which case the person will be placed in a related co-curricular position with no loss in pay from what would have occurred if the person had resumed the position's duties).

6.126 Rights Upon Return

When applying for leave of absence, the bargaining unit member shall specify the duration of the leave which shall coincide with a school semester. Unless otherwise mutually agreed by the Superintendent and member, the duration of the leave shall not be increased or decreased and the member will return to active employment at the beginning of a school semester, provided, however, that no exceptional circumstances would occur which would necessitate the member's immediate return to work. Such circumstances would include the death or improvement in health of a family member or the loss of the majority of the spouse's financial support. In cases such as these, if the member so desires, and if at least fifteen (15) days of advance notice is given to the Superintendent to return to active employment, the member shall return to active employment by not later than the beginning of the next grading period. A return to active employment shall be to the same position the member held at the time leave commenced, provided that he/she returns not later than the commencement of the next school year; a return to active employment after that shall be to an equivalent position. A completed survey intent form shall be forwarded to the Superintendent no later than the first day of March proceeding the next school year.

6.13 MILITARY LEAVE

A bargaining unit member engaged in military service will receive leave and reinstatement rights in accordance with the requirements of applicable federal and Ohio law.

6.14 FAMILY AND MEDICAL LEAVE ACT

A bargaining unit member may use unpaid family leave for the purposes and on the conditions set forth in the federal Family and Medical Leave Act of 1993 and its 2009 amendments as follows:

6.141 Eligibility

All bargaining unit members who have accumulated at least one year of service in the District, may apply for family leave under the provisions of the federal Family and Medical Leave Act.

6.142 Notice of Intent

A member desiring to use family leave shall notify the Superintendent in writing at least thirty (30) days prior to the beginning of the leave, if the need for the leave is foreseeable; otherwise, the written notice shall be given as soon as possible after the member learns of the need for the leave. The member's notice must specify that Family Leave will be the type of leave taken.

6.143 Insurance Coverage While on Leave

During the leave, for up to twelve (12) weeks per year, the Board shall continue to pay the contributions it makes for a member on the active payroll to continue participation in life, health, prescription drug, and dental insurance.

6.144 Restrictions

Should an eligible bargaining unit member opt to take another form of unpaid leave as described in Article VI in conjunction with the Family and Medical Leave Act, the Family and Medical Leave Act must be taken prior to taking the other contractual leave.

ARTICLE VII

INDIVIDUAL RIGHTS

7.01 INDIVIDUAL CONTRACT

7.011 Employment by Contract

Consistent with past practice, bargaining unit employees will be employed under two (2) year individual contracts of employment executed pursuant to Section 3319.02 of the Ohio Revised Code.

7.012 Content of Contract

A contract or salary notice will be issued annually to each bargaining unit member. This contract or salary notice shall contain the following:

- A. The number of work days in the school year, along with the first and last work day of the work year;
- B. The annual salary and the per diem pay of the bargaining unit member;
- C. The following statement:

"This contract is entered into by _____ and the Board of Education of the Medina City School District and is subject to the reasonable rules and regulations adopted by the Board, the pertinent provisions of the Ohio Revised Code, the pertinent rules and regulations of the Ohio Department of Education, and the provisions of the Agreement between the Board of Education of the Medina City School District and the Medina City School Psychologists Association."

7.013 Bargained Agreement Incorporated in Contract

All provisions of this Agreement are incorporated by reference into the individual contract of a bargaining unit member. Any change(s) in this Agreement will become a part of the individual contract on the effective date of the change(s).

7.02 RIGHT TO REPRESENTATION

A bargaining unit member shall, upon his/her request, have the right to be represented by the Association at all conferences which the member has reason to believe will deal with the disciplining of the member, and at other conferences to the extent required by law.

7.03 DISCIPLINE OF A BARGAINING UNIT MEMBER

7.031 Standards for Discipline

No bargaining unit member shall be disciplined by the Board or any of its agents without just cause.

7.032 Progressive Discipline

Disciplinary action shall consist of five (5) steps. It is understood that such action shall be commensurate with the severity of the bargaining unit member's offense, may be initiated at any level, and may include the repetition of an action without progressing to the next step.

Step One: Verbal warning(s)

Step Two: Written warning(s) – will incorporate comments relative to the verbal warnings in substantiation of previous problems. The written warning(s) will not be placed in the bargaining unit member's personnel file.

Step Three: Written reprimand(s) – will incorporate comments relative to the written warning(s) in substantiation of previous problems.

Step Four: Suspension(s), with or without pay.

Step Five: Termination

7.04 SENIORITY

7.041 Seniority Defined

For the purpose of this Agreement, seniority will mean continuous service in a bargaining unit position.

7.042 Continuous Service Defined

- A. For the purpose of this Agreement, continuous services will be computed from date of hire as a school psychologist, as determined by official Board action to employ the bargaining unit member.
- B. Continuous service will accrue during all paid leaves of absence and for a period of two (2) years from the effective date of the suspension of a limited teaching contract.
- C. Continuous service will not be broken by an unpaid leave of absence or employment by the Board in a position outside the bargaining unit, but such time in a position outside the bargaining unit will not be counted in computing seniority.
- D. In addition, continuous service will not be considered to have been broken if a bargaining unit member was non-renewed and then re-employed for the subsequent school year.
- E. When continuous service is equal, the drawing of a high card will be the determinative factor.

7.043 Seniority List

- A. No later than November 1 of each year the Director of Human Resources will provide the Association with a list showing the seniority of each bargaining unit member employed by the Board and will, thereafter, promptly notify the Association of any changes in the list. This list shall include:
 - 1. A bargaining unit member's specific area(s) of certification/licensure;
 - 2. A bargaining unit member's employment date;
- B. The Director of Human Resources will, at all times, have posted in his/her office a current seniority list which will be available for inspection during regular work hours by a bargaining unit member and/or the Association.
- C. It is the bargaining unit member's responsibility to review the seniority list posted in accordance with Paragraph A above. All challenges to an individual's placement on the seniority list must be registered in writing with the Director of Human Resources and the Association President within forty-five (45) days of the posting.

7.05 PERSONNEL FILE

7.051 Right to Review

A bargaining unit member will have the right, upon request, to review the contents of his/her personnel file and to receive a copy of any documents contained therein.

7.052 Right to Have Representative Present

A bargaining unit member will be entitled to have a representative of the Association accompany him/her during such review.

7.053 Right to Copy of Material in File

The bargaining unit member may be charged a cost of five (5) cents per page for materials copied from his/her personnel file.

7.054 Contents of File

- A. No material derogatory to a bargaining unit member's conduct, service, character, or personality will be placed in his/her personnel file unless the member has had an opportunity to review the material.
- B. The individual will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed,

with the express understanding that such signature in no way indicates Agreement with the contents thereof.

- C. The bargaining unit member will also have the right to submit a written answer to such material and his/her answer will be attached to the file copy.
- D. A bargaining unit member whose personnel file is to be inspected by a member of the public pursuant to Section 149.43 of the Ohio Revised Code will be notified, to the extent circumstances permit, at least five (5) days in advance of such review. Such notice shall include the name of the person making the request, the date the request was made and, if scheduled, the date and time of the review.
- E. In the event that there is an effort by a member of the public to inspect a personnel file under Paragraph D above, and the Board considers that circumstances require less than five (5) days advance notice of such review, the Superintendent will immediately notify the Association President and the Labor Relations Consultant for the Ohio Education Association. Such notification shall include identification of the party or parties who are seeking access and the address and telephone of their counsel, if any.

7.055 Right to Challenge Contents of File

- A. At least once every two (2) years, a bargaining unit member will have the right to indicate those documents and/or other materials in his/her file which he/she believes to be obsolete or otherwise inappropriate for retention.
- B. The documents will be reviewed by the Superintendent and, upon his/her agreement that the document should be destroyed, the document will be submitted to the Records Review Commission for destruction in compliance with Ohio law.
- C. The bargaining unit member will receive written confirmation of the outcome of the Records Review Commission within one (1) month of the Commission's decision. In any event, the member will receive a written decision no later than one calendar year following the date of the request to have the document removed.
- D. A disagreement over the question of obsolescence or inappropriateness will be subject to the grievance procedure set forth in Article III of this Agreement and will be initiated at Level III.

7.056 Restrictions

Although the Board agrees to protect the confidentiality of personal references, academic credentials, and other similar documents, it will not establish separate "confidential files."

EVALUATION

Each bargaining unit member will be evaluated annually through a written evaluation process. The evaluation shall be conducted by the Superintendent.

7.061 Evaluation Timeline

To provide time to show progress in correcting the deficiencies identified in the evaluation process, the evaluation process shall be completed as follows:

- A. Each bargaining unit member will utilize a Psychologist 360 Evaluation Form as a part of the Evaluation Process.
- B. In any school year that the bargaining unit member's contract of employment is not due to expire, at least one (1) evaluation shall be completed in that year. A written copy of the evaluation shall be provided to the bargaining unit member not later than the end of the bargaining unit member's contract year.
- C. In any school year that the bargaining unit member's contract of employment is due to expire, a first evaluation will be completed, with a written copy provided to the member, by January 31. A second evaluation will be completed, with a written copy provided to the member by April 15. It is understood that these deadlines supersede the evaluation deadlines appearing in Section 3319.02 of the Ohio Revised Code and it is further understood that these deadlines will be reasonably adjusted if either the member or the evaluator is unavailable due to unanticipated circumstances.
- D. Should deficiencies be recorded in the work performance of a bargaining unit member in any evaluation which could lead to the non-renewal or termination of a member's contract, the Board will provide the member with reasonable, written recommendation/s for improvement and with positive assistance-which may include time during the work day, material resources, and consultant services-to implement the recommendation/s for improvement. These recommendations will be in the form of an Improvement Plan. No bargaining unit member will be on an improvement plan for less than one (1) semester before a decision to terminate the member's contract is determined; this provision does not preclude the termination of a member for serious misconduct under Article 7, Section 7.03 of this Agreement.

7.062 Non-Renewal/Termination of Contract

- A. As previously stated in Section 7.03 of this Article, the contract of any bargaining unit member may not be terminated except for just cause.
- B. At least ten (10) days before acting to non-renew a bargaining unit member, and prior to the first day of June of the year in which such member's contract expires, the Board will notify the member of the date

that the contract expires and that the member may request a meeting with the Board. Upon request by such an employee, the Board will grant the member a meeting in executive session. In that meeting, the Board will discuss its reasons for considering non-renewal of the contract. The member will be permitted to have a representative, chosen by the member, present at the meeting. Written notice of any contract non-renewal will be provided to the member by June 1.

- C. If the Board fails to provide evaluations pursuant to this Section, or if the Board fails to provide, at the request of the bargaining unit member, a meeting as prescribed in Paragraph B. above, the employee automatically will be reemployed at the same salary plus increments that may be authorized by the Board for a period of one (1) year, except that if the member has been employed by the District for three (3) years or more, the period of reemployment will be for two (2) years.

7.063 Evaluation Forms

The forms used in the Evaluation Procedure will be maintained unless the Superintendent furnishes written notice of a proposed change to the Association President in which case the parties will confer for the purpose of achieving a consensus on such change.

7.07 COMPLAINT BY PARENTS AND/OR STUDENTS

7.071 Report of Complaint

Any complaint regarding a bargaining unit member by any parent, student, or other person, which is used in any manner, will be promptly investigated and called to the attention of the bargaining unit member. The member will be given an opportunity to respond to and/or rebut such complaint.

7.072 Member Options

At the option of the bargaining unit member, but within a reasonable length of time, one (1) of the following shall apply:

- A. The bargaining unit member shall have an opportunity to resolve the complaint individually with the complainant. Upon addressing the complaint the member will notify the appropriate supervisor of how the complaint was resolved.
- B. The bargaining unit member with the assistance and presence of the appropriate supervisor shall have a conference with the complainant for the purpose of resolving the problem. Upon request, the member may have a representative of his/her choice present at the conference unless such representation would violate student privacy laws.

PAYROLL DEDUCTIONS

7.081 General Provisions

- A. In addition to those deductions required by law for income taxes and the Ohio State Teachers Retirement System a bargaining unit member shall be entitled to the payroll deductions listed below.
- B. If a bargaining unit member desires to make a change in his/her payroll deduction authorization, he/she shall notify the Treasurer in writing. The change shall be made as soon as possible, but in no case later than the second (2nd) pay date following the receipt of the notice.

7.082 Charities

- A. Upon the written authorization of the bargaining unit member, the Board will deduct from the member's salary the prescribed amount as that member's contribution to a designated charity of the member's choice.
- B. Money, so deducted, shall be immediately forwarded by the Treasurer to the designated charity with an accounting as to the name(s) and amount contributed by the bargaining unit members.
- C. Such authorization shall be revocable, by written notice, upon the will of the bargaining unit member.

7.083 Life and Income Protection Insurance

- A. Upon the written authorization of the bargaining unit member, the Board shall deduct from the member's pay the prescribed amount as that member's premium for additional life insurance as provided for in Article V, Section 5.13 of this Agreement, and coverage provided by the insurance company.
- B. Such authorization shall be revocable by written notice upon the will of the bargaining unit member.
- C. Money so collected shall be immediately forwarded by the Treasurer, to the designated company with an accounting as to the name and amount paid by the bargaining unit member.

7.084 FCPE Contributions

- A. Upon the written authorization of the bargaining unit member, the Board will deduct from the member's salary the prescribed amount as that member's contribution to the Fund for Children and Public Education (FCPE).

- B. Money so collected shall be immediately forwarded, by the Treasurer, to FCPE along with the name and social security number of the bargaining unit member making the contribution.

7.085 Tax Sheltered Annuities

- A. The Board shall purchase tax sheltered annuities for a bargaining unit member desiring to participate in a 403(b) plan, a 457(b) plan or both. Tax sheltered annuities may be selected from companies meeting the Board requirements:
 - 1. Company must be licensed by the State of Ohio; and
 - 2. Must have five (5) or more contracts with employees of the District. Employees with contracts not meeting this criteria will be grandfathered.
- B. The cost of such annuity shall be deducted from the annual salary of the bargaining unit member and the difference shall be the total which the Treasurer reports as that member's earnings for tax purposes.
- C. Authorization for such annuity shall be revocable, by written notice, upon the will of the bargaining unit member.

7.086 STRS Service Credit Buy-Back by Payroll Deduction

The Board will make available payroll deduction for bargaining unit member buy-back of qualifying STRS credit in compliance with Section 3307.70 of the Ohio Revised Code, STRS rules, and IRS requirements. All members who wish to purchase or restore credit through payroll deduction must do so pursuant to this Section of the Agreement. The deduction shall occur from the first pay in each month in an amount designated in writing by the member and filed with the Treasurer. All such deductions shall be accounted for as "after tax" contributions. The effective date of this payroll deduction buy-back plan shall be at least sixty (60) days after the Treasurer has notified STRS of the effective date of the plan and has sent STRS a copy of the Board resolution approving this plan.

7.09 JOB SHARING

If two (2) bargaining unit members wish to enter into a job sharing arrangement, the members will present a plan to their immediate supervisor. The parties will confer for the purpose of reaching consensus on the terms of the plan. Final approval or denial will be decided by the Superintendent, but the plan will not be arbitrarily or capriciously denied.

7.10

EMPLOYMENT OF RETIREES RETURNING TO SERVICE

If the Board wishes to reemploy an STRS retiree in a bargaining unit position, representatives of the parties will promptly confer for the purpose of reaching a consensus on the terms of such employment.

ARTICLE VIII

WORK YEAR

8.01 LENGTH OF WORK YEAR

- A. The work year for a bargaining unit member shall be one hundred eighty-four (184) days, unless reduced by calamity days as provided in Section 3317.01 of the Ohio Revised Code.
- B. Effective with the 2017-2018 school year, a bargaining unit member has the discretion to work up to ten (10) additional days, eight (8) of which must be on school premises, by timesheet on days other than the regularly scheduled 184 days, with not less than quarter-day (2 hour) increments. Two (2) additional days, if approved by Administration, may be turned in by timesheet.

ARTICLE IX

WORKING CONDITIONS

9.01 CASELOAD SIZE

The Board will comply with the Ohio Operating Standards for Serving Children with Disabilities when assigning school psychologist caseloads.

9.02 PROTECTION OF EMPLOYEES, STUDENTS AND PROPERTY

9.021 Building Security

The Board shall take precautions so that all bargaining unit members have the opportunity to work in an environment in which reasonable and prudent measures have been taken to ensure the safety of members while engaged in professional responsibilities.

9.022 Protection of Property

The Board shall take precautions to prevent theft, damage and/or other types of vandalism in connection with school buildings and property contained therein.

9.03 ADMINISTRATION OF MEDICATION

9.031 Responsibility

- A. Bargaining unit members will not, except in situations stipulated in 9.032 below, be responsible for the Administration of prescription or non-prescription medication to students.
- B. Medical professionals contracted by the District will administer all medication to students from a centralized location, at designated times of the school day.

9.032 Exceptions

- A. Volunteer bargaining unit members in each school will administer medication and/or first aid to students:
 - 1. Only in the event that contracted medical professionals are not available; and
 - 2. Only in the event that they have received proper training that has been certified/verified as required. The Board will comply with Section 3313.713 of the Ohio Revised Code regarding the administration of medication to students.

ARTICLE X

CHANGES IN ASSIGNMENT OR TRANSFER OF PERSONNEL

10.01 ASSIGNMENT

10.011 Assignment Defined

The Superintendent will give notice of assignment to a new bargaining unit member, or reassignment of an incumbent member, as soon as practicable and, except in the case of emergency, not later than July 30th.

10.012 Change of Assignment Due to Leaves

A bargaining unit member who applies for and is assigned to an area of responsibility created by the leave of absence of another member will, upon that member's return to this position, return to his/her former position or an equivalent position.

10.02 INVOLUNTARY TRANSFER

10.021 Involuntary Transfer Defined

An involuntary transfer shall be defined as an involuntary change of assignment.

10.022 Transfer Procedure

- A. The Superintendent may involuntarily transfer a bargaining unit member only:
 - 1. After a meeting, or notice of the right to have a meeting with the member; and
 - 2. If the reason(s) for the transfer is not discriminatory, arbitrary, capricious, or without a rational basis in fact; and
 - 3. If the bargaining unit member has been given written notice of transfer and the reason(s) therefor as soon as practicable and, except in case of emergency, not later than July 15.
- B. A bargaining unit member may, at his/her option, be represented by the Association during the consultation with the Superintendent.
- C. When a transfer is necessary the area of competence, length of service in the District, frequency of previous transfers, and other relevant factors,

including legal requirements, will be considered in determining which member is to be transferred.

- D. A bargaining unit member being transferred will be placed only in an equivalent position: i.e., one which, among other things, involves no reduction in salary.

10.023 Option to Request Reassignment

- A. A list of open positions in the bargaining unit will be made available to a bargaining unit member being transferred.
- B. The bargaining unit member may request, in order of preference, the position(s) to which he/she desires to be reassigned.

10.024 Option to Resign

A bargaining unit member being transferred may choose to resign and seek employment elsewhere. If the member makes such a decision the Board shall hold the individual harmless.

10.03 VACANCY

10.031 Vacancy Defined

- A. A vacancy in a bargaining unit position shall exist when:
 - 1. A bargaining unit member dies;
 - 2. A bargaining unit member resigns;
 - 3. A bargaining unit member retires;
 - 4. A bargaining unit member has his/her contract non-renewed;
 - 5. A bargaining unit member has his/her contract terminated;
 - 6. A bargaining unit member is involuntarily transferred;
 - 7. A bargaining unit member is voluntarily transferred;
 - 8. A new position is created within the bargaining unit.

10.032 Notification Vacancy

- A. If the Superintendent determines not to fill a vacancy, he/she will so notify the Association President by email. Every reasonable effort will be made to involve a school psychologist in filling positions when vacancies occur in the bargaining unit.

- B. During the regular work year, email notification of a vacancy will be sent to all bargaining unit members.
- C. During the summer months, when school is not in session, notice of vacancy shall be sent by email notification and by the emergency phone notification system to all bargaining unit members.
- D. In the notification, the qualifications for the position, its duties, and the rate of compensation shall be clearly set forth. The qualifications for a particular position will not be established or changed without advance notice to the Association.

10.033 Length of Notification

- A. A bargaining unit member who desires to be reassigned to such vacancy shall submit his/her application to the Superintendent within the time limit specified in the notification.
- B. When a vacancy occurs before the end of the regular work year, the time limit shall not be less than five (5) days from the date of the notice.
- C. If a vacancy occurs after the end of the regular work year and during the months of June and July, the time limit shall not be less than ten (10) days from the date of notification.
- D. If a vacancy occurs after the end of the regular work year during the month of August and prior to the start of school, the time limit shall not be less than three (3) week days from the date of notification.

10.034 Exchange Positions

Bargaining unit members who jointly agree to exchange positions, with the Superintendent's approval, may do so without following the posting procedure.

10.035 Interview Participation

A school psychologist will be offered an opportunity the opportunity to be involved in filling positions when vacancies occur in the bargaining unit to the extent practicable under the circumstances.

10.04 VOLUNTARY TRANSFER

10.041 Voluntary Transfer Defined

A voluntary transfer shall be defined as a voluntary change in assignment.

10.042 Voluntary Transfer Procedure

- A. The Superintendent shall annually, not later than the fifteenth (15th) day of February, distribute to all bargaining unit members, survey forms on

which requests for voluntary transfer may be made. Completed survey forms shall be forwarded to the Superintendent through the building principal no later than the first (1st) day of March.

- B. When vacancies meeting the specific requests are available, a bargaining unit member requesting a voluntary transfer shall be given first consideration providing the member making the request is qualified for the position available.
- C. In addition to the above, a bargaining unit member desiring to be voluntarily transferred to a specific vacancy may notify the Superintendent pursuant to 10.033.
- D. If the request of a bargaining unit member for a voluntary transfer is denied, he/she will, upon request, receive a written explanation of the reason(s) therefore from the Superintendent.

ARTICLE XI

REDUCTION IN STAFF

11.01 REASON FOR REDUCTION IN STAFF

When the Board determines that it is necessary to reduce the number of bargaining unit members, it may implement a reduction in force (RIF) for any one (1) of the following reasons:

- A. The financial condition of the District;
- B. Financial circumstances affecting a particular program within the District;
- C. Declining enrollment in the District as a whole or in a particular program(s) within the District;
- D. The closing or consolidation of school buildings;
- E. Staff reorganization in response to changes in law;
- F. Territorial changes affecting the District;
- G. The return of a bargaining unit member from a leave of absence or from disability retirement.

11.02 METHODS OF REDUCING STAFF

In making such reductions, the Board shall suspend the contract of a bargaining unit member based upon seniority in the District.

11.03 NOTICE OF INTENT TO REDUCE STAFF

11.031 Notice to Association

- A. If the Board contemplates a RIF, it will notify the Association President of that fact not later than April 1st of the calendar year in which the RIF will occur. The notice will identify the position(s) affected, the reason for the action, and the time at which the RIF will become effective. The Association may, within five (5) days after receiving the notice, request a meeting with the Board and present any information it may have relevant to the proposed RIF.
- B. Any bargaining unit member whose contract is suspended as the result of a RIF shall be notified, in writing, of his/her intended suspension by April 30th of the calendar year in which the suspension will occur. Such notice will include the reason for the action and the time at which the suspension

will become effective. No member's employment contract will be terminated or non-renewed because of a planned RIF. The Board will act on such suspension at the next regularly scheduled Board meeting following the above deadline. The suspension will not become effective until the end of the member's work year.

- C. The notice provisions of Paragraphs A and B above do not apply in the case of a RIF occasioned by a bargaining unit member's return from a leave or disability retirement during a work year. In such a case the Superintendent will give the Association President and the member whose contract will be suspended to make way for the returning member advance notice of the RIF as is practicable under the particular circumstances.

11.04 RECALL FROM RIF/WAIVER OF RECALL RIGHTS

- A. A bargaining unit member whose contract is suspended shall be on the recall list for a period of twenty-four (24) months from the last day of active employment. Members on the recall list shall have the right of recall only to a bargaining unit position.
- B. A member shall be notified of recall by registered or certified mail as well as by electronic mail and must accept, in writing, the employment within fifteen (15) days of service of the recall notice. A copy of the electronic mail notice will simultaneously be sent to the Association President. It is the member's responsibility to maintain a current mailing address and e-mail address with the Board. Failure to accept recall within fifteen (15) days shall be interpreted as indication that the member does not wish to return to active employment in the District and shall result in removal from the recall list. If the recall occurs after July 1st, the member must respond in writing within seven (7) days or be removed from the recall list.
- C. A bargaining unit member whose contract has been suspended will be removed from the recall list during the 24-month recall period if he/she:
 - 1. Waives recall rights in writing; or
 - 2. Resigns.

11.05 RESTORATION OF SALARY/BENEFITS

A recalled bargaining unit member will be appropriately restored to salary and benefits upon returning to active employment.

11.06 PRECEDENCE CLAUSE

The recall of a bargaining unit member whose contract has been suspended under this Article will not occur until after the vacancy and transfer provisions of Article X of this Agreement have been applied.

ARTICLE XII

MANAGEMENT RIGHTS

- 12.01 Except as otherwise specified in this Agreement, the Board retains all managerial rights and responsibilities vested in it by law including the right to determine matters of inherent managerial policy such as the employer's functions and programs, standards of services overall budget, utilization of technology, and organizational structure; the right to direct, supervise, evaluate, or hire employees; the right to maintain and improve efficiency and effectiveness; the right to determine the overall methods, process, means, or personnel by which Board operations are to be conducted; the right to suspend, discipline, demote or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees; the right to determine the adequacy of the work force; the right to determine the overall mission of the employer and to take actions to carry out the mission; and the right to effectively manage the work force.
- 12.02 The exercise of the foregoing rights and responsibilities, and the use of judgment and discretion by the Board and Administration in connection therewith, shall be limited only by the terms of this Agreement, and the Board shall have no duty to bargain on the subjects herein reserved to the management and direction of the District; provided, however, that the Association does not hereby waive any statutory right to bargain it may have as to the impact of Board and Administration actions on any mandatory bargaining subjects which are neither in any way covered by other provisions in this Agreement nor within the scope of matters raised during the negotiations that led to this Agreement.

ARTICLE XIII

EFFECTS OF AGREEMENT

13.01 DEFINITION OF TERMS

13.011 Days Defined

Unless otherwise indicated, the term "Days" shall mean calendar days.

13.012 Superintendent Defined

Unless otherwise indicated, the term "Superintendent" when used in this Agreement is understood to mean the Superintendent or his/her designated representative.

13.013 Treasurer Defined

Unless otherwise indicated, the term "Treasurer" when used in this Agreement is understood to mean the Treasurer of the Board or his/her designated representative.

13.02 NON-DISCRIMINATION

There will be no discrimination in any employment practices of any other rule, regulation, or policy relating to employees because of race, color, religion, sex, sexual orientation, national origin, ancestry, marital status, or place of residence.

13.03 AVAILABILITY OF BOARD POLICIES

13.031 Availability of Policies

Board policies will be made available to a bargaining unit member by placing them on-line and through the District's website.

13.032 Recommendations to Policies

The Board will be receptive to recommendations for additions or revisions of the policies.

13.04 SEVERABILITY

13.041 Conflict of Laws

If any provision(s) of this Agreement or any application of the provisions of this Agreement to any person(s) is found, by a court of competent jurisdiction, to be in conflict with any federal or state law, regulation, ruling or order, now

or hereinafter enacted or issued, such provision or application shall be inoperative but the remaining provisions hereof shall continue in effect.

13.042 Renegotiation

Upon request of either the Association or the Board, within ten (10) days after such finding, the parties will meet solely for the purpose of negotiating the provision(s) affected.

13.05 ORC 3302.10 ACKNOWLEDGEMENT

As required by Section 3302.10(P) of the Ohio Revised Code the provisions of Section 3302.10 are incorporated by reference as part of this Agreement.

13.06 AGREEMENT REPRODUCTION AND DISTRIBUTION

This Agreement will be posted in a PDF read-only format on the staff tab.

ARTICLE XIV

DURATION

14.01 DURATION

This Agreement shall become effective at 12:01 a.m. July 1, 2016, and will continue in full force and effect until 12:00 midnight, June 30, 2020.

14.02 CERTIFICATION OF RATIFICATION

Ratification of the foregoing Agreement between the parties is attested to by the representatives whose signatures appear below.

MEDINA CITY SCHOOL PSYCHOLOGISTS ASSOCIATION

BY: [Signature] BY: Susan K. Dorey

BY: Allison Lukerman BY: [Signature]

BY: [Signature]

MEDINA CITY BOARD OF EDUCATION

BY: [Signature] BY: Douglas C. Eastwood

BY: D. M. Chambers BY: [Signature]

BY: Kristine M. Quallich

APPENDIX A

GRIEVANCE PROCEDURE FORM

AGGRIEVED PERSON, PERSON, and/or M.C.S.P.A. _____

ADDRESS _____ PHONE _____

SCHOOL _____ ADMINISTRATOR _____

DATE GRIEVANCE OCCURRED _____ DATE OF FORMAL FILING _____

PERSON OR PERSONS TO WHOM GRIEVANCE IS DIRECTED: _____

_____ INITIATED ON LEVEL _____

STATEMENT OF GRIEVANCE:

ACTION REQUEST:

Have you discussed this with your immediate supervisor?

Yes _____ No _____

If YES, what action has been taken so far?

Grievant

APPENDIX B
GRIEVANCE DECISIONS

LEVEL II (FORMAL) DECISION

DATE _____ SIGNATURE _____
Administrative Representative

SIGNATURE _____
Grievant and/or Association Representative

LEVEL III (FORMAL) DECISION _____

DATE _____ SIGNATURE _____
Administrative Representative

SIGNATURE _____
Grievant and/or Association Representative

Where decision requires additional space attach pages as necessary.

APPENDIX C

Salary Schedule

		4	9	14	19	23	25		Base Increases
Base	\$55,661	4,000	5,000	5,000	5,000	4,000	2,000		
2016-17	\$56,774	4,000	5,000	5,000	5,000	4,000	2,000		2%
2017-18	\$57,626	4,000	5,000	5,000	5,000	4,000	2,000		1.5%
2018-19	\$58,490	4,000	5,000	5,000	5,000	4,000	2,000		1.5%
2019-20	\$59,367	4,000	5,000	5,000	5,000	4,000	2,000		1.5%

The 2016-2017 2% increase is not retroactive, but will be paid in a lump sum following ratification for the partial year. Add 1.5% to above salary after conferral of PhD or EdD.

In all cases, the BASE SALARY assumes no Medicare Tax (1.45%) coverage. On top of the converted amount, the Board will implement STRS pickup (with pickup on the pickup) at 4 percentage points.

Employee has discretion to work up to ten (10) additional days, eight (8) of which must be on school premises by timesheet on days other than the regularly scheduled 184 days, with not less than quarter-day (2 hour) increments. Two (2) additional days, if approved by Administration, may be turned in by timesheet.

One hundred twenty (120)-day concept to receive a year of credit.

Grandfather/mother clause: No employee will receive a salary less than that shown on the previously distributed converted salary sheet (assuming ten (10) discretionary days) until such time as he/she receives a raise under the above.

APPENDIX D (a)

Sick Leave Bank

The Sick Leave Bank may be used to cover **catastrophic** illness/injury of members, their spouses, and dependent children.

The Sick Leave Bank is voluntary, and bargaining unit members are eligible to enroll prior to October 1.

To enroll, members complete Form A.

Eligibility for membership in the Sick Leave Bank is conditional upon having a positive sick leave balance effective at the end of the first pay period in October.

Contributed Sick Leave Bank Days do not impact the attendance incentive of the Agreement.

Sick Leave Bank membership lists will be distributed so members can check on their status in the Sick Leave Bank.

Eligibility to receive days from the Sick Leave Bank:

1. Has exhausted all accumulated sick leave credit.
2. Has suffered a catastrophic illness or injury verified by a physician (whether a qualifying illness or injury exists will be determined by the Sick Leave Bank Committee).
3. Has a spouse or child suffering from a catastrophic illness or injury verified by a physician (whether a qualifying illness or injury exists will be determined by the Sick Leave Bank Committee).
4. Has been absent for thirty (30) consecutive work days (unless this requirement is waived by the Sick Leave Bank Committee).
5. Has contributed one (1) or more days to the Sick Leave Bank.

To apply to use this bank, Sick Leave Bank members complete Form B.

Application must take place in the school year during which the **30 consecutive work days** of absence occurred.

Bargaining unit members are limited to receive no more than thirty (30) days of sick leave from the bank in a given school year. On a one-time basis over the course of employment, this amount may be increased by up to an additional thirty (30) days in a given school year if authorized by the Sick Leave Bank Committee. The maximum amount allowed over the course of employment with the District is one hundred twenty (120) days.

**Sick Leave Bank
Form A
CONTRIBUTION TO SICK LEAVE BANK**

Contributor's Name _____ SSN _____

Position _____ Building _____

Signature _____ Date _____

APPENDIX D (b)

Sick Leave Bank

The Sick Leave Bank may be used to cover catastrophic illness/injury of members, their spouses, and their dependent children.

The Sick Leave Bank is voluntary, and bargaining unit members are eligible to enroll before October 1. Members complete Form A.

Eligibility to receive days from Sick Leave Bank:

1. Has exhausted all accumulated sick leave credit.
2. Has suffered a catastrophic illness or injury verified by a physician (whether a qualifying illness or injury exists will be determined by the Sick Leave Bank Committee).
3. Has a spouse or child suffering from a catastrophic illness or injury verified by a physician (whether a qualifying illness or injury exists will be determined by the Sick Leave Bank Committee).
4. Has been absent for thirty (30) consecutive work days (unless this requirement is waived by the Sick Leave Bank Committee).
5. Has contributed one (1) or more days to the Sick Leave Bank

To apply, a member of the Sick Leave Bank completed Form B.

Application to use the Sick Leave Bank must take place in the school year during which the **30 consecutive work days** of absence occurred.

Bargaining unit members are limited to receive no more than thirty (30) days of sick leave from the bank in a given school year. On a one-time basis over the course of employment, this amount may be increased by up to an additional thirty (30) days in a given school year if authorized by the Sick Leave Bank Committee. The maximum amount allowed over the course of employment with the District is one hundred twenty (120) days.

**Sick Leave Bank
Form B
APPLICATION FOR USE OF SICK LEAVE BANK**

Name _____ SSN _____

Physician's Name _____ Verification Attached _____

Estimated Beginning and Ending Dates of Absences _____

Member's Signature _____ Date _____

Sick Leave Bank Chair's Signature _____ Date _____

I prefer to receive Sick Leave Bank pay in:

_____ 1 payment

_____ 2 equal consecutive payments

_____ 3 equal consecutive payments

(Indicate choice by checking payment option.)

*A maximum of 30 days may be drawn from this Sick Leave Bank annually. (May be increased one time up to 60 days).

APPENDIX E

INSURANCE COVERAGE FOR EMPLOYED SPOUSES OF ELIGIBLE EMPLOYEES

**MEDINA CITY SCHOOL DISTRICT
Human Resources Department**

INSURANCE COVERAGE FOR EMPLOYED SPOUSES OF ELIGIBLE EMPLOYEES

As a result of the collective bargaining process, Medina City School District employees who qualify for family health insurance benefits may now be in a situation where their employed spouse will no longer be covered as primary under the Medina City School District health insurance plan. Your spouse is no longer permitted to receive primary health insurance coverage through Medina City School District's insurance plan if **all three** of the following statements are true:

1. He or she works a minimum of 20 hours per week; AND
2. He or she has "ACCESS TO CONTINUOUS GROUP HEALTH INSURANCE COVERAGE" (explained below) as part of his or her employment; AND
3. He or she pays out of pocket from **0% to 35%** of the health insurance benefit premium cost. (Effective July 1, 2016, from 0% - 40% of the health insurance benefit premium)

ACCESS TO CONTINUOUS GROUP HEALTH INSURANCE COVERAGE can occur in many situations. Your spouse has such access if:

- He or she can enroll...OR
- He or she can elect to receive a stipend or higher salary in lieu of enrolling in the employer's health insurance plan. (Thus, the spouse could have enrolled in the employer's health insurance plan even if he or she chose not to do so)...OR
- He or she can choose "cafeteria style" insurance benefits from the employer, choosing among health insurance, life insurance, annuity premiums, etc. (Thus the spouse could have enrolled in the health insurance portion of the employer's "cafeteria style" benefits)...OR
- He or she is the owner or partner in a company that provides health insurance benefits to its employees; OR
- His or her employer provides other means of access to continuous health insurance coverage. Please specify_____.

Check one box:

- One or more of the first three numbered statements printed above is false. Specify which statement(s) _____. Please sign the bottom of this form;
- All of the first three statements printed above are true. Your spouse **MUST** enroll in his/her health insurance plan for at least single coverage. Therefore, my spouse's employer will provide primary coverage for him or her (and dependent children if they are enrolled in the

INSURANCE COVERAGE FOR EMPLOYED SPOUSES OF ELIGIBLE EMPLOYEES
(continued)

spouse's plan). The Medina City School District's insurance plan will provide secondary coverage...Please check one of the following boxes:

- My spouse is currently enrolled in his or her employer's group health insurance plan. OR
- My spouse will become eligible for his or her employer's health insurance plan on the following date: _____.

I attest that the information provided above is true to the best of my knowledge. I also understand that, should the spouse be eligible for health insurance through his or her employer's program and not enrolled, the Medina City Schools or our insurance carrier will seek to recover any claims that may have been inappropriately paid by our insurance carrier.

If you have any questions, please call: Human Resources

EMPLOYEE SIGNATURE

DATE

APPENDIX F

STRS PICKUP AND PICKUP ON THE PICKUP DEFINED

STRS Pickup (Employee retirement contribution paid by employer in addition to stated salary)

Bargaining unit members typically have 14% of their salary withheld as a contribution to the State Teachers' Retirement System. Where compensation includes STRS Pickup, the portion of the bargaining unit member's salary that is normally withheld is now paid directly to STRS by the school District. When the pickup is 4%, as is negotiated, the employee will have 10% of his/her salary withheld (14% less 4%); the District will pay the other 4%.

STRS Pickup on the Pickup

The portion of the bargaining unit member's salary that is normally withheld from salary for purposes of the STRS contribution is 14%. When the District pays a portion of that contribution for the employee as described above under STRS Pickup, that amount of money is considered to be compensation or income for which there must also be 14% withheld and contributed to STRS. Therefore, when the Board pays *pickup on the pickup*, they are paying the portion of the employee's normally withheld contribution, ex. 4% as described above, and 14% of that 4%. The 14% of the 4% (in this example) is the *pickup on the pickup*.

Example:

Base Salary BS and 0 years of experience:	\$56,774	Salary reported to STRS
Normal employee contribution 14%	\$7,948	
Salary remaining	\$48,826	Take home pay before taxes and deductions

With Board funded pickup and pickup on pickup

Base Salary:	\$56,774	
Employee contribution 10%:	<u>\$5,677</u>	
	\$51,097	Take home pay before taxes and deductions

Board funded pickup (4% of \$56,774) \$2,271

Board funded pickup on pickup (14% of 2,271) \$ 318

Total Board Funded \$2,589

Base Salary	\$56,774
Board Pickup	<u>\$2,589</u>
Salary Reported to STRS	\$59,363