

MASTER AGREEMENT

Between

**MIDDLETOWN CITY SCHOOL DISTRICT  
BOARD OF EDUCATION**

and

**MIDDLETOWN TEACHERS ASSOCIATION**

Effective July 1, 2014 through June 30, 2017

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The following can be found at the end of the Contract in the Appendix section(s):

- Pay Tables
  - Teacher Salary Schedule

- Pay Index
- Supplemental Pay
  - 2014-2015
  - 2015-2016
  - 2016-2017
  - Categories Index
- Teacher Evaluation MOU

MIDDLETOWN BOARD OF EDUCATION

Middletown Teachers Association

PROFESSIONAL NEGOTIATIONS CONTRACT

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

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

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

ARTICLE 1.

RECOGNITION

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

bargaining unit until the return to duty of the teacher whose position the substitute has been assigned to or the end of the school year, whichever event occurs first.

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

## ARTICLE 2.

### DEFINITIONS

- 2.1 "Teacher" refers to certificated professional teaching staff as included in Article 1, Section 1.1.
- 2.2 "Days" as used in this Agreement shall be defined as Monday through Friday exclusive of legal holidays, winter and spring break.
- 2.3 "Association" or "MTA" means the Middletown Teachers Association.
- 2.4 "Board", "Board of Education" or "Employer" means the Board of the Middletown City School District.
- 2.5 Unless otherwise provided herein, the "school year" shall be defined as the time period July 1 through June 30.
- 2.6 For purposes of this Agreement, seniority will be defined as the length of continuous employment for the Middletown City School District Board of Education as verified by official Board minutes.

## ARTICLE 3.

### MANAGEMENT RIGHTS

- 3.1 Except as otherwise specifically provided in this Agreement, the Board hereby retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in the Board or its Superintendent by the laws and the Constitution of the State of Ohio including, but not limited to, their exclusive right and responsibility:

- A. to determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Employer, standards of services, its overall budget, utilization of technology, and organizational structure;
  - B. to direct, supervise, assign, reassign, schedule, evaluate, hire, discipline, suspend, demote, discharge, reprimand, layoff, transfer, promote, or retain employees;
  - C. to maintain and improve the efficiency and effectiveness of the Employer's operations;
  - D. to determine the overall methods, process, means, or personnel, internal and external, by which the Employer's operations are to be conducted, the location, type, and number of physical facilities, equipment, programs, and the work to be performed;
  - E. to determine the size, composition, and adequacy of the work force, as well as to make, amend, and enforce work rules, regulations, standard operating policies, and procedures;
  - F. to determine the overall mission of the Employer as a unit of government;
  - G. to effectively manage the work force;
  - H. to determine the hours of work and work schedules;
  - I. to determine the duties to be included in all job classifications;
  - J. to take actions to carry out the mission of the Employer as a governmental unit.
- 3.2 It is agreed that the above listing of management rights shall not be deemed to exclude other proper functions not specifically listed herein or traditionally exercised by the Employer.
- 3.3 The management rights set forth above shall not be subject to arbitration or impairment by an arbitration award or otherwise except to the extent that such rights are specifically limited by an express provision of this Agreement. Failure to exercise a right or exercising it in a particular manner shall not be deemed a waiver of any management right or prerogative.
- 3.4 The District agrees that conditions of employment relating to wages, hours of work and other significant and material terms and conditions of employment not expressly covered by this Agreement which are mandatory subjects of bargaining as defined by law may not be changed by the District unless the Association is first given notice of the proposed

change and an opportunity to bargain regarding the proposed decision and/or the effects of such a decision on bargaining unit employees as that bargaining obligation is defined by law.

## ARTICLE 4.

### ASSOCIATION RIGHTS

#### 4.1 Association Representatives

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

#### 4.2 Registration and Payroll Deductions for Professional Organizations

- A. The names and addresses of newly employed personnel eligible for membership in the MTA shall be made available to the MTA following Board approval of the contracts. These employees shall be provided by the MTA with a copy of the current Master Contract.
- B. An MTA member, upon his/her written request, shall be given the right of payroll deduction of combined dues for the MTA and its affiliates without cost to the association or the individual involved.
- C. The MTA is to assume clerical responsibility for registration for membership of professional organizations for all "Professional teaching staff" eligible for membership in the MTA.
- D. The MTA faculty representatives shall be allowed appropriate time during the pre-school workshop for instruction regarding registration and enrollment.

- E. Payroll deductions shall be conducted by the Board of Education. Subject to the provisions of Section 4.3, below, each employee shall have the right to discontinue any such deductions by proper notice to the Treasurer of the Board of Education at the commencement of each school year. (See Article 24.4)
- F. The MTA agrees that it will indemnify and hold the Board harmless from and recovery of damages and expenses sustained by reason of any action taken under this Article.

#### 4.3 Fair Share Fee

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

such fair share fee deductions were made, the period covered, and the amounts deducted for each.

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

- I. Arbitrations under the Association's rebate procedure concerning fair share fee objections shall be held outside regular school hours.

#### 4.4 Facility Usage

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

### ARTICLE 5.

#### DISTRICT COMMITTEES

##### 5.1 Faculty Advisory Committee

- A. There shall be a Faculty Advisory Committee established in each building, which shall be chaired by the MTA Building Chairperson. The building principal shall be a member of the committee.
- B. MTA shall have representatives on the Faculty Advisory Committee in a ratio of one (1) MTA representative for each ten (10) teachers, or fraction thereof, provided that in each building the MTA shall be entitled to a minimum of two (2) MTA representatives. Such representatives shall be elected by their respective faculties.
- C. After election of the members of the Faculty Advisory Committee, the building chairperson and the building principal shall evaluate the structure of the committee and jointly determine whether additional members need to be added to provide adequate representation of the staff. They shall then take these recommendations back to the Faculty Advisory Committee for their approval. Membership may be granted to other faculty members by the committee on a permanent or temporary basis for the school year. They may also from time to time, when necessary, appoint a member or members of the building staff who are not members of the committee for particular project studies.

- D. The intent of the committee is to improve communications between staff and administration in regard to building problems and programs.
- E. The Faculty Advisor Committee shall meet at least once a month during the school year to discuss matters of common interest in the building, such as scheduling the teachers' preparation period, maintenance, supplies, etc. A schedule of regular meetings shall be established and an agenda of matters to be considered at the regular meetings shall be distributed to the building staff at least twenty-four (24) hours before any regular meeting.
- F. Special meetings may be scheduled when necessary.
- G. Minutes of all meetings shall be kept and made available to the building staff, the MTA, the Superintendent, and the Director of Human Resources. All meetings are to be open so that any teacher or administrator can attend as an observer.
- H. At the beginning of each year the FAC and building principal shall prepare a mutually acceptable plan such that every teacher shall have their scheduled planning time.

## 5.2 Labor Management Committee

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

- B. Representation on this committee will be:

For the Administration:

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

For the Association:

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

- C. The parties reserve the right to invite their Association Representative or Legal Counsel to meetings where Agenda items have bearing upon matters that relate to

collective bargaining or potentially grievable items or where otherwise deemed necessary upon written notice to the other party.

- D. The Superintendent and President will serve as co-chairpersons of the committee.
- E. One member appointed by the co-chairmen will serve as secretary and prepare minutes of the meeting. Before distribution, both parties shall review the minutes. Copies will be provided to all administrators, board members and association representatives.
- F. The chairpersons shall recognize any consensus of the parties to table a topic.
- G. Meeting Schedule and Agenda
  - 1. Meetings will be held as needed by the parties. An agenda shall be submitted at least 48 hours prior to the meeting to both parties. The intent is for each side to come to the meeting as well prepared as possible.
  - 2. A specific day and time shall be agreed to for future meetings. Every attempt shall be made to keep such a schedule, realizing that some flexibility is necessary.
  - 3. Except in emergencies, topics not on the agenda shall not be discussed but placed on the following meeting's agenda. The agenda shall include a brief description of each item to be discussed. Emergency items may be added to the agenda by mutual consent.
- H. General Guidelines
  - 1. It is recognized that recommendations growing out of these meetings are not binding.
  - 2. Topics that could lead to grievances may be discussed.
  - 3. Each person wishing to speak shall be recognized by the facilitator before speaking, subject to the rules of order adopted by the parties to govern the conduct of meetings.
  - 4. The co-chairpersons shall recognize a consensus to table a topic for further study.
  - 5. Each topic shall be discussed fully before proceeding to another topic. Topics requiring further study may be tabled. Where mutually satisfactory decisions are not reached, the topic shall be cancelled, reverting to its

proper place in the labor management relationship - for instance, grievance procedure, negotiations, etc.

6. There will be mutual agreement on any news releases.

### 5.3 Local Professional Development Committee

A Local Professional Development Committee (“LPDC”) shall be established following the “LPDC Handbook” as amended from time to time by the LPDC Committee.

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

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

## ARTICLE 6.

### NEGOTIATIONS PROCEDURES

#### 6.1 Composition of Negotiating Teams

- A. The MTA shall be represented by not more than five (5) persons of the MTA and designated by the MTA for this purpose. A chairperson shall be designated in advance.
- B. The Board of Education shall be represented by not more than five (5) persons approved by the Board of Education, upon recommendation of the superintendent of schools. A chairperson shall be designated in advance. These persons shall not be members of the MTA or professional personnel represented by the MTA.
- C. A quorum, consisting of two teams of two members each, shall be present before each negotiation's session is begun.
- D. The membership of a negotiating team should be determined at the beginning of a series of bargaining sessions and should, as far as possible, remain the same throughout the sessions.

- E. Each team shall be empowered to make proposals and counterproposals and come to tentative agreements on behalf of its respective party.
- F. The negotiating teams may jointly appoint ad hoc study committees to research, study and develop projects, reports and programs, and to make recommendations on matters under consideration. Such appointments shall include specific instructions as to time and methods for reporting findings. These committees shall report all findings to both negotiating teams in joint session.
- G. Members of the negotiating teams, as professional individuals, shall be expected to voice their opinions openly and freely in a cooperative attempt to reach equitable decisions. No sanctions or reprisals of any kind shall be taken by either the MTA or the Board of Education against the other party by reason of participation in negotiations.

## 6.2 Requests for Negotiations

- A. Items proposed for professional negotiations shall be submitted by the President of the association to the Superintendent of the school district or by the Superintendent of the school district to the President of the association.
  - 1. The initiating party shall include:
    - a. Date of request
    - b. List of items being submitted for negotiation
    - c. Person to contact
  - 2. The receiving party shall within ten (10) days submit written response which shall include:
    - a. Date of response
    - b. Acknowledgement of receipt of professional negotiations request
    - c. List of items the receiving party wishes to submit for negotiations
    - d. Person to contact
- B. If mutually agreed to by the parties, the contract or any part thereof may be renegotiated prior to the termination of the effective date of same. Negotiations shall begin within ten (10) days of the agreement to renegotiate in accordance with the procedures specified in Article 5.
- C. The master contract negotiations shall be reopened 120 days prior to the expiration date.

## 6.3 Meeting

- A. An agenda of items and/or order for discussion of the entire list of requests shall be agreed upon by both negotiating teams. Upon adoption of said agenda, which shall be done at the first meeting, no issues shall be added to the agenda for negotiation without the consent of both teams.
- B. Negotiation meetings shall be scheduled to interfere least with school schedules; however, if necessary, members of the negotiation teams may be reassigned from school duties to attend these meetings.
- C. Until all negotiation meetings are completed, each meeting shall include a decision on an agreed time, date and place for the next meeting.
- D. The meetings shall be held in mutually acceptable surroundings. The superintendent and the president of the MTA and/or chairperson of the negotiating teams shall make arrangements for the meeting place.

#### 6.4 Conduct of Meeting

- A. Representatives of the news media shall not be permitted to attend a negotiation session. Any press releases during negotiations must be agreed upon by both negotiating teams.
- B. Upon the request of either party, any negotiation meeting shall be recessed to permit the parties to caucus.
- C. As items receive tentative agreement, they shall be reduced to writing and initialed by each party. Such initialing shall be considered a final agreement on that item, unless both parties mutually agree to modify the tentative agreement.
- D. The completed negotiated agreement, or all items agreed upon by the parties, shall be reduced to writing and submitted to the MTA for approval and to the board for approval. Any items not agreed upon shall be submitted to an arbitrator/fact finder or mediator as set forth below in paragraph 5.6.

#### 6.5 Agreement

- A. Upon ratification by both parties, the agreement shall be signed within five (5) days by the Superintendent of schools and by the President of the Board of Education and the president of the MTA and the members of the negotiations teams.
- B. The agreement, as ratified by both parties, shall be entered into the official minutes of the Board of Education at the time of ratification and shall go into

effect immediately unless a specified date is indicated as the effective date for a negotiated time.

## 6.6 Impasse

- A. If the negotiating teams are unable to negotiate the items under negotiation to a satisfactory conclusion within forty-five (45) calendar days from the date of the first negotiations session, unless both negotiation teams extend the time, the matter may be referred to the Federal Mediation and Conciliation Service by either party.
- B. If the parties are unable to reach an agreement within sixty (60) calendar days from the date of the first negotiations session, unless both parties extend the time, the matter shall be referred to a single impartial FACT FINDER under the rules of the American Arbitration Association.
- C. The Fact Finder shall render a decision in writing and make his/her recommendations within thirty (30) days after the impasse hearings. The final recommendations shall be submitted concurrently to the Board and the Association. Upon receipt of the Fact Finder's recommendations the provisions of Ohio Revised Code Section 4117.14, which details the procedures related to the acceptance and rejection of the Report, and the right to strike which procedures shall be adhered to by the parties, except that the Board and the Association shall have fourteen (14) days from the receipt of the Fact Finder's Report to accept or reject the Report and serve notice of such action on the State Employment Relations Board.
- D. Each party shall bear the expense of its own witnesses, the production of its evidence and the presentation of its case. The cost for the services of the AAA arbitrator, including per diem expenses, if any, and the actual and necessary travel and subsistence expenses shall be borne equally by the Board and the MTA.

## 6.7 Contrary to Law

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

- 6.8 The parties acknowledge that during the negotiations that resulted in this agreement, each party had the unlimited right and opportunity to make demands and proposals, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement, and this agreement embodies all applicable provisions relating to employees covered. Therefore, the employer and the union, for the term of this agreement, each agree that the other shall not be obligated to negotiate with respect to any item covered by this agreement. The employer and the union may, however, mutually agree to alter, amend, supplement, enlarge or modify the provisions of this agreement only by a written agreement or letter of understanding.
- 6.9 The parties agree that this agreement will be the sole and exclusive recourse available to employees and the parties hereto and, where provisions of this agreement conflict with otherwise applicable provisions of Ohio law, this agreement shall prevail pursuant to Ohio Revised Code, Section 4117.10(A).

## ARTICLE 7.

### GRIEVANCE PROCEDURES

#### 7.1 Definitions

- A. A "grievance" shall be described as a dispute or complaint arising between the parties hereto under or out of this Agreement or the interpretation, application, performance, termination or any alleged breach thereof. A grievance shall be submitted through the prescribed form which shall be available on the District's intranet website.
- B. The grievant shall mean the party filing the grievance and may be a teacher or teachers covered by this Agreement or the MTA.
- C. The term days, when used in this Article, shall mean contract working days unless otherwise indicated.

#### 7.2 Statement of Basic Principles

- A. Every teacher who so requests shall be represented by the MTA in the grievance procedure. The teacher shall be present at any grievance discussion. When the presence of a teacher at a grievance hearing is requested by either party, illness or other incapacity of the teacher shall be grounds for any necessary extension of grievance procedure time limits. The failure of the grievant to act on any grievance with the prescribed time limits will act as a bar to any further appeal. The time limits, however, may be extended by mutual agreement.

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

### 7.3 Procedure

- A. Level One - A grievance lodged with the principal or the appropriate administrator must be within thirty (30) days after the grievant could reasonably be assumed to have known of the event or action giving rise to the alleged grievance. The grievance conference shall occur within ten (10) days after the grievance is filed. The grievant shall be accompanied by the local MTA building representative or any other MTA personnel of the grievant's choosing. The principal or appropriate administrator shall file his/her decision within ten (10) days after the Level One conference or, if the principal/administrator fails to answer, the grievance shall automatically proceed to the next step.
- B. Level Two - In the event a grievance has not been satisfactorily resolved at Level One, the MTA may file, within ten (10) days of the principal's or the appropriate administrator's written decision at Level One, a copy of the grievance with the Superintendent within ten (10) days after such written grievance is filed, the

grievant, the MTA and the Superintendent or his designee shall meet to attempt to resolve the grievance. The Superintendent or his designee shall file his decision within ten (10) days of the Level Two hearing and communicate it to the grievant and the MTA or, if the Superintendent or his/her designee fails to answer, the grievance will automatically proceed to Level Three.

- C. Level Three - If the grievance has not been satisfactorily resolved at Level Two, the MTA may within ten (10) days of the Level Two decision, demand arbitration under the Voluntary Arbitration Rules of the Arbitration and Mediation Association (“AMS”) of Cincinnati, Ohio, by direct written demand therefore and a list of twelve (12) arbitrators to the AMS, with a copy of said notice to the other party. The arbitrator shall be appointed in accordance with AMS rules according to the strike and rank method.
- D. The cost for the services of the arbitrator, including per diem expenses, if any, and the actual and necessary travel and subsistence expenses shall be shared equally by the Board and the MTA.
- E. When issued in accordance with these procedures, the opinion and award of the arbitrator shall be final and binding to all parties. The arbitrator shall not have the power to add to, or subtract from, or modify this contract.

## ARTICLE 8.

### TEACHER CONTRACTS

#### 8.1 Initial Contract

The initial limited contract offered to teachers new to the Middletown City School District, except teachers hired to fill vacancies occurring during the school year, or as substitute teachers, shall be for a term of one (1) school year. Teachers hired during the school year to fill vacancies may be offered contracts for the remainder of the school year. Upon completion of the first contract of employment in the Middletown City Schools, such teachers, if reemployed, shall be offered a limited contract for a term of one (1) year. Upon the completion of the second contract, assuming eligibility for continuing contract status does not exist, such teacher, if reemployed, shall be offered a contract for a term of one (1) year for the second and any subsequent years of employment.

#### 8.2 Probationary Non-Renewal

Notwithstanding any other provision in this Agreement, or State law including ORC Sections 3319.16, 3319.11 and 3319.111, prior to June 1 of any of a limited contract teacher’s first two years of service in the District, as defined by the Board adopted school

calendar, any such limited contract teacher may be notified of the Superintendent's intent to recommend the teacher be non-renewed. The non-renewal shall not be subject to the grievance and arbitration procedures of this Agreement or any other appeal or hearing procedures provided by State law. Prior to the non-renewal, however, the probationary employee shall be given the reason(s) for the proposed non-renewal, in writing, at which time the employee may request representation by an MTA representative. For purposes of this paragraph, a newly hired limited contract teacher includes individuals who have previously served the District as part-time tutors or substitute teachers. The parties may, by written consent, extend the probationary period herein for one additional school year.

Without prejudice to the District's ability to non-renew newly hired teachers as set forth above, the school principal or designee shall follow the District's evaluation guideline with regard to the jointly developed goals review conference, to be held on or before January 31, and to set forth therein any known performance deficiencies.

In addition, on or before October 1 of each school year, the District may unconditionally release any newly hired teacher. This action may not be grieved or appealed in any other manner.

### 8.3 Conditions of Employment for Newly Hired Limited Contract Teachers

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

### 8.4 Continuing Contract

No later than September 15 of each school year, the District shall notify all teachers that those who achieve eligibility for continuing contract status must file an application form with the Superintendent or designee no later than September 30 in the school year in which they will qualify for a continuing contract. The teacher must satisfy all qualifications of the continuing contract by the date of the last scheduled Board meeting in May in order to receive continuing contract status for the following school year. In addition, to attain continuing contract status, the teacher must demonstrate sufficient effort to be readily available to allow for the administration to complete the evaluation procedures set forth in the attached Memorandum of Understanding, be recommended by the Superintendent, and be approved by the Board of Education by June 1 of the year in which continuing contract eligibility has been achieved. If the teacher is not recommended, the teacher may be granted a 1-year extended limited contract or be non-

renewed. If the Board fails to take appropriate action regarding the attainment of the continuing contract by June 1, then the contract status will be governed by Ohio law.

## 8.5 Non-Renewal of Limited Contracts

### A. Basis for Non-Renewal

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

### B. Procedure

1. A teacher whose contract is not being considered for renewal shall be notified in writing on or prior to June 1. Such notice may be personally served or served on the teacher by registered or certified mail, return receipt requested, at the last address given by the Employee to the Employer. The notification shall include the following information:
  - a. The grounds for such non-renewal;
  - b. The right to undertake with his/her representative a complete review of his/her personnel file which shall be in the office of the Director of Human Resources.
2. In cases of non-renewal the affected Employee will be afforded a hearing with the Superintendent or his designee prior to Board Action on the issue of non-renewal of the limited contract at which time he or she shall have the right to have an Association representative present.
3. The above contract provisions for non-renewals of limited contracts regarding the subjects of notice, specifications, personnel file review, meetings or hearings and related provisions are exclusive and shall control, replacing and superseding the provisions of O.R.C. Sections 3319.11 or 3319.111.

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

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

## ARTICLE 9.

### AFFIRMATIVE ACTION

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

## ARTICLE 10.

### REDUCTION IN FORCE

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

#### 10.2 Reduction Order

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

#### 10.3 Seniority

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

#### 10.4 Recall

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

- A. First recall shall be of employees with suspended continuing contracts in order of seniority in the employee's major areas of certifications, then in minor areas of certification.
- B. If vacancies cannot be filled by employees with continuing contracts, then laid off employees with limited contracts, by seniority, shall be eligible, first in major areas of certification, then by minor areas of certification.
- C. The recall list shall be maintained for a period of two (2) years which shall include the time period up to the first student day after the second year of the layoff. Thereafter, an employee on layoff shall lose his/her right to recall.
- D. No new appointments may be made while there are laid off employees available who are certificated to fill vacancies.
- E. If an employee on layoff refuses the position offered by the Human Resources Department for which he/she is qualified, his/her layoff and recall rights shall be terminated.
- F. The Board has fulfilled its responsibility herein by sending a written offer for a job vacancy to an employee on the layoff list by certified mail at the last address

left by the employee. Unclaimed, refused or non-deliverable notices as well as failure to respond within ten (10) calendar days from date of mailing shall constitute refusal of the vacancy.

#### 10.5 Reduction in Force Notice

When staff reduction is necessary, the Director of Human Resources shall give written notice of the intent to recommend the suspension of contracts to the employees so affected ten (10) days prior to Board action, and a list of all those affected shall be given to the Association. The Association and Superintendent or his/her designee shall confer on the reasons for such reduction with five (5) days of receipt of notice of the Superintendent's intent to recommend such reduction to the Board.

#### 10.6 RIF Employee Benefits

Employees on layoff shall be permitted to carry group life insurance, dental, vision and group medical and hospitalization insurance for the period the teacher is eligible to be recalled from layoff, provided they pay 100% of the cost of the premiums for such insurance. It shall be the individual's responsibility to see that the monies are paid to the School Board Treasurer by the first day of each month. It is understood that the Board of Education will assume no responsibility for any cancellations of insurance coverage. It is also understood that this arrangement is only valid while the laid-off employee remains unemployed.

### ARTICLE 11.

#### ASSIGNMENT AND TRANSFER

##### 11.1 Assignment and Transfer

- A. The Association and Board recognize the statutory power of the Board to employ and of the Superintendent to assign, reassign, or transfer teachers except as limited by this agreement.
- B. Notwithstanding any other provision of this Article, the initial assignment of new staff shall be at the sole discretion of the Superintendent, after the completion of involuntary transfers. Other assignments, reassignments, or transfers of a classroom teacher shall be in accordance with the remaining terms of this Article as set forth below.
- C. The provisions of this Article are subject to the licensure rules and regulations of the State of Ohio and the requirements of the reauthorization of the ESEA, also known as the Federal "No Child Left Behind Act" ("NCLB").

- D. Intent Forms: The District shall electronically request that employees submit intent forms by February 1 of each school year to the HR department. Intent forms shall be reviewed at the first LMC meeting each fall.

## 11.2 Reassignment Within Buildings

Beginning February of each school year, building principals may reassign teachers in their building to teach any subject for which the teacher is licensed and highly qualified. The reassignment for grades K-8 shall be within three (3) grade levels above or below their current assignment. The reassignment shall be for the following year. Such reassignments shall not be made for arbitrary or capricious reasons.

## 11.3 Posting of Vacancies

- A. A vacancy is an opening resulting from the creation of a new position or from the resignation, retirement, termination, or reassignment of an employee which the board decides to fill.
- B. After building reassignments and involuntary transfers have occurred, remaining open positions shall be internally posted. Vacancies shall be posted for a minimum of five (5) working days. Notice of vacancies shall be posted on the District website.
- C. Vacancies that occur during the school year shall be filled with a long term substitute placed at Step 0, the base rate of the salary schedule. The long term substitute shall be considered part of the bargaining unit and subject to the collective bargaining agreement, except that their contract shall automatically expire at the end of the school year. The position shall be considered vacant. If the District wishes to rehire the long term substitute, the employee shall be considered for purposes of this contract, entering his/her second year of continuous service with the District.

## 11.4 Voluntary Transfer

- A. Teachers may apply for open positions to the HR Department provided they meet the following requirements:
  - 1. Have not been suspended in the last five (5) years.
  - 2. Not currently on an improvement plan.
  - 3. Have not been voluntarily transferred in the past three (3) years.

- B. Applicants shall meet with a panel consisting of the building administrator and members of the grade level/department associated with the vacant position. Following the meeting, applicants shall be notified within five (5) working days as to their status. Applicants may also withdraw their request following the meeting during the same five day period. Denials for voluntary transfers shall not be arbitrary or capricious. If the position remains open it shall then be posted externally. If no qualified external candidate fills this position, the District shall award the position to one of the internal applicants if they are still interested in the vacancy.
- C. In the event of a successful grievance under this Article, the remedy shall be to place the grievant in the vacancy requested at the beginning of the next school year. The person who has been displaced as a result of a successful grievance shall be given preference in assignment to a similar vacancy elsewhere when available.
- D. Employees shall not have the right to apply for a voluntary transfer during the first three (3) years of employment with the Board. This limitation may be waived by the Director of Human Resources.

#### 11.5 Involuntary Transfer

- A. An involuntary transfer refers to a reassignment or change in teaching position that has not been initiated by the professional staff member.
- B. Following the building reassignments, the District, after reviewing the intent forms, may involuntarily transfer licensed employees to fill a need of the District. Teachers will not be required to move more than three (3) grade levels in K-8. Such transfers shall not be made for arbitrary or capricious reasons.
- C. In the event it is necessary to reassign an employee who has not requested a reassignment or transfer, the employee will have the opportunity to discuss the reassignment, and the reasons therefore, with the District prior to any transfer.
- D. Teachers shall not be involuntarily transferred two years in a row except for those in District Positions. District Positions are those positions concerning physical education/health, music, art, and special education positions that are not classified as cross-categorized positions.
- E. In the event of a building closure, displaced teachers shall have the right of first placement in other District vacant positions. This does not apply when one building closes and another building opens simultaneously.

#### 11.6 Half-Time Teachers

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

- A. In the instance of the reduction of a half-time position in any building and/or department, the half-time person shall have full rights under Section 10.5 D of this contract.
- B. In the instance of a half-time person desiring to return to full-time status where the half-time position is not being reduced, that person shall have full rights under Section 11.4 Voluntary Transfer of this contract.

#### 11.7 Summer Vacancies

Any vacancies that occur during the summer months shall be internally posted for a minimum of five (5) working days before posting to outside candidates.

### ARTICLE 12.

#### DISCIPLINE AND TERMINATION

#### 12.1 Statement of Purpose

- A. The Middletown City Board of Education (hereafter referred to as the Board) and the Middletown Teachers Association (hereafter referred to as the MTA) recognize that in the interest of maintaining good morale and in the interest of effective personnel management, fair dismissal rights should be accorded all teachers and should be embodied in every type of contractual agreement subject to this Article.
- B. Except as provided in Article 8, the employment status of any teacher shall not be altered to his/her detriment (suspension, non-renewal of contract, or termination) except for just cause and then not without adequate fair procedures that guarantee to protect both the Board and the teacher.

#### 12.2 Clarification of Terms and Conditions

- A. Termination of a contract shall be defined as the ending of a continuing contract or a limited contract before the expiration time period specified in said contract.
- B. Non-renewal of a contract shall be defined as a failure by the Board to issue a new contract to a teacher when the time specified in the teacher's contract expires.
- C. Suspension shall be defined as the removal of a teacher from his or her assigned duties.

- D. It is the intention of the parties that the provisions of this Article shall govern all aspects of non-renewals, notice of, suspension, discipline and evaluation of employees. All statutory provisions in Chapter 3319 regarding these subjects are hereby waived and superseded as provided by O.R.C. Section 4117.10(A).

### 12.3 Discipline Procedures

The Board may issue a written reprimand, administrative transfer, a suspension without pay, or termination.

- A. Before a teacher has a written reprimand placed in his/her official personnel file, or before a teacher receives an administrative transfer or suspension without pay:
  - 1. The teacher shall have a pre-disciplinary conference during which time the circumstances shall be explored. At this time the evidence of misconduct or poor performance will be reviewed with the Employee.
  - 2. Prior to the conference, the teacher shall be notified of the purpose of the conference and the right to representation.
- B. If the conference results in discipline, the reasons for the discipline shall be reduced to writing and given to the teacher following the conference. The teacher shall have the right to attach his/her rebuttal to the disciplinary notice.
- C. Disciplinary conferences may be held either at the Administration Building or at the School. The teacher shall receive at least two (2) days' notice of the conference.
- D. The conference shall precede the discipline as stated above except in extreme circumstances where removal from duties may need to precede such conference.
- E. If the conference results in an administrative recommendation of termination, the affected teacher shall have the rights afforded him/her under Section 12.4 below.
- F. As a form of disciplinary action, the board may, upon recommendation of the Superintendent, suspend a teacher without pay for a period exceeding ten (10) days. The Superintendent, with or without Board approval, may issue a suspension without pay for up to ten (10) days. However, a teacher may file a grievance challenging a suspension.

### 12.4 Termination of a Teaching Contract

- A. Basis for Termination

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

B. Procedure

1. In addition to the procedures above, the legal procedures the Board must follow in terminating a contract are outlined below:
  - a. Any teacher who has been notified of intent to dismiss has the right to undertake with his/her representative a complete review of his/her personnel file.
  - b. Upon receipt of a written notice containing full specifications of the grounds for dismissal, the teacher shall proceed according to the procedure outlined in Article 4 hereof, treating termination as a grievance and begin action through the Grievance Procedure Agreement between the Board and the M.T.A., following the provisions agreed on therein.

ARTICLE 13.

PERSONNEL FILE

- 13.1 Any member of the professional staff shall have the opportunity to read any material which may be considered critical of his/her conduct, service, character or personality before it is placed in his/her official personnel file and shall be dated the date of review. The official personnel file is defined as the file of the Director of Human Resources. There shall be only one personnel file maintained for each employee by the Director of Human Resources. A member shall acknowledge that he/she has read the material by affixing his/her signature to the copy to be filed. His/her signature shall not indicate agreement with the content of the material, but indicates only that the material has been inspected by the member. He/she shall also have the opportunity to reply to such critical material in a written statement to be attached to the filed copy.
- 13.2 Members of the professional staff shall be informed of any complaint by a parent and/or student which is directed toward them, which will become a matter of record.
- 13.3 Anonymous letters or materials shall not be placed in a member's file nor shall they be made a matter of record. Each member shall have the right, upon request, to review the contents of his/her own personnel file in the presence of a member of the Human Resources staff. A representative of the MTA may, at the member's request, accompany said member in such a review.

- 13.4 All material being placed in the personnel file of any member of the professional staff shall be dated on the date it is reviewed by the Human Resources office.
- 13.5 All materials contained in personnel files shall be privileged information and these files shall be closed except as otherwise provided by law. An employee will be notified as soon as possible of a public records request to see or copy his or her personnel file.
- 13.6 A staff member shall be entitled to a copy, at their cost, of any material in his/her file except material originally supplied to the District as confidential prior to employment.

#### ARTICLE 14.

#### EVALUATION

##### 14.1 Evaluations

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

14.2 The evaluation procedure for the "Professional Teaching Staff" is attached in a Memorandum of Understanding.

14.3 No complaints against professional staff will be used in the evaluation process unless previously discussed with the employee.

14.4 Observations resulting in identification of performance deficiencies shall be followed by a conference between the evaluator and the employee in order for questions arising from the observation to be discussed. All of the evaluator's observations shall be compiled in writing and a copy of the written observation report given to the teacher at the post-observation conference.

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

14.5 Other deficiencies regarding the employee's failure to adhere to reasonable work rules or other documented deficiencies not noted during the formal observations should be put in

writing and provided to the employee within a reasonable period after the deficient performance.

- 14.6 The Board's currently existing provisions and practices regarding evaluations of limited contract teachers who must be observed or evaluated pursuant to O.R.C. Section 3319.11 and 3319.111 incorporated into this collective bargaining agreement by reference as in the attached Memorandum of Understanding, shall supersede all observation and evaluation procedures and deadlines as provided or required by statute.
- 14.7 If litigation and/or legislation amend or repeal the evaluation law in any way that requires the parties to change the terms of this Agreement, the parties agree to meet and revise the Agreement accordingly. In this situation, the changes will become effective upon ratification by the Board and the Association membership.
- 14.8 A good faith attempt by the Board to comply with all required evaluation or non-renewal procedures, as incorporated herein by reference, shall satisfy any and all legal requirements precedent to the nonrenewal of any teacher's limited contract. Therefore, any minor, technical or other immaterial failure to comply with these procedures by the Board, which do not prejudice the substantial rights of a teacher, shall not serve to inhibit the right of the Board to non-renew the limited contract of a teacher.
- 14.9 Observations and evaluations shall not be required as a condition precedent to the non-renewal of supplemental contracts or the decision to non-renew or not rehire substitute teachers and casual tutors whose contracts, if any, shall expire automatically, without notice, at the end of each school year.
- 14.10 An Employee may review with his or her immediate supervisor or evaluator an unsatisfactory evaluation, and have the right to make written objections to be included in his/her personnel file.
- 14.11 Only procedural compliance with this Article, and not the contents of any evaluation, is subject to the Grievance Procedure set forth in 7 herein. The Employee's opportunity to submit written objections described above shall be the Employee's sole recourse to dispute the contents of his or her evaluations except in disciplinary hearings before an arbitrator at which time an Employee may contest the contents of an evaluation if such evaluation formed the basis for an adverse personnel action.

## ARTICLE 15.

### SUBSTITUTE TEACHERS

### 15.1 Internal Substitution

- A. Teachers assigned by the building principal for class coverage shall receive additional pay equal to the hourly rate of the present base salary. A teacher may cover one or more class periods.

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

- B. If a teacher voluntarily agrees to teach an extra period per day, he/she shall be paid the proportional equivalent of his or her base salary daily rate (at the high school level and middle school level) for those days, weeks and months for which the extra period is taught. For example, if there are seven periods, then the teacher would be paid one-seventh (1/7) of his or her base salary daily rate. Prior to such an assignment, the teacher will sign a waiver which states that acceptance of the assignment is voluntary and which also states the rate at which the teacher will be paid for the extra period.
- C. In the event a substitute teacher is not available in the elementary school buildings, the District may elect to divide the class of the absent teacher among other teachers in the same building

If the District chooses to divide the class of the absent teacher among other teachers, it shall be done in a manner that maintains a proportionate number of students in each classroom affected.

The District will then pay each teacher affected the current daily substitution rate as divided equally among those teachers. This payment shall be the only additional compensation received by these teachers.

If a music, art, or physical education teacher is absent, and the District moves those students each period to another of the three listed teachers above, throughout the day, the teacher will be given the entire daily substitute rate that would have normally gone to a regular substitute in the District.

### 15.2 External Substitution

The following provisions of the contract shall not apply to Substitute Teachers who are members of the bargaining unit because they have taught in one specific position for more than sixty (60) continuous days or one hundred twenty (120) school days in any combination of assignments during a single school year;

1. Assignment, Transfer and Promotion
2. Individual Teacher Contracts

3. Termination, Non-Renewal and Discipline
4. Reduction in Force
5. Personal Leave
6. Association Leave
7. Sabbatical Leave and Leave for Professional Study or any other Leave of Absence provisions of the Contract
8. Employment for Summer Work
9. Tuition Reimbursement and the ELF Fund

15.3 It is further understood by the parties that inclusion of a Substitute Teacher in the bargaining unit shall not guarantee or require the assignment of a Substitute Teacher to duty or payment for any day for which there is no need for the Substitute Teacher's services nor shall such inclusion entitle the Substitute Teacher any rights to employment or reemployment in any subsequent school year. Notice of non-renewal and all related provisions of Ohio Revised Code Sections 3319.10, 3319.11 and 3319.111 shall not apply to Substitutes who become members of the bargaining unit.

## ARTICLE 16.

### TUTORS

- 16.1 As used in this Article and notwithstanding any other provisions of this Agreement, the term Tutor shall include only Employees under contract with the Board employed for and regularly assigned to a tutorial position in the regular day school program requiring the holding of a valid teaching certificate. Individuals satisfying the above definition shall be included in the bargaining unit.
- 16.2 The District's tutors include:
- A. ELL Tutors
  - B. Home Instruction Tutors
  - C. Full Time Title I Reading Specialist (*formerly known as Title I Reading Tutors*)
  - D. 17 Hour Reading Tutors
- 16.3 Tutors under contract and regularly scheduled for a full school day shall be considered full time employees. If a tutor is scheduled for a 3.5 hour day, that tutor shall be considered a part time employee. If a tutor is scheduled less than 3.5 hours per day, that tutor shall be considered a casual employee.
- 16.4 Full Time Title I Reading Specialist

Full time Reading Specialists are a part of the bargaining unit. Full Time Reading Specialists are not entitled to bumping rights or seniority with regard to reduction in force or recall. Tutors are not subject to the 3-year waiting period for transfers into open full time positions. Full Time Reading Specialists shall be granted seniority credit for placement on the Full Time Reading Specialist (Title I Reading Tutor) salary schedule and such credit shall transfer over if the employee is hired into a position under the regular teaching salary schedule. This position is dependent upon the availability of Title I funding.

16.5 Casual and part-time tutors will be paid at an hourly rate of pay at the B.S.-0 rate for the hours in which they have worked.

16.6 Casual and Part-Time Tutor Contracts

A. Service as a Casual or Part-Time Tutor shall not be considered service for purposes of determining eligibility for a continuing contract or for the award of a multi-year limited contract pursuant to any provision of this Agreement or statute authorizing the award of multi-year limited teaching contract.

B. All Casual or Part-Time Tutors contracts will be given a one year limited contract that expires at the end of a given school year.

C. Benefits

Tutors under contract and regularly scheduled in excess of three and one-half (3-1/2) hours per day up to thirty-two (32) hours per week shall be eligible to receive all of the insurance related fringe benefits set forth herein except the Board shall pay 50% of the cost of the premium for said benefits. Tutors working more than thirty-two (32) hours per week shall be eligible to participate in the benefit program to the same degree as full-time employees. Furthermore, such full-time Tutors will be eligible for personal days, sick leave, professional meetings and assault leave. No fringe benefits will be available to casual Tutors.

## ARTICLE 17.

### REHIRED RETIRED TEACHERS

17.1 Notwithstanding any other provision of this Agreement, if the Employer elects, in its sole discretion, to employ an individual who has retired and is receiving benefits through the State Teachers Retirement System, such individual shall be employed under a special limited contract, defined below. The Employer has the right to place the teacher between steps 5 and 15 on the salary schedule. The HR Director and the MTA President shall agree to any deviation from this range.

- A. Special Limited Contract – A retired teacher under STRS who is rehired shall be deemed a newly hired teacher regardless of the individual’s prior service, whether with the Employer or another school district. Such individuals are eligible only for a one year special limited contract which shall automatically expire upon the completion of the school year for which such special limited contract was issued without the requirement of Board action, evaluation, nonrenewal or notice.
- B. The Employer, however, in its sole discretion may elect to reemploy such special limited contract teacher for the following year under the terms set forth above. The Employer’s decision to employ or reemploy is not subject to the grievance and arbitration provisions of this Agreement.
- C. All health or dental insurance benefits will be provided to retired bargaining unit members employed under the provisions of this Article provided that they are not eligible to receive benefits elsewhere. The employee may opt out of coverage upon notification to the District.

ARTICLE 18.

PLANNING PERIOD/TEACHER PREPS/DUTIES

18.1 K-6

- A. Teachers in Grades K through 6 shall have 225 minutes of planning time each week within the student day, in addition to their 30 minute duty-free lunch period, but not necessarily daily, or in blocks of 45 minutes.
- B. Substitutes shall be provided in the absence of art, music or physical education teachers in grades 1 through 6.
- C. Scheduled non-classroom\* duties in the elementary schools shall be equitably assigned among regular and special teachers. These duties shall not exceed one-hundred (100) minutes per week.

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

- D. Special area teachers (art, music, PE), who may have open blocks of time within their schedules, may be used by the building administrator to relieve a classroom teacher for conferences such as IEPs or parental conferences; for intervention with students; provide additional classes for development purposes; or for enrichment working with the classroom teacher.

18.2 Middle School - High School

- A. A teacher in grades 7-12 shall be assigned a maximum of 165 students per day, subject to any applicable overload payment provided in Article 17 below. Except as provided below, such teachers shall have a maximum of three (3) preparations within a curriculum area per day except in self-contained classrooms. Teachers assigned to teach in two or more curriculum areas will be assigned a maximum of three (3) preparations. Teacher preparations will be assigned in the best interests of the students and teacher.
1. Foreign language and special teachers (such as art, music, industrial arts, business education and physical education) may be assigned up to four (4) preparations per day.
  2. Academic teachers who teach a fourth preparation with the prior written agreement of the Senior Director of Curriculum Instruction will be entitled to a \$1,500 per year stipend, payable at the end of the school year.
  3. Special circumstances regarding preparations that are not directly addressed or resolved by reference to this paragraph (16.2) shall be finally determined, on a case by case basis, by the Assistant Superintendent for Learning.
- B. A teaching preparation is defined as a grade level or a different subject within a curriculum area. To the extent possible, teaching preparations will be cooperatively planned by the principal and faculty members in each department and, to the extent possible, the number of preparations will be equalized among the members of the department. However, the building principal and coordinator will make the final decision on assignment of preparations.
- C. Every teacher is to teach six (6) periods on a seven (7) period day with a regular program. No teacher will have more than six (6) classes per day or an equivalent load, if teaching on a modular program or eight (8) period day. Every teacher shall be guaranteed the equivalent of one preparation period per day.
- D. The assignment of homerooms and other non-classroom duty, such as cafeteria duty, shall be done in an equitable manner within each building.

ARTICLE 19.

FACULTY MEETINGS

The principal shall schedule only one (1) regular faculty meeting per month. Faculty meetings may be called either before or after school. Such meetings shall be held for approximately forty-five (45) minutes. Principals may call faculty meetings for a variety of reasons which may include but are not limited to: staff updates, building level concerns, review of procedures, policies, and protocols, non-compliance remediation, upcoming events, student circumstances, safety, and emergency planning. The principal reserves the right to call additional meetings that address urgent/time sensitive matters.

ARTICLE 20.

SCHOOL DAY

- A. All elementary teachers are expected to be in their respective rooms or assigned duty places at least fifteen (15) minutes before the time for the tardy signal and fifteen (15) minutes after pupil dismissal, for serving the needs of the students.
- B. All high school and middle school teachers are expected to be in their respective rooms or assigned duty places at least fifteen (15) minutes before the time for the tardy signal and for ten (10) minutes after pupil dismissal, for serving the needs of the students.
- C. Teachers are expected to be present and performing their duties during the time that pupils are required to be there, and according to the hours established by the Board.
- D. The length of the school day for all bargaining unit personnel shall be 7 hours, 30 minutes and a floating hour per week that will not require travel and will not include professional development.

ARTICLE 21.

SCHOOL YEAR

The school year shall consist of 185 contract days which shall be for instruction and in-service, except in the first two years of employment when up to four extra days may be added for in-service training at a lump sum stipend of \$128.13 per day.

ARTICLE 22.

WORKROOM/LOUNGE

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

ARTICLE 23.

BUILDING PROCEDURES

- A. Each principal will provide each teacher assigned to the building with a handbook, written rules, regulations, and/or procedures at the beginning of each year.
- B. Except in cases of medical emergencies, teachers shall not be required to administer medication to any student nor shall they be required to perform medical procedures such as catheterization. Proper medical training/instruction shall be made available and required of all teachers of children with special medical needs during contracted work hours.
- C. In the absence of an administrator, the principal shall designate a professional teaching staff member to act as the principal's representative.
- D. No grade given to a student by a teacher will be changed without first consulting with the teacher concerning the circumstances necessitating the change.

ARTICLE 24.

PROFESSIONAL LEARNING COMMUNITIES

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

ARTICLE 25.

CLASS SIZE

25.1 The following pupil-teacher ratios are recommended as guidelines which local school administrators shall strive to meet in assigning students to classrooms in the District. Optimum levels shall be the goals, and every reasonable effort shall be made not to exceed the maximum daily averages, including overloads, as set forth below.

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

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

E. Special Education

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

F. Overload Payments for Grades K-5

1. In the event that the maximum number of students per class is exceeded, beginning on the eleventh (11th) student day after the first day of school, the classroom teacher will receive \$6.00 per the number of students over the maximum limit times the number of days retroactive to the first day that the overload occurs. However, the maximum class sizes stated above for grades K-5 shall not be exceeded by more than three (3) students.
2. Student enrollment will be verified by the official attendance record kept by the teacher and the principal's office. Payment for student overloads will be paid at the same time, or in conjunction with payment for unused personal days.

G. Overload Payments for Grades 6-12

1. In the event that the number of students per day assigned to an academic teacher (those set forth in paragraph C.1., above) exceeds 165 students per day beginning on the eleventh (11th) student day after the first day of school, the teacher will be entitled to receive overload payments at a rate of \$1.50 per student over the 165 student limit times the number of days the overload occurs retroactive to the first day that the overload occurred. However, the maximum number of students per day shall not exceed 175 students for academic teachers.

In addition, if on the 11<sup>th</sup> day after the first day of school, an academic teacher's student class exceeds 30 students, the teacher will be entitled to receive overload payments at a rate of \$1.50 per student over the 30 student limit times the number of days the overload occurred.

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

## ARTICLE 26.

### PROTECTION OF TEACHING STAFF

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

#### 26.2 Assault

- A. All cases of physical threat or violence to members of the staff shall be reported to the principal immediately after occurrence. If, in the judgment of the teacher and/or the principal, the assault is sufficiently severe, the police shall be notified. However, a teacher on his or her own initiative may, and shall, if requested by the Employer, file criminal charges against the person(s) assaulting him/her. A written report of all assaults on staff personnel will be made to the Superintendent for further investigation and possible expulsion of the student. Any professional teaching staff member who is assaulted may be excused by the principal to seek a physician's evaluation of his/her injuries.
- B. A teacher who has been assaulted shall make an immediate oral report to the principal or his/her designee. The teacher shall also make a written report to the principal before leaving school that day or as soon as physically possible. The report shall contain all relevant facts and include the names of teachers, students and/or other persons who were witness to the assault.
- C. At the teacher's request, the accused student or students will be immediately withdrawn from the affected teacher's class(es), pending investigation, with full consideration given to the possibility of suspension, expulsion and/or other remedies.

- D. If criminal or juvenile court action results, the teacher shall be granted leave of duties without loss of pay or consultation as may be requested by the prosecuting attorney, the court, or law enforcement officers.
- E. Whenever a newly hired teacher is out of sick leave, and is absent from school as a result of an assault arising out of his/her assigned duties, he/she will be paid his/her full salary for the period of his/her absence due to the injury(ies) up to a maximum of one week (seven calendar days) immediately following the assault/injury.

### 26.3 Complaints Against Staff

- A. Upon receiving a complaint from a complainant against a professional teaching staff member, the principal shall give a copy to the professional teaching staff member involved if written, or in the alternative, the principal may opt to discuss it with the teacher within a reasonable period of time following the receipt of the complaint.
- B. If a conference is deemed necessary by the professional teaching staff member, the principal and the complainant, guidelines shall be followed as set forth under Board Policy and every effort shall be made to notify the parent(s) or legal guardian of a student complainant of the date, time and place of the conference.
- C. Teachers are expected to arrange time for conferences with students and/or complainants either during the school day or immediately after the close of school, provided the student and/or the complainants request the conference at least one day in advance. The time and length of the conference should be kept as flexible as possible in order to accommodate all parties concerned. Teachers are not expected to interrupt their classes to arrange a small conference unless the principal approves.
- D. If appropriate, the principal shall forward a letter to the complainant indicating the disposition of said matter. A copy of same shall also be given or sent to the teacher involved.

ARTICLE 27.

SICK LEAVE

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

27.1 Sick Leave

- A. Days of absence authorized under this provision shall be deducted from the sick leave accumulation. One and one-fourth days of sick leave shall be given full-time employees for each completed month of employment up to 15 days per year.
- B. All accumulations of unused sick leave credit heretofore accrued under prior laws and policies shall remain to the credit of the sick leave account of each employee on the effective date of this regulation. Accrued credits shall be allowed to employees transferring their employment from other boards of education or other political sub-divisions in Ohio, provided such credits have been computed under the minimum requirements of the laws of the State of Ohio. Sick leave up to a total of 15 days shall be allowed for teachers who come from other states, where such sick leave has accumulated under the laws of that state and is certified by the proper school official. In no event shall sick leave accumulate at a faster rate than allowed by Ohio law.
- C. On reporting to duty each newly hired employee shall be credited with five (5) days of sick leave. Employees shall be permitted a maximum accumulation under this Article of 230 days at any given time. The five (5) days shall be concurrent with, but not in addition to the 1-1/4 days permitted below in paragraph 21.1(D) and R.C. 3319.141.
- D. At the completion of each month of service, 1-1/4 days of sick leave shall be credited to the sick leave account of the employee for the actual number of months of service rendered. Persons who have been employed in the Middletown City School District for a period of five (5) years or more and who have consumed all presently accumulated sick leave, on the recommendation of the Superintendent of Schools and approval of the Board of Education, may be granted an advancement on their sick leave to be earned thereafter. Any such employee who thus receives an advancement of sick leave shall make written application therefore on a form provided by his/her superior in which he/she shall also allege an intention to return to the employ of the school district upon recovery or to pay the value of such days advanced should he/she not return, such payment to be by payroll deduction from money due him/her from the school district. Such application shall be accompanied by the statement of a physician that he/she will be physically able to return to his/her assignment upon recovery.

- E. The same accrual of 1-1/4 days per month shall continue during the use of sick leave, provided the employee has not been officially separated from the present payroll.
- F. Sick leave shall be used for periods not to exceed their accumulated sick leave account for the following causes:
  - Personal illness or injury,
  - Exposure to contagious disease until quarantine is lifted or danger removed,
  - Death of father, father-in-law, mother, mother-in-law, spouse, or child,
  - Death of sister, brother, aunt, uncle, grandparent or step-parent,
  - Death of close friend, distant relative, or neighbor (up to 2 days maximum),
  - Serious illness or death in the employee's immediate household,
  - Serious illness of parents, grandparents, mother-in-law, father-in-law, children, son-in-law, daughter-in-law or grandchildren living in a separate household when the presence of the employee is necessary,
  - Serious illness of brother or sister living in a separate household (up to 3 days maximum),
  - Disability or illness due to pregnancy.
- G. If an administrator has a concern with an employee's excessive or unusual pattern of sick leave use, they must request a meeting with the employee to discuss their concerns. If the explanation of use satisfies the administrator's concerns, the matter shall be closed. If the administrator still has concerns, they may require the employee to provide statements, written evidence, affidavits or other valid proof substantiating the reason or cause for the sick leave. Said proof shall be submitted to the building principal and then forwarded immediately to the office of the Superintendent. For all meetings, the employee shall have the right to Association representation. The meeting referenced above is not a prerequisite to discipline.
- H. The employee may appeal in writing to the Superintendent of Schools for special consideration for additional sick leave because of extreme hardship.
- I. Any teacher who has 230 sick days accumulated as of the first work day of each school year is entitled to use up to 15 days of sick leave before any sick leave will be subtracted from his/her total of 230 days. No more than 230 days can be accumulated. This Section (I) only applies to employees who have notified the District of their intent to retire by December 1 of the retirement year.
- J. Falsification of sick leave is grounds for termination.

ARTICLE 28.

PERSONAL LEAVE

A. Personal Leave

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

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

3. Traveling teachers for whom a substitute would normally be assigned shall be attributed to the school where they are first assigned on the requested day. Other traveling teachers shall not be included in the calculations.
  4. However, in special emergency situations at the discretion of the principal, the limitations stated above may be waived. In cases where more requests are made than allotments available, requests will be granted on a first-come, first-served basis.
- B. An employee who does not use his/her personal leave day(s) during the school year will be paid, at his/her daily rate of pay, for the unused day(s). Such payment will occur the first pay of July.

Effective in the second year of this Agreement, any unused personal leave day(s) shall be converted to sick leave at the ratio of 1:1 at the end of the school year.

Effective in the third year of this Agreement, personal days will be increased from 2 days to 3 days a year.

#### ARTICLE 29.

##### PROFESSIONAL LEAVE

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

#### ARTICLE 30.

##### ASSOCIATION LEAVE

#### 30.1 Association Related Meetings

- A. Leave
  - 1. The local Association President and officially elected delegates or alternates shall be granted leave to attend the OEA Spring and Fall Representative Assemblies, not to exceed three (3) days per delegate. Any additional leave for such meetings will be at the discretion of the Superintendent. Association business shall be conducted outside of school hours except in cases of exigent circumstances.
  - 2. The Board is not obligated for any expenses related to the assemblies except to provide released time for said president, delegates, or alternates.
  - 3. The Association shall be responsible for providing cost of substitute teachers in the absence of said president, delegates, or alternates.
- B. The Association President or President's designee shall also be allowed five (5) days released time in order to do Association-related business such as grievance hearings or building staff meetings. Such time will be at the President's discretion (with notice to the Director of Human Resources) and the Association

will pay one-half (1/2) of the substitute cost. Any additional leave time beyond the five (5) days will be at the discretion of the Superintendent.

- C. The Association President or his/her designee may request additional release time for Association business and the Association will pay for substitute wages for approved days.

## ARTICLE 31.

### EMERGENCY LEAVE

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

- A. Jury duty - Absence for jury duty is permissible. On absences for jury duty the employee shall receive full payment of his/her regular salary and does not have to reimburse any nominal payment for such services to the Board.
- B. The Superintendent or his/her designated representative, in his/her discretion, may authorize absences for other justifiable emergency reasons. The reason for such requests shall be stated in writing.
- C. Emergency leave requests shall be submitted as soon as possible after the professional staff member becomes aware that emergency leave is necessary.

## ARTICLE 32.

### WORKERS COMPENSATION

#### 32.1 Service-Connected Injury Leave

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

certification from the teacher's physician that the teacher is able to resume teaching duties before being allowed to return to duty.

ARTICLE 33.

SABBATICAL LEAVE

33.1 Sabbatical Leave

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

ARTICLE 34.

UNPAID MEDICAL LEAVE

34.1 Unpaid Medical Leave

- A. Employees shall be entitled to family and medical leave in accordance with the Family and Medical Leave Act of 1993, as amended.
- B. In addition to having FMLA benefits, and upon Board approval, prior to the expiration of sick leave the employee who is ill may request a leave-of-absence for personal illness not to exceed one (1) year that will run concurrently with any unused FMLA benefits. A doctor's statement requesting the granting of said leave must accompany each application.

- C. Nothing in this section will be construed to preclude a teacher from returning to active employment from leave status at or after the termination date of their leave, with a doctor's statement of approval. A teacher may not return to duty before the expiration of their approved leave.

ARTICLE 35.

CHILD CARE LEAVE

35.1 Child Care Leave

- A. Leave Rights - A professional staff member may request and shall be entitled to a leave of absence without pay for maternity or child care reasons to begin any time during a pregnancy, or in the case of adoption, the receipt of custody. Such leave shall be for the remainder of the current semester and one additional school year, if desired.
- B. Application for Leave - Application for child care leave shall contain a statement on the expected date of birth, or in the case of adoption, the date of obtaining custody, the date on which the leave of absence is to commence and the term of the leave.
- C. Rights While on Leave - Professional staff member on maternity leave or child care leave shall be entitled to request and receive the right to continue to be covered by any/or all district group insurance, providing the insurance company or hospital service association involved permits such continuance of coverage of the person on leave of absence and the professional staff member pays to the treasurer of the Board in advance each quarter the full amount of the quarterly group plan premium of such coverages. Any overpayment of premium shall be refunded to the staff member upon termination of leave. No other compensation or fringe benefits shall be provided.
- D. Reinstatement Rights - Upon returning to service at the expiration of a leave of absence, the teacher resumes the contract status which he/she held prior to the leave. When an individual who is on an authorized leave of absence with a time-certain, determine that he/she wishes to return to active employee status prior to the expiration of the full term of said leave of absence, the Board through its authorized representative shall make every effort to return the individual to the same contract status that the individual had prior to leaving, subject however, to the then current needs of the school district.
- E. Child Care Leave - Child care leave provisions of maternity leave apply to either of the adopting or natural parents (father or mother).

ARTICLE 36.

MILITARY LEAVE

36.1 Military Leave

- A. Military Duty - All professional staff members of the Middletown City Board of Education, who are eligible shall receive military leave in accordance with state and federal law. Employees shall provide proof of military orders before leave will be granted.

ARTICLE 37.

STATE/NATIONAL PROFESSIONAL ORGANIZATION LEAVE

37.1 Office in State or National Professional Organizations

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

ARTICLE 38.

COMPULSORY LEAVE

38.1 Compulsory Leave

- A. School Related: In all school related cases where professional staff members are witnesses or representatives of or on behalf of the Employer, they shall be paid the difference between their witness fee and the normal salary for the period of absence.

ARTICLE 39.

OTHER LEAVES

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

was without sufficient notice; or (4) that a substitute could not be obtained for the days requested.

## ARTICLE 40.

### ADMINISTRATION OF THE SALARY SCHEDULE

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

Hourly rate:                      Hourly rate of 0 Step

#### 40.3 Payroll Deductions

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

#### TAXES

The Employer shall deduct all taxes required by law.

#### OTHER DEDUCTIONS

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

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

#### Fair Share Fee

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

#### 40.4 Pays

- A. All certificated employees will automatically be on a 26 period pay plan. Beginning with the 2015-2016 school year, all bargaining unit members will automatically be on a 24 period pay plan.
- B. All certificated employees shall be paid by direct deposit.

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

#### 40.6 Counselors

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

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

- A. 2014-2015: 1% wage increase; no step increase
- B. 2015-2016: 2% wage increase; no step increase
- C. 2016-2017: 0% wage increase. Employees will resume moving through the District Step Schedule from their current position.
- D. The Treasurer, in his sole discretion, may opt to reopen this Agreement on the issues of wages and health insurance in lieu of the increases and coverages provided for in the third year of this Agreement. The Treasurer may only re-open the Agreement in the third year of this agreement if state aid is less than estimated in the 5-year forecast for the second and third years of this Agreement (the attached to the tentative agreement). Such notice of reopener must be provided to the Union by the Treasurer on or before December 1, 2015.
- E. Additionally, beginning during the 2014-2015 school year, the District and the Union agree to create a committee to study the step schedule as it compares to

step schedules in comparable Districts. The committee will compare the schedule to others and may or may not make recommendations to revise the schedule. The committee shall be comprised of three people designated by the Union and three people designated by the District. The committee shall meet once every two months until the group makes a recommendation or decides not to make a recommendation.

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

#### ARTICLE 41.

##### SUPPLEMENTAL CONTRACTS

- 41.1 The supplemental teacher contract for extra duty assignment and granted additional compensation shall be separate from and in addition to the regular teaching contract and shall include the following:
- A. Specific supplemental assignment.
  - B. Salary and date(s) of payment.
  - C. Signatures of both parties to the contract and the date of the signing of the contract.
  - D. A job description will be attached and signed by the Employee and supervisor. (Copies of which will be provided to the MTA)
- 41.2 The supplemental teacher contract shall be for one year which will automatically terminate at the close of the school year for which it was issued without Board action of evaluation, nonrenewal or notice.
- 41.3 Differential Pay Schedule
- A. Each salary on the attached Differential Pay Schedule shall reflect a percentage rate of the newly negotiated base pay (BA, 0 Step).  
  
These percentages shall become the Differential Pay Schedule.
  - B. Administration of the Schedule
    - 1. An employee shall advance one step on the differential scale with each year of experience except in years when the board, due to a financial crisis, is required to make application to the State Loan Fund.

2. Past and current experience in the same assignment shall apply to the new proposed ranges.
  3. The differential pay shall be computed by multiplying the index percentage corresponding to the teacher's position experience by the base salary.
- 41.4 The Superintendent or his or her designee may place a person at an appropriate step on the pay schedule instead of Step 0 if the person employed has had significant experience in the activity such as coaching without pay, college experience in that sport, director of summer theater, etc.
- 41.5 Vacant supplemental positions and all non-certified supplemental positions which result from resignations and non-renewals shall be posted in each building for a period of five (5) days. Notices of vacancies occurring during the summer vacation period will be posted on a bulletin board at the administration building and the District website. Any qualified teacher may apply, in writing, to the office of the Director of Human Resources prior to the expiration of the posting period. Notices of vacancies during summer vacation will be posted on a bulletin board at the Administration Building.
- 41.6 All current employees who meet the necessary qualifications will be considered for the position prior to the position being filled by a non-bargaining unit person.
- 41.7 The failure to apply for or accept a supplemental contract or the failure of the District to renew a supplemental contract shall have no adverse effect on the Employee's evaluation of his/her regular contract, unless the employee engages in misconduct.
- 41.8 Each year, the District will issue a detention supplemental contract in each building pursuant to the supplemental contract provision of this Agreement.

## ARTICLE 42.

### INSURANCE

- 42.1 The Employer and Association agree to accept and join the Butler Health Plan (BHP) for medical and dental insurance coverage for the term of this Agreement. The Board reserves the right to provide different insurance options provided the plans are substantially similar to the current plan.
- 42.2 The Board will pay 80% of a single or family membership in medical insurance.
- 42.3 The Board will pay 80% of a single or family membership in dental insurance.

42.4 The Board of Education will pay the cost of a \$40,000 term life insurance policy with double indemnity clause for accidental death or dismemberment for all employees who work more than twenty (20) hours per week

42.5 Subject to the requirements of the insurer, the Board of Education will provide single vision insurance not to exceed a maximum contribution by the Employer of \$4.42 per month, per employee. All employees shall be required to enroll and pay for vision coverage. The remainder of the cost for vision coverage will be provided by the employee through payroll deduction.

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

42.6 Each new employee will receive insurance coverage on the first billing date after the start of the school year providing a timely application has been filed. Termination of coverage will be effective on the billing date following the termination date of the employee.

42.7 Section 125 Plan

The Board of Education shall implement a full Section 125 plan for employees' insurance premiums and other medical and dependent care expenses.

42.8 STRS Pick-Up

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

42.9 Annuities

A. Changes from one annuity provider or carrier to another and changes in the amount of salary reductions will be accumulated by the Treasurer and applied to the next succeeding payroll.

B. Designation of new annuity providers shall be considered viable agents by the District when they have met the required minimum of the greater of one percent (1%) of the District's full-time employees or five (5) employees. Annuity deductions shall begin when the new annuity provider meets the required minimum number of contracts.

C. The District will provide an avenue for tax sheltering the severance pay benefit provided in Article \_\_ hereof.

- D. A list of approved companies shall be kept on file with the Office of the Treasurer.

## ARTICLE 43.

### TUITION REIMBURSEMENT

- 43.1 Believing that our staff of teachers as a group will make a greater contribution to the children they serve if additional training is obtained in fields related to their work, the Middletown Board of Education will reimburse to a teacher toward the tuition costs in college courses he/she has completed within the present calendar year, in which a grade of "B" or better is earned, or for certain approved CEU courses, provided he/she enrolled in courses approved in advance by the Director of Human Resources while under contract to the Middletown Board of Education. The total reimbursement for these college courses shall not exceed \$1000.00 in any one calendar year for any individual teacher, and the total annual tuition reimbursement under this Article shall not exceed \$60,000 for all bargaining unit members.
  - A. All courses must be from an accredited, four year institution recognized for certification purposes by the Ohio Department of Education.
  - B. Courses approved for CEUs will be courses which directly apply to the teacher's present teaching position and certification.
  - C. A pass/fail grade will only be honored when it is the only grade given for a particular course.
  - D. A teacher must be employed by the Middletown City School District for two (2) consecutive semesters to be eligible to participate in the above program.
  - E. Any teacher who receives a tuition reimbursement must agree to remain with the Middletown City School District for two years after the course(s) completion. Any teacher who fails to remain employed by the District for the required two-year period shall repay the full cost of the tuition reimbursement.
- 43.2 Payment for tuition reimbursement shall be made two times during the calendar year - the periods of November and June. All paperwork necessary for the payment of the tuition supplement must be in the Human Resources Office no later than the first pay dates of November and June. If said paperwork is not in the Human Resources Office by that time, payment will be made at the next payment period or the beginning of the following school year whichever comes first.

- 43.3 A supplemental salary shall not be paid for any course where the teacher has previously received financial aid for the course or courses in question in the form of a scholarship, fellowship, or grant-in-aid, except in the case of a teacher who has received a tuition certificate in recognition of his/her services as a cooperating teacher for supervising a student teacher. The Board of Education shall pay such teacher, provided he/she enrolls in a college course, in an amount equal to the equivalent tuition costs of the course at the university where the certificate was issued.

#### ARTICLE 44.

##### SEVERANCE PAY

- 44.1 Upon retirement from the Middletown City School District as defined under Ohio Revised Code 124.39, an employee shall be compensated for unused sick leave to the extent of one (1) day for each four (4) days of such unused sick leave. However, teachers who participate in an early retirement incentive program shall receive a maximum of 20 days, except as provided in Paragraphs 45.4 and 45.5, below.
- 44.2 The rate of compensation for a certificated employee shall be the employee's daily rate as determined by dividing the annual salary by the number of duty days (185).
- 44.3 A teacher with fifteen (15) years of service in the district who dies while in active service is deemed for purposes of this article to have retired the day prior to his/her death.
- 44.4 Beginning July 1, 1996, bargaining unit members who maintain perfect attendance (no sick leave days, no personal leave days and no salary deduct days) during a school year (July 1 to June 30) shall receive one (1) additional day of severance allowance up to a maximum of sixty-five (65) days.
- 44.5 Teachers who notify the Board on or before December 1 of the school year in which the employee will retire shall receive as incentive two days of compensation (the employee's daily rate as determined by dividing the employee's annual salary by the number of duty days [185].)
- 44.6 In addition to the benefit provided in paragraph 22.1, above, Employees who retire during their 30<sup>th</sup> year of service will be entitled to be compensated for unused sick leave to the extent of one (1) day for each three (3) days of such unused sick leave accumulated for the accumulated sick leave days between one hundred eighty (180) and two hundred thirty (230), provided such Employee gives written notice of such retirement to the Director of Human Resources by December 1 of such 30<sup>th</sup> year of service, such Employee completes the entire school year of work, and such Employee has accumulated no less than 230 days of sick leave by the final pay period of such 30<sup>th</sup> year of service.

ARTICLE 45.

CALAMITY DAYS

- 45.1 “Calamity Days” are defined as any days schools are closed by the administration due to snow, or other inclement weather, calamity or energy reasons. Teachers shall be required to report to their buildings on calamity days on which students are assigned to perform school work, like “e-days.” In the alternative, teachers may remain at home to respond to student/parent emails and to provide necessary assistance only if the teacher can connect to the internet, the District’s web-based software, and have access to any other technology that is necessary to accomplish their duties.
- 45.2 When the administration determines that a delay in the starting time is necessary, teachers shall report no later than thirty (30) minutes prior to the scheduled commencement of classes.
- 45.3 When the administration determines that an early dismissal is warranted, teachers shall not be required to remain more than thirty (30) minutes following the dismissal of students.
- 45.4 However, the Superintendent may make such emergency decisions necessary, in the best interest of the school district’s education process, which would alter the defined normal procedures to be followed in the event of canceling, delaying, or early dismissing school.

ARTICLE 46.

DURATION

This Agreement shall become effective as of July 1, 2014, and shall continue until June 30, 2017. Thereafter, it shall continue in force from year to year unless either party hereto shall notify the other in writing at least sixty (60) days prior to the expiration of the term or extended term of this Agreement, of any intention to make changes in or terminate the Agreement.

MTA Negotiating Team

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Dominic Williams, President  
Middletown Teachers Association

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Amy Dorn

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Angela Smith

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Teresa Howe

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Troy Rees

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Jeff Nolasco,  
Association Representative

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Marcia Andrew, President  
Middletown City Board of  
Education

Board Negotiating Team

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Sam Ison, Superintendent

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Eric Gearhart, Director  
Human Resources

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Randy Bertram, Treasurer

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W. Joseph Scholler,  
Frost Brown Todd LLC, Attorney

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- H. [Intentionally Left Blank]
- I. [Intentionally Left Blank]

\*Note: MOUs between the Board of Education and the MTA that impact all members of the bargaining unit shall be maintained on the District's intranet website.