

LITTLE MIAMI LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION  
REGULAR MEETING  
AUGUST 21, 2012  
7 P.M.

The Board of Education of the Little Miami Local School District, Warren County, Ohio met in regular session on August 21, 2012 at 7 p.m. in the auditorium of Little Miami High School, 3001 U.S. 22-3, Morrow, OH 45152.

Call to Order and Roll Call

Mrs. Grice called the meeting to order at 7:01 p.m.

ROLL CALL:

Mrs. Grice	Present
Mr. Cremeans	Present
Mrs. Black	Present
Ms. Journeyay	Present
Mrs. Haas	Present

Others in attendance were: Mr. Greg Power; Mr. Terry Gonda; Mrs. Pam Coates; Mrs. Melinda Briggs, Mrs. Marci Goodrich, Mr. Ryan Cherry, Mrs. Regina Morgan, Mr. Gene Blake, Mrs. Connie Combs, Mrs. Heather Chaney, Mrs. Helen Payne, Mrs. Nona Cress, Mrs. Sharon Fisher, Mr. Hoevnaar.

The Little Miami High School Marching Band then gave a brief performance.

Resolution 12-135 Adopt the Agenda

Mr. Cremeans moved and Mr. Haas seconded a motion to adopt the agenda.

ROLL CALL VOTE:

Mr. Cremeans	Yes
Mrs. Black	Yes
Ms. Journeyay	Yes
Mr. Haas	Yes
Mrs. Grice	Yes

MOTION CARRIED

Resolution 12-136 Reading of Minutes

Mrs. Black moved and Ms. Journeyay seconded a motion to approve the minutes from the July 17, 2012 regular meeting and the July 19, 2012 special meeting.

ROLL CALL VOTE:

Mrs. Black	Yes
Ms. Journeyay	Yes
Mr. Haas	Yes
Mrs. Grice	Yes
Mr. Cremeans	Yes

MOTION CARRIED

Communications and/or Visitors to the Board

Representatives of the Little Miami Marching Band Boosters made a presentation to the Board regarding their vision of the marching band program and seeking possible financial support to offset costs. The Boosters requested an answer from the Board by Oct. 1, 2012.

Melinda Briggs, assistant to superintendent/communications, then made a presentation regarding the overall communication plan for the district.

Gene Blake, director of support operations, then gave a report about the approaching first day of school. He said district employees have gone above and beyond the call to ready Harlan-Butlerville and Hamilton-Maineville for the school year. He said bus routes were continuing to change and that he had several drivers that were currently in training to begin driving for the district.

Mr. Power then shared enrollment figures with the Board that showed the district's numbers were on the increase. He also said that kindergarten enrollment was approaching record numbers, with the possibility of 360 kindergarteners arriving on the first day of school.

Resolution 12-137 Financial Reports

Mr. Cremeans moved and Mrs. Black seconded a motion to approve the financial reports for July 2012.

ROLL CALL VOTE

Ms. Journey	Yes
Mr. Haas	Yes
Mrs. Grice	Yes
Mr. Cremeans	Yes
Mrs. Black	Yes

MOTION CARRIED

Resolution 12-138 Contracts

Mr. Cremeans moved and Mr. Haas seconded a motion to approve the following contracts:

COMPANY	AMOUNT	PERIOD	TYPE	PURPOSE
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ABM	\$43,500	Length of repair	Service	System modification to LMIS boiler system
Clean & Green Event Services, LLC	\$1,200	Tennis Tournament in Mason	Revenue	LMHS volleyball fundraiser
Siemens	\$400/yr	9/1/2012-8/31/2015	Service	Fire alarm monitoring at Butlerville Elementary

**ROLL CALL VOTE**

Mr. Haas	Yes
Mrs. Grice	Yes
Mr. Cremeans	Yes
Mrs. Black	Yes
Ms. Journey	Yes

**MOTION CARRIED**

Resolution 12-139 Personnel

Mrs. Black moved and Mrs. Journey seconded a motion to approve the following personnel issues with employment contingent upon the school system receiving the results of the mandated criminal records background check as required by the O.R.C. 3319.311 which indicates that no conviction or pleas of guilty were entered into by any persons being employed.

**EXEMPTED PERSONNEL—EMPLOYMENT**

Joanie Holbein – Accounts Payable, effective 7/23/12, Step 1, \$37,620  
Roxanna Burdine – Payroll Manager, effective 8/13/12, Step 4, \$41,857

**CERTIFIED PERSONNEL – EMPLOYMENT**

Tammy Martin—LMHS guidance counselor, Step 10 Master’s, \$49,629

**CERTIFIED PERSONNEL – CHANGE IN ASSIGNMENT**

Julie Burton – Reassigned to kindergarten at Hamilton-Maineville Elementary  
Lindsay Biddle – Reassigned to first grade at Salem Twp. Primary School

**CERTIFIED PERSONNEL – LEAVE OF ABSENCE**

Deanna Skapiak, LMHS teacher, four weeks beginning Sept. 5

**CLASSIFIED PERSONNEL – CHANGE IN ASSIGNMENT**

Carol Ferrara – Reassigned from special education aide to building aide at Salem Twp. Elementary  
Heather Henderson – Reassigned from sub bus driver to full-time bus aide, \$12.47/hr.  
Gina Hurst – Reassigned from sub bus driver to part-time bus aide, \$12.47/hr.

**CLASSIFIED PERSONNEL – LEAVE OF ABSENCE**

Michelle Julien – LMIS aide, for the 2012-2013 school year  
Betty Barnes, LMHS cook, for the 2012-2013 school year

**CLASSIFIED PERSONNEL – EMPLOYMENT**

Gayle Scott – Harlan-Butlerville, Class III secretary, hire date 8/21/2012, effective 8/13, Step 0, \$14.45/hr

Lisa Stein – Salem Twp. Elementary, special education aide, hire date 9/4/2012, Step 0, \$12.47/hr  
 Samantha Arnett – Harlan-Butlerville kitchen manager, hire date 8/17/2012, Step 0  
 Jody Arnett – Hamilton-Maineville kitchen manager, hire date 8/17/2012, Step 5  
 Tom Brown – Bus Driver, full-time, \$15.82/hr

**CLASSIFIED PERSONNEL – LONG-TERM SUBSTITUTE**

Ashley Balsler-Stall – LMIS aide, for the 2012-2013 school year, Step 0, \$12.47/hr

**SUPPLEMENTAL POSITIONS – EMPLOYMENT**

Christy Wilson – Freshmen cheerleading coach  
 Kyle Smiddy – ½ Boys’ JV soccer co-coach  
 Rob Chapman – ½ Boys’ JV soccer co-coach  
 Mark Short – ½ LMHS athletic site manager  
 David Florea – ½ LMHS athletic site manager  
 Marci Goodrich – LMHS drama coach

*\*All athletic coaches paid for by pay-to-play fees*

**CERTIFIED PERSONNEL – SUBSTITUTES**

Abdallah	Katie	Coates	Gary	Hashem	Gail	Moore	James
Allen-Saxton	Kristyn	Collins	Monica	Heinig	Elizabeth	Morris	Pam
Amato	Joan	Creamer	Donald	Hoffman	Angela	Morua	Donna
Anderson	Robin	Damron	Mark	Horvath	Diane	Murray	Charis
Andrews	Bethany	Daniel	Clay	Ishtiah	Linda	Naylor	Jeffrey
Balsler-Ware	Whitney	Davidson	Debra	Jones	Roger	Oeters	Karen
Bateman	Danielle	Dearworth	Terri	Jones	Jenna	Olinger	Linda
Baty	Susan	Demic	John	Jones	Gail	Pelletier	Amy
Bauman	Brennan	Dozier	Tawnya	Kelsey	Robert	Perkins	Peter
Baum-Stone	Beverly	Dudley	Paul	Kettler	Edward	Perry	Roberta
Benskin	Sue	Ervin	Jennifer	Kieffer	Michael	Pflaumer	Thomas
Bensman	Richard	Ettensohn	Eric	Lakes	Judith	Philpot	Lynn
Berkoben	Susan	Evans	Marshall	Ledbetter	Melanie	Pratt	Joey
Bonfiglio	Barbara	Farrell	Marta	Lesan Jr	Robert	Ressler	Courtney
Bonhaus	Amy	Fiegelist	Ariel	Lickdyke	Elizabeth	Richardson	Gerry
Bouche	Zoanne	Fridman	William	Mahbubullah	Nurun	Riepenhoff	Julie
Burroughs	Andrea	Gardner	Laura	Marchione	Kathy	Robben	Kari
Camp	Lora	Gomez	Teresa	Martin	James	Ruhl	Jeremy
Capella	Becky	Gorman	Constance	Maxwell	Natalie	Sandy Jr	Raleigh
Caponi	Angela	Grab	Wendy	McClew	Sheila	Sanker	Kay
Carey	Lynn	Greene	Angela	McCormick	Bob	Scherle	Steve
Carnahan	Ann	Grewell	Kathy	Mihalik	Christopher	Seymour	Michael
Cavallaro	Maria	Griffith	John	Minton	Shirley	Shandersky	Debra
Chanatry	Kelly	Harris	Sandra	Minton, Jr	James	Short	Lee

Short	Kevin	Sparks	Brett	Waits	Courtney	Worley	Barb
Smalley	Claire	Stein	Jerome	Walasek	Kathleen	Worley	Jack
Smith	Tracy	Stewart	Alejandra	Waldbillig	Cynthia	Worthington	Tracy
Snider	Karla	Timmerman	Sara	Wilkerson	Rebecca	Young	Samantha
Snyder	Rebecca	Timpe	David	Wilson	Sharon	Zimmerman	Rachael

**CERTIFIED PERSONNEL – SUBSTITUTES, cont’d**

Karen Hay                      Clark Searle                      Daniel Elliott  
Jennifer Parrett

**CLASSIFIED PERSONNEL – LEAVE OF ABSENCE**

Rhonda Kroener – Bus driver, for the 2012-2013 school year

**CLASSIFIED PERSONNEL – RESIGNATION**

Ben Martin – Full-time bus driver

**ROLL CALL VOTE**

Mr. Cremeans	Yes
Mrs. Black	Yes
Ms. Journey	Yes
Mr. Haas	Yes
Mrs. Grice	Yes

**MOTION CARRIED**

**Resolution 12-140 Resolution to Empower Superintendent To Hire**

Ms. Journey moved and Mr. Cremeans seconded a motion to allow the Superintendent to employ a third grade teacher and a fourth grade teacher prior to the start of school on Sept. 4, 2012.

**ROLL CALL VOTE**

Mrs. Black	Yes
Ms. Journey	Yes
Mr. Haas	Yes
Mrs. Grice	Yes
Mr. Cremeans	Yes

**MOTION CARRIED**

**Resolution 12-141 Little Miami Teachers Association Agreement**

Mr. Haas moved and Mr. Cremeans seconded a motion to approve of the two-year tentative agreement with the Little Miami Teachers’ Association, effective 7/1/2012-6/30/2012.

SUMMARY

OF

TENTATIVE AGREEMENT

BETWEEN

LITTLE MIAMI TEACHERS ASSOCIATION

AND THE

LITTLE MIAMI BOARD OF EDUCATION

JULY 1, ~~2011~~ **2012** THROUGH JUNE 30, ~~2012~~ **201**

## ARTICLE 7 – ASSOCIATION RIGHTS

- A. There will be no reprisals of any kind taken against any teacher by reason of his/her membership or non-membership in the Association or participation in any of its legal activities.
  
- B. If negotiations meetings or impasse hearings between the Board and the Association are scheduled during the school day, members of the Association's negotiating team will be relieved of all regular duties without loss of pay or leave penalty, as necessary, in order to permit their participation in such meetings.
  
- C. Representatives of the Association will have access to the schools in accordance with Board policies and procedures before and after the normal school day or while a teacher is on lunch break provided such presence does not interfere with teachers during their regularly scheduled classes and planning periods.
  
- D. Upon request, the Association will be provided a copy of all regularly prepared public information in accordance with Revised Code 149.43.
  
- E. The Association will be given notice of meetings in accordance with Revised Code 121.22. A copy of the official agenda, including all attachments, and minutes of the meeting, as permitted by law, will be given to the Association President on the Monday prior to said meeting.
  
- F. Upon request and if available, the Association shall be permitted to utilize district buildings without cost during the hours of 6:00 A.M. to 8:00 P.M., Monday through Friday, for Association meetings. All other use of district buildings shall be in accordance with the district facilities use policy.
  
- G. There will be one bulletin board of appropriate size for partial use of the Association in the faculty lounge in each school building for the purpose of displaying notices, circulars and other such material.

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H. The Association will have the right to use the inter-school mail system and electronic mail to distribute material, provided a copy of the material is given to the principal and Superintendent simultaneously with the placement in the teachers' mailbox.

~~I. The Board agrees to deduct from the salaries of the teachers, dues for the Association and to transmit the moneys promptly to the Treasurer of the Association. A teacher desiring annual dues deduction shall request same in writing and submit a payroll deduction authorization to the Treasurer by October 1 of each school year. It is understood that such authorizations may be revoked by said teacher upon giving of written notice to the Board. The deductions will be made once a month in nine (9) installments beginning with the last payroll check in October of the school year. (Moved to Article 8)~~

J.I. The Association will be provided the names and addresses of all new teachers. Additionally, the Association shall be provided at least thirty (30) minutes to meet with the new teachers during their initial orientation meeting with the administration.

The Association shall be provided time on the agenda to meet while all teachers are assembled at the start of the school year.

K.J. The Association shall be granted a maximum of twelve (12) days per year for representatives to attend the OEA Representative Assembly or for the President or his/her designee to attend to other Association business. None of these days granted can be charged against personal leave.

L. Fair Share Fee (Moved to Article 8)

~~1. Payroll Deduction Of Fair Share Fee The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Association, a fair share fee for the Association's representation of such nonmembers during the term of this contract. No nonmember filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.~~



- ~~2. Notification Of The Amount Of Fair Share Fee — Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about September 15 of each year during the term of this contract for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.~~
  
- ~~3. Schedule Of Fair Share Fee Deductions~~
  - ~~a. All Fair Share Fee Payers — Payroll deduction of such fair share fees shall begin at the second payroll period in January except that no fair share fee deductions shall be made for bargaining unit members employed after December 31 until the second paycheck, which period shall be the required probationary period of newly employed bargaining unit members.~~
  
  - ~~b. Upon termination of membership during the membership year — The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.~~
  
- ~~4. Transmittal Of Deductions — The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.~~
  
- ~~5. Procedure For Rebate — The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.~~

- ~~6. Entitlement To Rebate — Upon timely demand, nonmembers may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.~~
- ~~7. Indemnification Of Employer — The Association, on behalf of itself and the OEA and NEA, agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:~~
- ~~a. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a nonmember for which indemnification may be claimed;~~
- ~~b. The Association shall reserve the right to designate counsel to represent and defend the employer;~~
- ~~c. The Board agrees to: (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding; (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;~~
- ~~d. The Board acted in good faith compliance with the fair share fee provision of this agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapply such fair share fee provision herein. **(MOVED to Article 8)**~~

**NEW ARTICLE 8**  
**PAYROLL DEDUCTION**

- A. The Board shall provide for the following payroll deductions:**
- 1. United Education Profession (UEP) dues/Fair Share Fee**
  - 2. Political Contributions**
  - 3. Tax sheltered annuities**
  - 4. One Credit Union**
  - 5. Any teacher paid insurance premiums**
  - 6. STRS**
- B. The Board agrees to deduct from the salaries of the teachers, dues for the Association and to transmit the monies promptly to the Treasurer of the Association. A teacher desiring annual dues deduction shall request same in writing and submit a payroll deduction authorization to the Treasurer by October 1 of each school year. It is understood that such authorizations may be revoked by said teacher upon giving of written notice to the Board. The deductions will be made once a month in nine (9) installments beginning with the last payroll check in October of the school year.**
- C. Dues deduction authorization may be revoked by a current member during a thirty (30) calendar day period, beginning with the first day of each school year. Authorization not revoked during said period shall continue for a successive period of one (1) year. Written notice of revocation shall be submitted to the Board and the Association Treasurer.**
- D. Fair Share Fee (MOVED from Article 7)**
- 1. Payroll Deduction Of Fair Share Fee – The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Association, a fair share fee for the Association’s representation of such nonmembers during the term of this contract. No nonmember filing a timely**

demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

2. Notification Of The Amount Of Fair Share Fee – Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about September 15 of each year during the term of this contract for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.
  
3. Schedule Of Fair Share Fee Deductions
  - a. All Fair Share Fee Payers – Payroll deduction of such fair share fees shall begin at the second payroll period in January except that no fair share fee deductions shall be made for bargaining unit members employed after December 31 until the second paycheck, which period shall be the required probationary period of newly-employed bargaining unit members.
  
  - b. Upon termination of membership during the membership year – The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.
  
4. Transmittal Of Deductions– The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.
  
5. Procedure For Rebate– The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and

notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

6. Entitlement To Rebate – Upon timely demand, nonmembers may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.
  
7. Indemnification Of Employer – The Association, on behalf of itself and the OEA and NEA, agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:
  - a. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a nonmember for which indemnification may be claimed;
  
  - b. The Association shall reserve the right to designate counsel to represent and defend the employer;
  
  - c. The Board agrees to: (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding; (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;
  
  - d. The Board acted in good faith compliance with the fair share fee provision of this agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapply such fair share fee provision herein.

**E. TAX SHELTERED ANNUITIES (MOVED from Article 38)**

1. Payroll deduction for tax-sheltered annuities shall be made available upon request.

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

### NEW ARTICLE 9

#### COOPERATING TEACHERS

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

#### ARTICLE 8 10 – SICK LEAVE

- A. The *Ohio Revised Code* grants one and one-fourth (1-1/4) days of sick leave per month. New teachers have available five (5) days any time during the first four (4) months; at the end of the fifth (5<sup>th</sup>) month and each month thereafter, one and one-fourth (1-1/4) additional days are earned. The cumulative total after being under continuous contract for twelve (12) months will be fifteen (15) days. Paid sick leave shall be allowed for a period not to exceed an accumulated sick leave account. A teacher may appeal to the Board in writing through the Superintendent for special consideration for additional sick leave because of extreme hardship.
- B. Sick leave will be granted for the following circumstances: personal illness, injury, pregnancy, exposure to contagious diseases which could be communicated to others, for absence due to illness, injury or death in the teacher's immediate family.
- C. All doctor and dental appointments shall be scheduled outside a teacher's regular working hours, whenever possible.

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

#### **ARTICLE 13 15 – PROFESSIONAL LEAVE**

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

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

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

#### **ARTICLE 27 29 – ENTRY-YEAR RESIDENT EDUCATORS**

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



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

Stipends for mentors shall be as follows;

- \$ 750 for mentors of ~~entry-year teachers~~ **resident educators**
- \$ 500 for mentors of **experienced** teachers ~~with less than three (3) years of experience new to the district~~

### ARTICLE 29 31 – REDUCTION IN FORCE

#### A. Definition of RIF

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

#### B. Reasons

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

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

#### C. Procedure

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

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

D. Notification

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

E. Recall Procedures

1. Teachers whose contracts have been suspended shall be recalled on the following basis:
  - a. Teacher having continuing contracts, by seniority.
  - b. Teacher having limited contracts, by seniority.
2. A teacher whose continuing contract is suspended will have the right to restoration of continuing service status if and when a teaching position for which he/she is certified becomes available.
3. Any teacher whose limited contract is suspended shall be placed on a recall list for reemployment for three (3) years, including those whose contracts were suspended during the 2008-2009 school year. If a vacancy occurs in such a teacher's area of certification, that is the equivalent of his/her original position, he/she will be offered the vacancy before outside applicants are considered. If a

teacher refuses an offered vacancy, his/her name shall be removed from the recall list and the Board's obligation hereunder terminated.

4. The Board has fulfilled its responsibility herein by sending a notice of a vacancy to a teacher by certified mail to the last address left with the Board. Unclaimed, refused or non-deliverable letters or failure to respond within ten (10) days of the mailing of the notice shall constitute refusal of the vacancy.

F. Recall Rights and Responsibilities

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

G. Termination of RIF

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

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

**ARTICLE 38 – TAX SHELTERED ANNUITIES (MOVED to Article 8)**

~~A. Payroll deduction for tax sheltered annuities shall be made available upon request.~~

~~B. A minimum of five (5) teachers requesting a deduction from the same annuity company will be necessary before deductions will be made. A teacher's annuity will not be discontinued; however, if prior to July 1, 1993, there were less than five (5) participants with the same annuity company.~~

~~C. A teacher may change annuity companies only one (1) time during a school year.~~

**ARTICLE 40 41 – TUITION REIMBURSEMENT**

- A. An annual fixed budget of \$60,000 each school year of this Contract shall be available for reimbursement for tuition costs incurred by teachers for courses completed at an accredited university or college. Any monies not expended in accordance to the provisions established below shall be transferred and added to the following year's budget.

- B. The work taken must be in one of the following:
- The teacher's field of certification/license;
  - In work to maintain/upgrade certification/license;
  - In the field of education or technology;
  - In work approved by the Local Professional Development Committee;
  - In work approved in advance by the Superintendent.
- C. The amount of reimbursement shall be prorated and determined by the number of teachers participating and the amount of coursework completed during the time period of July 1 through June 30 of each year. There shall be no maximum reimbursement a teacher can receive for the actual cost of semester or quarter hours completed.
- D. Payment shall be issued by August 1<sup>st</sup>. A copy of the grade report and an official receipt from the college, or cancelled check, must be filed with form in Appendix B prior to reimbursement. **This reimbursement is available to teachers who have completed two (2) or more years of teaching experience at Little Miami before taking the courses being submitted. Teacher must be employed by the Board at the time reimbursement is paid.**
- E. In order to be eligible to receive reimbursement a teacher must earn a grade of B or better; or receive a passing grade in a pass/fail course.
- F. This reimbursement is available to teachers with two (2) or more years of teaching experience with the Board and must be employed by the Board at the time reimbursement is paid.

ARTICLE 43 44 – VISION, HEALTH AND DENTAL INSURANCE

A. All Full-Time Teachers

Vision

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

Health

1. The Board shall provide the OHIO High Deductible Health Plan (HDHP) as described herein:

a. The Board shall pay 90% of the monthly premium for single and family coverage.

b. ~~For the 2007 calendar year, within the first three business days of each quarter, the Board will make a quarterly deposit into each employee's Health Savings Account (HSA) based on the employee's enrollment in either single or family coverage. The amounts deposited will be:~~

~~—————\$1864.00 for single coverage per year~~

~~—————\$3107.00 for family coverage per year~~

c. For each ~~additional~~ calendar year beginning under the term of this Contract the Board will contribute ~~25% of the single/family deductible~~ to each employee's HSA **\$1,000 per employee.**

~~\$ 500.00 for single coverage per year~~

~~—————\$1,000.00 for family coverage per year~~

~~—————\$2,000.00 for family coverage for spouses both employed by the district~~

~~For the duration of the contract, the Board contribution to the single plan HSA, in addition to the above, will increase by the change reflected by the Federal Government rules governing HDHP. (For example, if in effect for 2007, the Board contribution for a single plan would be adjusted to \$700.00)~~

d. The HDHP provided by the Board will be an Embedded Deductible Plan.

e. ~~When spouses work for the District, the total amount of the deductible for 2006-2007 will be paid by the Board.~~

~~If spouses work for the district and do not have children, the district will deposit as follows into each separate employee's individual HSA based on single coverage:~~

~~—————2007—\$2200.00 for each single coverage plan~~

~~—————2008—\$1000.00 for each single coverage plan~~

~~—————2009—\$1000.00 for each single coverage plan~~

~~If spouses work for the district and do have children, the district will deposit as follows into one HSA family plan covering both employees and their dependent children:~~

~~—————~~

~~\_\_\_\_\_ 2007 \$4000.00 for family coverage~~

~~\_\_\_\_\_ 2008 \$2000.00 for family coverage~~

~~\_\_\_\_\_ 2009 \$2000.00 for family coverage~~

~~3. The Board of Education will absorb any increase to the single embedded deductible as a result of the GPI effect for the life of the contract.~~

~~\_\_\_\_\_ 2007 \$1867.00~~

~~\_\_\_\_\_ 2008 \$700.00~~

~~\_\_\_\_\_ 2009 \$700.00~~

Dental

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

B. Teacher Employed Prior to July 1, 1989

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

C. Part-Time Teachers

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

D. Insurance Carrier

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

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

ARTICLE 45 46 – SALARY SCHEDULES

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

~~A. For the 2011-2012 school year, each bargaining unit member shall remain on the same experience step as their placement for the 2010-2011 school year.~~

~~Any member who has attained education qualifying them for horizontal movement on the salary schedule for the 2011-2012 school year shall have their salary adjusted in accordance with Section D of this Article but remain at the same experience level as their placement for the 2010-2011 school year.~~

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

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

C. MA+20 Column (Hours)

1. Hours after the Master's Degree must be graduate semester hours (quarter hours will be prorated accordingly).
2. All hours must be in the teacher's area of certification or in the field of education.
3. Hours may be taken outside the teacher's area of certification or field of education if prior written approval is granted by the Superintendent.

D. Qualifying Hours

1. All graduate hours qualifying for placement on the MA+20 column must be taken after the teacher has obtained his/her Master's degree.
2. If a teacher's transcript(s) does not reflect a course as graduate hours, documentation from the college will be required to certify that the course is graduate level.
3. A need for review of the transcript and/or documentation will be conducted by the teacher, Superintendent and President of the Association or his/her designee.

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

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

F. Base Salary Schedule**LITTLE MIAMI TEACHERS****SALARY SCHEDULE ~~2011-2012~~ 2012-2014**

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

<b>STEP</b>	<b>BA</b>	<b>150 HRS.</b>	<b>MAST</b>	<b>MAST+20</b>
	(0.0400)	(0.0450)	(0.0550)	(0.0625)
<b>0</b>	<b>36,694</b>	<b>38,345</b>	<b>40,547</b>	<b>42,015</b>
	1.0000	1.0450	1.1050	1.1450
<b>1</b>	<b>38,162</b>	<b>39,996</b>	<b>42,565</b>	<b>44,308</b>
	1.0400	1.0900	1.1600	1.2075
<b>2</b>	<b>39,630</b>	<b>41,648</b>	<b>44,583</b>	<b>46,601</b>
	1.0800	1.1350	1.2150	1.2700
<b>3</b>	<b>41,097</b>	<b>43,299</b>	<b>46,601</b>	<b>48,895</b>
	1.1200	1.1800	1.2700	1.3325
<b>4</b>	<b>42,565</b>	<b>44,950</b>	<b>48,620</b>	<b>51,188</b>
	1.1600	1.2250	1.3250	1.3950
<b>5</b>	<b>44,033</b>	<b>46,601</b>	<b>50,638</b>	<b>53,482</b>
	1.2000	1.2700	1.3800	1.4575
<b>6</b>	<b>45,501</b>	<b>48,253</b>	<b>52,656</b>	<b>55,775</b>
	1.2400	1.3150	1.4350	1.5200
<b>7</b>	<b>46,968</b>	<b>49,904</b>	<b>54,674</b>	<b>58,068</b>
	1.2800	1.3600	1.4900	1.5825
<b>8</b>	<b>48,436</b>	<b>51,555</b>	<b>56,692</b>	<b>60,362</b>
	1.3200	1.4050	1.5450	1.6450
<b>9</b>	<b>49,904</b>	<b>53,206</b>	<b>58,710</b>	<b>62,655</b>
	1.3600	1.4500	1.6000	1.7075



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<b>10</b>	<b>51,372</b>	<b>54,858</b>	<b>60,729</b>	<b>64,948</b>
	1.4000	1.4950	1.6550	1.7700
<b>11</b>	<b>52,839</b>	<b>56,509</b>	<b>62,747</b>	<b>67,242</b>
	1.4400	1.5400	1.7100	1.8325
<b>12</b>	<b>54,307</b>	<b>58,160</b>	<b>64,765</b>	<b>69,535</b>
	1.4800	1.5850	1.7650	1.8950
<b>15</b>	<b>55,775</b>	<b>59,811</b>	<b>66,783</b>	<b>71,829</b>
	1.5200	1.6300	1.8200	1.9575
<b>18</b>	<b>57,243</b>	<b>61,462</b>	<b>68,801</b>	<b>74,122</b>
	1.5600	1.6750	1.8750	2.0200
<b>20</b>	<b>58,710</b>	<b>63,114</b>	<b>70,819</b>	<b>76,415</b>
	1.6000	1.7200	1.9300	2.0825
<b>25</b>	<b>60,178</b>	<b>64,765</b>	<b>72,838</b>	<b>78,709</b>
	1.6400	1.7650	1.9850	2.1450

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

**LITTLE MIAMI LOCAL SCHOOLS**

**Teacher Salary Schedule ~~2011-2012~~ 2012-2014**

<b>Service</b>		<b>Qualified</b>	<b>Master</b>
<b>Year</b>	<b>Educator</b>	<b>Educator</b>	<b>Educator</b>

30	---	74,295	80,283
29	---	72,883	78,758
28	---	71,498	77,261
27	---	70,140	75,793
26	---	68,807	74,353
25	---	67,500	72,940
24	---	66,217	71,555
23	---	64,960	70,195
22	---	63,726	68,861
21	---	62,515	67,554
20	---	61,326	66,269
19	---	60,162	65,011
18	---	59,018	63,776
17	---	57,897	62,564
16	---	56,797	61,374
15	---	55,718	60,209
14	---	54,659	59,065
13	---	53,620	57,942

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12	49,972	52,601	56,842
11	49,022	51,603	55,761
10	48,091	50,622	54,703
9	47,177	49,660	53,663
8	46,280	48,716	52,643
7	45,401	47,791	51,643
6	44,538	46,883	50,661
5	43,693	45,992	49,700
4	42,862	45,119	48,755
3	42,047	44,261	47,829
2	41,249	43,420	46,920
1	40,465	42,595	46,029

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

**ARTICLE 47 48 – LENGTH OF CONTRACT**

A. This contract shall be in effect from July 1, ~~2011~~ **2012** through June 30, ~~2012~~ **2014**

LITTLE MIAMI TEACHERS' ASSOCIATION/OEA/NEA

LITTLE MIAMI BOARD OF EDUCATION

\_\_\_\_\_

\_\_\_\_\_

Association President

Date

Superintendent

\_\_\_\_\_

\_\_\_\_\_

Association Team Member

Director of Personnel

\_\_\_\_\_

\_\_\_\_\_

Association Team Member

Treasurer

\_\_\_\_\_

\_\_\_\_\_

Association Team Member

Board Team Member

\_\_\_\_\_

\_\_\_\_\_

Association Team Member

Board Team Member

\_\_\_\_\_

\_\_\_\_\_

Association Team Member

Board Team Member

LITTLE MIAMI LOCAL SCHOOL DISTRICT  
TUITION REIMBURSEMENT APPROVAL FORM

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

**ARTICLE 40 — TUITION REIMBURSEMENT**

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

**Directions:**

1. **All reimbursement requests must be submitted by August 30<sup>th</sup> of each year for all coursework taken in the prior July 1 through June 30 time period.**
2. **In order to be eligible to receive reimbursement a teacher must earn a grade of B or better; or receive passing grade in a pass/fail course.**
3. **An official college transcript and an official receipt from the college or a cancelled check must be submitted.**
4. **Reimbursement shall be distributed by September 30<sup>th</sup> of each year.**

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F. This reimbursement is available to teachers with two (2) or more years of teaching experience with the Board and must be employed by the Board at the time reimbursement is paid.

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

**Coursework Notification / Approval**

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

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

~~Include a copy of the university/college's description of the course (from syllabus or registration catalog)~~

Superintendent's signature \_\_\_\_\_ Date \_\_\_\_\_

Indicates acceptance of coursework for tuition reimbursement pool or approval of other coursework not addressed in A-D.

Copy returned to teacher.

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ROLL CALL VOTE

Ms. Journey	Yes
Mr. Haas	Yes
Mrs. Grice	Yes
Mr. Cremeans	Yes
Mrs. Black	Yes

MOTION CARRIED

Resolution 12-143 Memorandum Agreement with Little Miami Teachers Association

Mr. Cremeans moved and Ms. Journey seconded a motion to approve the memorandum of understanding with the Little Miami Teachers Association regarding teacher evaluation as presented.

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is entered into by the **LITTLE MIAMI LOCAL SCHOOL DISTRICT BOARD OF EDUCATION** ("Board") and the **LITTLE MIAMI TEACHERS' ASSOCIATION** ("Association") for the purpose of addressing changes to Ohio law related to teachers' performance evaluations and reduction in force.

**WHEREAS**, the Board and the Association are parties to a current Collective Bargaining Agreement in effect from July 1, 2012 through June 30, 2014.

**WHEREAS**, recent changes to Ohio law set forth in House Bill 153 and Senate Bill 316 require a modification to the current teacher performance evaluation system and further requires the Board to adopt a standards-based teacher evaluation policy and, thereafter, to include such policy in the Collective Bargaining Agreement between the parties; and

**WHEREAS**, in order to facilitate the adoption of Board policy as required by law, an Evaluation Review Committee ("ERC") will be formed by the Board and the Association to provide stakeholder input and facilitate the statutorily-required consultation with teachers relative to the development of the standards-based teacher performance evaluation policy.

**NOW, THEREFORE, BE IT AGREED UPON**, by the Board and the Association as follows:

1. Formation of Committee.

An Evaluation Review Committee ("ERC") will be formed to provide stakeholder input and facilitate the statutorily-required consultation with teachers relative to the development of a standards-based teacher performance evaluation policy. The ERC shall recommend to the Board a standards-based teacher performance evaluation policy that complies with the requirements of Ohio law. This evaluation policy, where applicable, shall replace the evaluation procedure set forth in Article 32 of the Collective Bargaining Agreement.



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ROLL CALL VOTE

Mr. Haas	Yes
Mrs. Grice	Yes
Mr. Cremeans	Yes
Mrs. Black	Yes
Ms. Journeay	Yes

MOTION CARRIED

Resolution 12-144 Ohio Association of Public School Employees Local 516 Agreement  
Mr. Cremeans moved and Mr. Grice seconded a motion to approve the two-year tentative agreement with the Ohio Association of Public School Employees Local 516, effective 7/1/12-6/30/14, as presented.

NEGOTIATION AGREEMENT  
BETWEEN  
OAPSE  
LOCAL 516  
and  
LITTLE MIAMI LOCAL SCHOOL  
BOARD OF EDUCATION  
CONTRACT  
JULY 1, 2012 - JUNE 30, 2014

ARTICLE 1

PARTIES TO AGREEMENT

The Little Miami Local Board of Education, hereinafter referred to as the “Employer”, and the Ohio Association of Public School Employees, and its Local 516 members, hereinafter referred to as “**OAPSE 516**”, agree to be bound by the following terms and conditions as they relate to the members of said OAPSE 516.

ARTICLE 2

STATEMENT OF PURPOSE

The Little Miami Local Board of Education and the Little Miami District Local 516 of OAPSE recognizes that the primary function of the Board and its staff is to assure each boy and girl attending its public schools the highest level of educational opportunities obtainable within the resources of the district. The Board believes that high morale of the classified staff is essential if education of the finest quality is to be achieved and that the interests of the educational program are best served when mutual understanding, cooperation and communications exist among the Board, the administration and the classified staff.

ARTICLE 3

RECOGNITION

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### Section 1

The Little Miami Local Board of Education shall recognize the Ohio Association of Public School Employees and its Local #516 as the sole and exclusive negotiating agent for all classified employees in the bargaining unit, as hereinafter defined:

Bus Drivers Technology Para-Professional  
Mechanics Library Para-Professional  
Head Mechanic Special Education Para-Professional  
Maintenance Teacher Para-Professional  
Grounds/Maintenance Bus Para-Professional  
Secretaries Bus Trainer  
Custodians Deaf Interpreters  
Kitchen Mgr Cooks  
Van Driver Nurse Aides (Para-Professional)  
Pony Driver Facilities and Maintenance Planner

2

### Section 2

The bargaining unit shall include all classified employees of the employer excluding all supervisors, central office personnel, substitutes and coordinators.

### Section 3

Employees' state and local dues shall be deducted from payroll checks as follows:

Nine Month Employees First pay in September through first pay in May

Ten Month Employees First pay in September through first pay in

June

Twelve Month Employees First pay in September through first pay in July  
State and local dues shall be submitted to the State Treasurer monthly by the payroll department. A list of those employees for whom payment is being made and the amount being withheld for each, shall be submitted to the local and state treasurer monthly.

Payroll deductions shall be continuous and remain in effect unless revoked, in writing, ten (10) days prior to the expiration of the Agreement. The Payroll Office shall notify the Local Treasurer of the Association, in writing, of any revocation of payroll deduction of dues in accordance with this section.

### Section 4

Eighty (80) days following the beginning of employment, employees in the bargaining unit who are not members of the Union shall pay to the Union a fair share fee as a condition of employment with the Employer. Such fair share fee shall not exceed dues paid by members of the Union who are in the bargaining unit. The Union shall notify the Employer of the fair share fee amounts and of any changes in the fair share fee amounts in the same manner as notification of amounts and changes in the amounts of dues deduction. Fair share fees shall be deducted from the payroll checks of the employees in the same manner as regular membership dues are deducted and forwarded by the Employer to the Union in the same manner except that written authorization for deduction of fair share fees is not required.

Section 5

P.E.O.P.L.E. Check off – The Board agrees to deduct payments voluntarily authorized by individual employees to “The Public Employees Organized to Promote Legislative Equality (P.E.O.P.L.E.) Fund. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Board and the Association. The Board agrees to remit any deductions made pursuant to this Section promptly to the Association, together with an itemized statement showing the name of each employee from who pay such deductions have been made and the amount deducted during the period covered by the remittance.

Section 6

The parties hereto declare that there shall be no unlawful discrimination against any employee because of age, race, color, national origin, sex, political affiliation or membership in any lawful employee organization. No employee shall be pressured, coerced or required to join or refrain from joining OAPSE 516.

ARTICLE 4

SAVINGS CLAUSE

Should any part of this Agreement or any provisions contained herein be declared invalid by operation of law, existing or promulgated in the future, or by any tribunal or competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions thereof and they shall remain in full force and effect.

If any portion of this contract shall be found contrary to law, then that provision shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full effect for the term of the contract. The parties shall meet within ten (10) days at the request of either party to negotiate a successor provision for the provision held contrary to law.

ARTICLE 5

PROCEDURE FOR CONDUCTING NEGOTIATIONS

The Board, or the Designated Representatives of the Board, will meet with the Representatives designated by the Union for the purpose of discussing and reaching agreement. All Negotiations shall be conducted exclusively between said Teams. The Board’s Negotiating Team and the Union’s Negotiating Team will be limited to five (5) members each. Neither party shall have control over the selection of the other Party’s team members. While no Final Agreement shall be executed without ratification by the Union and adoption by the Board, the Negotiating Teams will have the authority to make Proposals, consider Proposals and determine items acceptable to both Parties involved in negotiations. Field representatives of the Union shall be included in the Local’s Negotiating Team. Consultants may be used by each of the Parties in any of the Negotiating Meetings. The expense of such Consultants shall be borne by the Party requesting or hiring them.

A. Exchange of Information

Prior to and during the period of Negotiations, or Impasse Provisions, the Board and the Union agree to provide to each other requested information concerning the issue(s) under consideration.

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### B. Request for Meeting

Upon a written request to open Negotiations, a mutually acceptable date for the initial meeting shall be set. A request to open Negotiations shall not be submitted prior to April 1st.

### C. Submission of Issues

All Language issues for Negotiations by the Union and the Board shall be submitted in writing at the first Meeting. No additional Language issues shall be submitted by either Party following the designated Meeting unless agreed by both Parties. Monetary issues (proposals) shall be submitted at a mutually agreed upon time by both Parties, after Negotiations have begun.

### D. Negotiation Meeting

The parties shall meet at places and times agreed upon at the beginning of the prior Meeting. The times and places of the following Meetings shall be agreed upon at the onset of the beginning of each Session. All Meetings shall be held in Executive Session. If the Board, or its Designated Representative desire to set a Negotiation Meeting during working hours, all Members of the Negotiating Team normally employed during those hours shall be paid for those hours at the regular rate. All Meetings after normal working hours would not be affected.

### E. Caucus

Upon request of either Party, the Negotiation Meeting shall be recessed to permit the requesting Party a period of time within which to Caucus in privacy. The Caucus shall not exceed thirty (30) minutes in length, unless mutually agreed to.

### F. Progress Reports

During Negotiations, Interim Reports may be made to the Union by its Representatives and to the Board by its Representatives. Each party will be responsible for requesting that the information from such Reports be regarded as only Proposals and shall be confidential information, as to the extent permitted under Ohio Law, with the Organization concerned.

### G. Protocol

No action to coerce, censor or penalize any Participant in Negotiations shall be made or implied by any other Negotiator or Member of either Party so represented. Both sides agree to conduct themselves in a professional and non personal manner.

### H. Tentative Agreement

As negotiated items are agreed upon, they shall be reduced to writing and signed by the Chief Negotiator of each Party. Such signing shall be construed as Tentative Agreement by both Parties on that item or issue, subject to finalization by ratification by the Membership of the Union and adoption by the Board.

### I. Agreement

When an Agreement is reached through Negotiations, the outcome shall be reduced to writing. Both Parties shall review the Agreement together to determine the accuracy of the Transcript. If the Agreement is then in

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proper form, it shall be submitted first to the Union for ratification and then to the Board for adoption after the Union approves of the Agreement.

When adopted by the Board, the agreement shall become part of the official Board Minutes. Said agreement shall be signed by the Board's Representatives and the Union's Representatives.

### J. Intent to Recommend

Prior to the Negotiated Agreement being presented to the Union and to the Board, both Negotiating Teams shall pledge to recommend adoption of the Tentative Agreement.

### K. Media Release

It is agreed that during the negotiation period, neither party will issue any statement to the News Media. In the event such press releases become necessary, during the normal conduct of negotiations, the content and release of such press releases must be mutually agreed upon before release to the News Media. In the event both parties reach impasse regarding the settlement of negotiations, either may issue a press release upon providing the other party a copy of the release forty-eight (48) hours in advance of its submission to the News Media.

### L. Impasse

In the event that agreement cannot be obtained within sixty (60) days of the first negotiation session, either party may declare impasse on the issues being negotiated. Upon the declaration of impasse, the services of the Federal Mediation and Conciliation Service shall be jointly requested. The impasse procedure of this contract shall be completed if an agreement has not been reached within thirty days of the first meeting of the parties with a mediator. Should the parties be unable to reach an agreement through the assistance of a federal mediator, the Union may exercise its right to strike. Said strike will be in accordance with all established procedures of the O.R.C. 4117. All of the timelines contained in this section may be extended upon mutual agreement of the parties.

### M. Good Faith Negotiations

Good faith requires that the Union and the Board be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons. Such obligation shall not require either party to change its proposal on any matter being negotiated.

## ARTICLE 6

### GRIEVANCE PROCEDURE

#### Grievance Policy

The Little Miami Local Board of Education recognizes that in the interest of effective personnel management, a procedure is necessary whereby its employees can be assured of a prompt, impartial and fair hearing on their grievances. Such procedures shall be available to all employees and no reprisals of any kind shall be taken against any employee initiating or participating in the grievance procedure.

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### Grievance Defined

A grievance is a complaint involving the violation, misinterpretation or misapplication of the agreement.

### Parties in Interest

The lodging of any grievance shall be the right of either the individual employee or OAPSE 516. OAPSE 516 will be limited to items covered in the Agreement. While OAPSE 516 shall have the right to represent the employee or to appeal on any action taken on the grievance of an individual employee, it shall do so only with the consent of said individual employee.

### Step One

Any employee having a grievance shall first discuss such grievance with his/her immediate supervisor at a meeting identified as Step 1 of the grievance procedure.

### Step Two

If the discussion does not resolve the grievance to the satisfaction of the employee, such employee shall have the right to lodge a written grievance with such employee's building principal or immediate supervisor designated by the Superintendent. Such grievance must be lodged within twenty (20) working days following the occurrence of the act or condition which is the basis of said grievance. The written grievance shall be on a standard form supplied by the Employer and shall contain a concise statement of the facts upon which the grievance is based and, if applicable, a reference to the specific provision of the memorandum, contract, policy, rule or regulation allegedly violated, misinterpreted or misapplied. A copy of such grievance shall be filed with the Superintendent. The employee shall have the right to request a hearing before the building principal or immediate supervisor designated by the Superintendent. Such hearing shall be scheduled within ten (10) working days after the receipt of such request. The employee shall be advised in writing of the time, place and date of such hearing and shall have the right to be represented at such hearing by a representative of the Association.

The building principal or immediate supervisor designated by the Superintendent, shall take action on the written grievance within ten (10) working days after the receipt of said grievance, or if a hearing is requested, within ten (10) working days after conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing copies sent to the employee and the Superintendent or his designated representative.

### Step Three

If the action taken by the building principal or immediate supervisor designated by the Superintendent does not resolve the grievance to the satisfaction of the employee, such employee may appeal in writing to the Superintendent. Failure to file such appeal within ten (10) working days from receipt of the written memorandum of the principal's or immediate supervisor's action on said grievance shall be deemed a waiver of the right to appeal. Upon request, a hearing shall be scheduled by the Superintendent or his designated representative within ten (10) working days after the receipt of the request. The employee shall have the right to be represented at such hearing by

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representatives of OAPSE 516. The Superintendent or his designated representative shall take action on the appeal of the grievance within ten (10) working days after the receipt of the appeal, or if a hearing is requested within ten (10) working days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the employee and the building principal or immediate supervisor designated by the Superintendent.

### Step Four

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

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

- A. Rob Stein
- B. David Stanton
- C. Frank Keenan

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

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

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

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

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

The arbitrator shall have the power to subpoena witnesses and documents. No later than ten (10) days prior to the scheduled arbitration hearing a disclosure conference must be held between the representatives of the Board and the

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Association at which time all documents, exhibits, evidence, and names of the witnesses and the nature of their testimony shall be disclosed. Failure to disclose prior to the hearing shall result in the exclusion of said evidence, exhibit, or testimony at the arbitration hearing.

The ruling of the arbitrator shall be binding.

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

### ARTICLE 7

#### DISCIPLINE AND DISCHARGE

##### Section 1

Probationary Period – Each new employee shall serve one hundred twenty (120) day probationary period.

During this time the Superintendent or his designee may discharge the employee at any time, without providing reasons and without the need to establish cause.

In the event a probationary employee is discharged, the Union President and employee shall receive a copy of the notice of discharge.

If any employee is retained after completion of the probationary period, he/she may not be discharged except as provided in this Article. Neither the Union nor employee may file a grievance or any other challenge to an employee's discharge during his probationary period.

Any employee who changes classification shall serve a probationary period of 90 days in the new position. If the employee is not retained in the new position, the employer will allow the employee to return to his/her previous position. All employees accepting positions due to the postings related to the returning employee will also return to their prior position and the original position will be reposted. An employee who changes position may return to his previous position within the first fifteen (15) working days from the day he/she starts the position.

##### Section 2

The Superintendent may suspend an employee for up to ten (10) days and the Board may suspend up to twenty (20) days or terminate an employee for incompetence, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, poor attendance or any other acts of misfeasance, malfeasance or nonfeasance. An employee will be verbally warned at the first offense, will be given a written warning at the second offense and may be suspended or terminated at the third offense provided however that the employee may be suspended or terminate at any step if the Superintendent or Board of Education deems the nature or gravity of the offense to be serious enough to warrant immediate suspension or termination.

Disciplinary procedure – Standards of progressive discipline shall be applied in normal circumstances in the administration of employee correction. If the infraction is of a severe nature, any or all of these steps may be waived. The standards are:

a) Oral warning



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- b) Written reprimand
- c) One day to ten day suspension without pay
- d) Discharge

Before implementing discipline of a non probationary employee, the Superintendent or his designee shall hold a conference with the employee to give the employee an opportunity to learn the reason for the intended action or otherwise to explain the alleged misconduct or other cause. The employee has the right to be accompanied at the conference by one Association representative. The conference will be scheduled as promptly as possible by the Superintendent or designee.

### Section 3

Employees being considered for termination because of excessive use of sick leave will go through a progression of steps to correct the problem. The employee will be first communicated with through the Superintendent or his designee. Failing to correct the problem may result in termination.

### Section 4

All employees holding a Commercial Drivers License (CDL) shall be required to undergo drug and alcohol testing. The Little Miami School District shall belong to a consortium of school district which shall have rules, regulation and procedures for testing an employee as outlined in Board Policy GDPDA.

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The employer may at its expense have other employees within the bargaining unit tested when there is reasonable suspicion of drug and/or alcohol abuse. An employee who test positive on a drug or alcohol test or refuses said test shall be subject to discipline up to and including termination.

### Section 5

This article replaces the provisions of Section 3319.081, O.R.C.

## ARTICLE 8

### SICK LEAVE

#### Section 1

All non teaching employees shall be granted sick leave of one and one-quarter (1.25) days per month for a total of fifteen (15) days of sick leave for each year under contract. The accumulation of unused sick leave shall be two hundred and twenty (220) days.

An employee shall present a statement from a physician after three consecutive days of use of sick leave. If no physician's statement is presented, the employee shall not be paid for those days. All doctor and dentist appointments shall be scheduled outside an employee's regular working hours. Exceptions to this section shall be determined by the superintendent and/or his designee after investigation. Unless it is an emergency, a waiver will not normally be granted. Any employee failing to submit an affidavit of absence form within 24 hours of returning to work risks having the wages held for a period in question until such time that the form is received.

Sick leave payment will be made to the employees based on the regular number of hours he/she is scheduled to work on the day the employee is absent on sick leave.

Section 2

Sick leave shall be granted for absence due to personal illness, pregnancy, related illness or condition, injury, exposure to contagious disease, and for absence due to illness, injury or death in the employee's immediate family. Immediate family, for the purpose of this Section, shall be:

1. Spouse, parents, parents-in-laws, children, grandparents.
2. Grandchildren or any other person when the employee is the legal guardian.
3. Grandchildren, sisters, brothers, sisters-in-law, brothers-in-law due to life threatening illness or in the event of a death.
4. Any other relative(s) living in the employee's household.
5. Aunt, uncle, niece, nephew, cousin in the event of a death.

The use of sick leave for death shall be limited to a maximum of 3 days per occurrence. Proof of death must be submitted prior to pay being released for sick leave due to the death of a family member as defined above.

Section 3

Upon retirement, unused accumulated sick leave shall be converted into severance pay. The formula for payment shall be twenty-five percent (25%) of accrued sick leave days. Severance pay shall not exceed fifty-five (55) days for each employee. Payment shall be calculated by multiplying the employee's daily base rate, excluding supplemental pay, at the time of retirement by the total number of days or fractional parts thereof. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time.

Section 4

Upon the death of an employee, the employee's estate shall be paid 25% of the employee's accumulated sick leave to a maximum of fifty-five (55) days.

Section 5

The Little Miami Board of Education will provide 12 weeks of unpaid annual leave to classified employees who have worked for the employer one year and for 1250 hours over the previous 12 months for the following reasons:

- \* to care for the employee's child after birth, or placement for adoption or foster care;
- \* to care for the employee's spouse, son or daughter, or parent who has a serious health condition;
- \* or, for a serious health condition that makes the employee unable to perform the employee's job.

The following requirements must be met:

- \* An application for unpaid leave must be completed thirty (30) days in advance when the leave is "foreseeable".
- \* Medical certification is required to support the leave request and a fitness for duty report is required to return to work.

For the duration of the Family Medical Leave, the employee's health coverage will be maintained under the "group health plan" under the same conditions as other employees in the same classification and hours worked as stated in the collective bargaining agreement.

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### Section 6

An employee on paid maternity leave during Christmas or Spring Break shall not have the breaks from regularly scheduled school counted toward maternity leave. The only exception to this rule is if the employee is on an unpaid maternity leave status.

### Section 7

If an employee is absent for more than seven (7) "occurrences" in a work year, beginning with the seventh occurrence, the following discipline may be administered at the superintendent's discretion:

- A. 7th occurrence, employee receives verbal reprimand.
- B. 8th occurrence, employee receives written reprimand.
- C. 10th occurrence, employee receives one (1) day suspension without pay.
- D. 12th occurrence, employee receives three (3) days suspension without pay.
- E. After the 15th occurrence, the Board may consider additional suspensions up to and including termination.

Definition of "occurrence:" . day = . occurrence; . day = . day occurrence; 1 day = 1 day occurrence unless used consecutively. Consecutive days absent from work as a result of illness or injury will count as a single occurrence.

Absences from work for any of the following reasons shall not be considered an occurrence:

- A. Vacation;
- B. Personal leave for reasons other than illness;
- C. religious observances;
- D. Bereavement leave;
- E. As determined by Superintendent or Designee.
- F. Union Leave

The work year will be defined to be July 1st through June 30th for the purpose of this provision. Each July 1st all employees shall start a new zero occurrence balance and discipline shall start at the beginning of the progression table.

All discipline procedures related to this provision shall supersede the procedures and due process requirements prescribed by Ohio law. An employee may appeal discipline under this provision only through the Grievance process provided in Article 6. Any employee disciplined under this provision shall be given the right to an informal hearing and their representative with the superintendent or his/her designee at least twenty-four (24) hours prior to receiving a reprimand, suspension or termination. At such meeting the employee may provide written notice and/or documentation as to their illnesses and the purpose for the reason for the use of prior sick leave. Notification of such hearing shall be in writing, not less than forty-eight (48) hours prior.

The Board reserves the right to accelerate discipline measures when an employee fraudulently reports the use of sick leave.

## ARTICLE 9

### PERSONAL LEAVE

#### Section 1

Three (3) unrestricted personal days shall be provided each contract.

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a. The appropriate leave form is submitted at least three (3) days before said leave with a reason written on such form.

The three (3) day requirement may be waived in the event of unusual or mitigating circumstances.

b. The superintendent approves such day at his/her discretion.

c. Should said reason be due to an emergency making the three (3) day compliance impossible, the employee shall notify his/her immediate supervisor and complete the appropriate forms upon return.

### Section 2

Personal leave may not be used on the day immediately preceding or following a holiday, on a day of in-service, on the first or last day of the school year, or on make-up days that have been established in the school calendar, except under unusual circumstances at the sole discretion of the superintendent. No more than 10% of the bus drivers shall be permitted to take personal leave on any given day. Further, not more than one (1) employee in any other job category shall be permitted to take personal leave on any given day. The employee's supervisor may waive the requirement for the number of employees off within job categories.

### Section 3

Up to three (3) personal days which are not used during the school year shall be converted to sick leave by September 1 of each school year. In cases of retirement, said conversion shall occur prior to the issuance of severance pay; said conversion will occur if said employee has worked more than 120 days.

### Section 4

The Superintendent of schools reserves the right to grant personal leave for any reason. If the request is denied, written reason will be given to the applicant. Personal leave not used shall be converted to sick leave by September 1, not to exceed the maximum of 220 sick days.

### Section 5

Personal Leave Pay will be made to the employee based on the number of hours he/she is scheduled to work.

## ARTICLE 10

### LEAVE OF ABSENCE

#### Section 1

Upon a written request, the Board of Education may grant an unpaid leave of absence for a period of not more than two (2) years for educational, professional or other purposes, and shall not grant such leaves where illness or other disability is the reason for the request.

#### Section 2

Upon the return of the employee from a leave, the Board may terminate the employment of a person hired for that purpose of replacing the returning employee while he/she was on leave.

#### Section 3

If, after the return of the employee from an unpaid leave or paid leave in excess of one hundred twenty (120) consecutive days in the prior school year, the

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person employed for the purpose of replacing an employee on leave is continued in employment as a regular employee, or if he/she is hired by the Board as a regular employee within a year after his/her employment as a replacement, he/she will be placed on the salary schedule and have their start date amended for his/her length of service with the Board during such replacement period.

### ARTICLE 11

#### COURT LEAVE

##### Section 1

###### Court Leave

In cases where an employee is subpoenaed or summons to appear in any court in cases which are school related, he/she shall be paid his/her regular hourly rate of pay. The employee shall deliver over to the Treasurer and endorse his/her witness fee check from the Clerk of Courts, if said amount is less than his/her normal daily pay. If the fee is greater than his/her normal daily pay, including employer paid retirement, the employee shall deliver over to the Treasurer the amount equal to his/her daily pay including employer paid retirement.

In cases where any employee is subpoenaed or summons to appear in any court cases which are not school related, he/she shall be granted time off from work without pay unless the time off is chargeable to compensated leave under this agreement.

##### Section 2

###### Jury Duty

An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. The Board shall pay the employee his/her regular hourly rate of pay. The employee shall deliver to the Treasurer and endorse his/her jury duty check from the Clerk of Courts, if said amount is less than his/her normal daily pay. If the fee is greater than his/her normal daily pay, including employer retirement, the employer shall deliver over to the Treasurer the amount equal to his/her daily pay, including employer paid retirement. Any meal, mileage, and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty, which amount shall not exceed the total amount paid to the employee by this court.

##### Section 3

An employee utilizing court leave due to a subpoena and/or jury duty shall report back to work in the event the court leave or jury duty ends and there is more than two (2) hours left of the employee's scheduled work shift.

### ARTICLE 12

#### ASSAULT LEAVE

In accordance with Ohio Revised Code 3319.143, the Board shall grant up to a maximum of ten (10) days assault leave to any employee who is absent due to a physical disability resulting from an assault which occurs in the course of Board employment. Such employee will be maintained on full pay status during the period of such absence and such leave shall not be charged against the employee's earned or erasable sick leave.

In accordance with the Ohio Revised Code 3319.143, the Board shall require an employee to furnish a signed statement on forms provided by the Board to justify

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the use of assault leave. If medical attention is required, a certificate from a licensed physician stating the nature of the disability and its duration shall be required before assault leave can be approved.

Under extremely unusual circumstances involving serious injury the ten (10) day limitation may be extended at the sole discretion of the superintendent.

Upon request of the superintendent, an employee shall file a police report regarding the nature of the assault and provide a copy of the report to the superintendent. Upon filing of a police report, the administration shall initiate disciplinary proceedings.

### ARTICLE 13

#### LAYOFF AND RECALL

##### Section 1

In the event that layoffs become necessary, the employee with the least district seniority in the classification(s) determined to be affected by layoff, shall be laid off first. Notification of layoff will be in writing and shall be delivered by certified mail or hand delivers and signed for by the employee. In the event it becomes necessary to lay off or abolish a position or lose a building permanently, employees shall have bumping rights and may bump through their specific classification if their seniority exceeds that of other persons from their job classification. Employees who are laid off, or their job gets abolished from their job classification shall have the right to exercise their district seniority to displace the least senior employee in any job classification which they previously held in the school district provided the employee desiring to exercise such district seniority has:

- a) More district seniority than the employee in such other job classification;
- b) The present ability to perform the essential functions of the classification without additional training or retraining;
- c) Any certificates or licenses to perform such work; and
- d) Performed work in and held job classification seniority in the job classification.

When an employee bumps into another classification as a result of a reduction in force, the employee shall be placed on the salary schedule closest to, but not less than the employee's current rate of pay.

##### Section 2

When the employees are to be recalled, they shall be recalled by order of seniority to their position they previously held. If that position no longer exists, then the employee will be recalled into an available position within their classification.

Laid-off employees shall have recall rights for a period of two (2) complete years from the date of layoff, or for a period equal to their length of service with the Employer, whichever period is shorter.

For the purpose of this article, seniority shall be defined as an employee's total length of service with the Board from said employee's first day of work as a regular employee.

Within the classification of secretary, there shall be three (3) sub-classifications:

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Secretary I, Secretary II, and Secretary III. For the purpose of bumping rights, a Class III Secretary may bump down to Class II and a Class II may bump down to a Class I secretary positions. However, regardless of seniority levels, a Class I may not bump a Class II and a Class II may not bump a Class III Secretary.

### Section 3

Employees reinstated under this procedure shall be placed on the step assumed by the number of years of actual work experience.

### Section 4

If two (2) or more employees have the same District Seniority, then seniority will be determined by the date of application, then by the largest of their last four (4) digits of their social security number.

### Section 5

The layoff and recall procedures of Article 13 shall supersede and replace in their entirety Ohio Revised Code, Section 3319.081.

## ARTICLE 14

### SENIORITY

When an employee moves from one classification to another, the seniority accrued in the previous classification shall not be considered when determining seniority in the new classification. With the exception of layoff and recall where total years worked in the district shall be the determining factor, seniority in the classification shall be determined by the time served in the classification. In determining the seniority in the Secretary classification, separate seniority shall be calculated and maintained for employees based on time served in each subclassification, i.e., Secretary I, Secretary II, and Secretary III. District seniority shall be determined by the first day of work as a Bargaining Unit Employee, Continuous service shall not be interrupted if (1) employee was on approved leave of absence; or (2) the employee is re-employed within two (2) years from the date of layoff. All other breaks in service of employment shall constitute interruptions in continuous service. Seniority as defined herein shall be used for all seniority applications contained in this Agreement except where seniority is otherwise defined for specific applications in individual sections of an article of this Agreement.

A seniority list shall be provided and updated annually to the Local President and Treasurer. The updated list shall be provided by October 1 of each year.

## ARTICLE 15

### EMPLOYEE'S PERSONNEL FILE

#### Section 1

An employee's official personnel file shall be maintained in the Central Office. Upon request by the employee and with prior arrangements made with the Superintendent or designee, the employee may review the file in the presence of the Superintendent or designee. The Superintendent or designee will be responsible for maintenance and confidentiality of the personnel records systems.

#### Section 2

Routine employment materials and any commendation shall be placed in an employee's personnel file with a dated stamp of the date the item was placed in

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the file.

### Section 3

Reprimands, disciplinary reports or other adverse personnel documents shall require the signature of the employee in whose file the entry is being made and signature of the administrator placing information in the file. If the employee refuses to sign the material, it shall be placed in the file with a notation indicating the employee refused to sign it.

### Section 4

Upon request, copies of the material contained in the file shall be provided to the employee at his/her expense.

### Section 5

Employees shall have the right to attach a written response, within thirty (30) work days of receipt, to any material in the file.

### Section 6

Reprimands/disciplinary reports, except material which pertains to improper conduct with students, which have been included in an employee's file, shall be removed after three (3) years upon the employee's request if no material of a similar nature has been placed in the file during that time.

### Section 7

Unsigned letters or complaints will not be placed in an employee's official file until the complaints are substantiated.

### Section 8

Employees may submit letters or merit or awards through the supervisor to be placed in his/her official file.

### Section 9

Any record or reference to a liability claim shall not be made a part of an employee's file unless the claim is substantiated through a court of law, acknowledgement by the employee, or settlement of the claim by the insurance company.

### Section 10

Employee records shall be available for public review except for matters which are exempted by law set forth in O.R.C. 149.43(A) (1):

1. Confidential law enforcement investigatory records.
2. Medical records.
3. Trial preparation records.
4. Any other records the release of which is prohibited by state or federal law.

## ARTICLE 16

### OVERTIME

#### Section 1

One and one half (1 .) times the employee's regular straight time hourly rate (including the shift differential for employees working other than the day shift) shall be paid for hours worked in excess of forty (40) hours in one work week. Hours in the forty hour week must be actually worked: sick leave, vacations and personal leave are excluded from the forty hours when calculating overtime unless overtime hours are regularly scheduled. Calamity days and holidays are excluded from this provision.



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The Employer will rotate and equalize overtime opportunities among qualified full-time employees in the work unit who normally perform the work that is being assigned for overtime. The employer agrees to post overtime and extra-time rosters, which shall be maintained and monitored by the employer. Said roster shall be placed on appropriate bulletin boards in each facility and will include a list of overtime hours worked and refused, with overtime offered to the employees within the work unit who, on the roster, have the fewest aggregate hours worked and refused among those in the work unit who are qualified to perform the work being assigned. An employee who is offered but refuses overtime assignments shall be credited on the roster with the amount of overtime refused.

Where there are inequities in the distribution of overtime, the Employer will be given the right to correct the error at the earliest opportunity.

### Section 2

All hours worked on Saturday and Sunday, in addition to normal contract hours, shall be paid at one and one half times (1 .) the regular rate of pay. Holidays worked shall be paid at the regular rate exclusive of holiday pay.

All extra pay (overtime, field trips, etc.) shall be received on the paycheck covering the pay period in which work is performed whenever possible.

### Section 3

Custodians performing services for groups in any school building during hours outside the custodians' normal working hours will be compensated for all hours worked (overtime if applicable) for said groups. The work shall include, but not limited to, setting up chairs for the area use, monitoring the activity, being available to said group, protecting the security and care of buildings, unlocking and securing the building, returning equipment to storage, closing down area, cleaning, and having the building ready for school. When there is an activity in a building that involves the use of the cooking equipment, a cafeteria employee shall be on duty and shall be compensated in accordance with applicable provisions of the negotiated agreement.

## ARTICLE 17

### CALAMITY DAYS

#### Section 1

- 1) In the event that the School District is closed or delayed due to an emergency, bad weather conditions, or other public calamity, employees shall suffer no loss of pay.
- 2) When school is closed or delayed, notification of same shall be sent out and disseminated by radio and other means.
- 3) On those occasions when a School or all Schools are closed, employees who are requested to report to work on any day declared a Public Calamity shall be paid at the rate of two (2) times their regular hourly rate, inclusive of the Calamity Day pay.
- 4) In the event it becomes necessary to close school after an employee shift has begun. The bargaining unit employee will be paid one and one-half (1 .) their regular rate of pay for all hours worked. Bus Drivers shift begins fifteen (15) minutes prior to the start time of their route.

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5) Any employee who has requested a Personal Leave Day, Sick Leave, or Vacation shall not be charged for that day if it occurs on a Calamity Day.

ARTICLE 18

EXTRA CURRICULAR TRIPS/FIELD TRIPS

Section 1

Unknown

Field Code Changed

Unknown

Field Code Changed

All extra curricular trips/field trips will be posted each Tuesday, when possible, and left on the board until Friday 9:30 for the following week. The only exception will be trips that occur during the winter and spring breaks, these trips may be posted up to three (3) weeks before the winter and spring breaks. Extra curricular trips/field trips shall be awarded on a seniority and rotating basis. The most senior drivers in rotation may select trips as long as the selection does not result in overtime, unless the employer approves overtime. Trips that come in after the Tuesday posting will be posted immediately upon receipt. Trips that are received after the Friday trip award shall be awarded under a "Short Notice" rotating Seniority List.

Section 2

Drivers of extra curricular/field trips shall be paid a minimum of two (2) hours at regular hourly driving rate on all field trips. Waiting time shall be paid at \$11.75 per hour. Bus Drivers shall be paid an additional .2 (point two) of an hour (12 min.) for pre-tripping a different bus than their own for field trip use, providing the driver is not in pay status when this occurs.

Section 3

Cancellation of a field trip with no advance notice shall result in the scheduled driver being paid two hours at their regular rate of pay.

Section 4

Bus drivers may only miss their regular bus route twice during the school year for the purpose of driving a field trip.

Section 5

Emergency trips (defined as those that the transportation department has less than two (2) hours to fill, or has to fill over the weekend) will be filled with the first available driver.

If a field trip is canceled and rescheduled, it will be given to the driver who was awarded the trip originally. If it is rescheduled after two weeks, it will be reposted. If a mistake is made in filling a field trip, it will be corrected by offering said driver a trip of equal value on the next posting and must be agreed by both parties.

Section 6 – Overnight Trips with School Vehicles

1) Overnight trips will be posted according to Section 1 of this Article. There will be a separate list for Overnight trips. Overnight trips shall be offered in rotation by seniority. Expense money, with receipts will be reimbursed within two (2) weeks of submission to the Treasurer's Office. All drivers will be eligible for overnight trips regardless of the number of hours

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worked.

2) The driver will be paid at their regular rate of pay for a minimum of eight (8) hours per day he/she is gone on the trip. These hours would exclude the time between the last call on the driver and vehicle at the end of the day, to the first call on services the next day.

3) The driver shall be reimbursed for lodging and meal expenses under the same conditions as the teacher acting as leader or chaperone of the trip. The driver to be lodged at the same establishment as the group of students he/she is transporting. Driver shall not stay in the same room as any of the students, coaches, or chaperones.

### Section 7

Summer trip list will be by seniority rotation. There shall be a summer trip list for those drivers interested in summer field/extra-curricular trips. The Administration shall engage in reasonable efforts to award trips on a rotating seniority basis. Drivers will have twenty-four (24) hours to respond to a request of interest in accepting summer trips.

### Section 8

Drivers shall be provided thirty (30) minutes pre-trip for any trip on a Saturday, Sunday, or non-school day.

## ARTICLE 19

### TRANSPORTATION

#### Section 1 – Route Times

Your established route time starts at the time you are assigned to leave the bus compound until you arrive back at the end of your assigned route. This is for the a.m. and the p.m. routes.

Mid-day routes will be established at a minimum of one (1) hour a.m. and one (1) hour p.m.

Bus drivers will be given thirty (30) minutes beyond their established route time for pre-tripping their bus; fueling, sweeping and cleaning and washing their bus, and paperwork.

#### Section 2

Unknown

#### Field Code Changed

The thirty (30) minutes of compensation paid to the drivers daily shall include compensation for the bus Driver's paperwork and recordkeeping requirements. Drivers shall be paid an additional .2 (point two) of an hour (12 min.) for pre-tripping a different bus than their own when driving a route, providing the driver is not in pay status when this occurs.

#### Section 3

If, after the start of the school year, a driver's route requires more time than the assigned time on the route, as verified by the Transportation Supervisor, the driver's pay will be adjusted to reflect the increase. If a driver's route increases by more than thirty (30) minutes after the start of the school year, the Administration shall engage in a limited bidding procedure which shall allow for seniority bumping rights.

If, after the start of the school year, the Transportation Supervisor reduces a

driver's route by less than thirty (30) minutes, the driver shall continue to receive the assigned amount of compensation.

If, prior to the start of school or after the start of the school year, the Transportation Supervisor reduces the driver's route by more than thirty (30) minutes, the employer shall have the option of continuing the amount of compensation or require the driver to bump a less senior driver. A driver may choose to continue with the route with the reduction in pay. The driver that was bumped shall have the right to bump a less senior driver, and bumping shall occur until all available routes are filled.

A driver who transfers to a different route during the school year shall have five (5) work days to evaluate the driver's desire to remain on the route. A Driver, after completion of five (5) work days in the new route, shall either provide written notice of his/her desire to return to their original route or will become permanently assigned to the new route position.

#### Section 4

The Transportation Supervisor or Administrative designee shall be the one to verify any route change times.

#### Section 5 – Late Start Days

Scheduled late start days will receive monetary compensation at their regular rate of pay for times beyond established route times. However, drivers may be required to report to work and directed to perform driver related duties. If drivers are required to report, then all must report.

#### Section 6

Drivers will be compensated at their regular rate of pay for a minimum of four (4) hours plus thirty (30) minutes pre-trip on a scheduled work day when any of the schools to which they would be regularly assigned are not in session. This will not apply to drivers whose regular routes are less than four (4) hours per day. Drivers with less than four (4) hours scheduled per day will receive their regular rate of pay. If for any reason a driver would not be needed because of an a.m. or p.m. Kindergarten field trip/extra curricular trip, that driver shall not experience a loss of pay, but may be utilized to fill in for absent drivers. Kindergarten drivers will not be given first choice on Kindergarten field trips/extra curricular trips, these trips will be filled in regular rotation.

A driver may be required to remain at work for a minimum of four (4) hours on days when the driver receives compensation under this section.

Employees with a past history of not driving non-district scheduled routes when Little Miami Schools are not in session may be disciplined in accordance with Article 7 for non-performance of duties.

#### Section 7

Standby Driver defined: A Standby Driver is an unassigned bus driver whose primary duty is to drive. This driver fills in for other drivers who are not present. A Standby Driver position is considered similar to a route, in that the position itself will be bid upon and awarded like that of a route vacancy.

#### Section 8

A Van Driver position shall be considered as a separate classification. The Van Driver shall be paid at the Custodial rate of pay (same schedule/Van Drivers).

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Van driving positions shall be posted and bid on by qualifications and seniority. For the purpose of layoff and recall, a Bus Driver will be able to displace (bump) a Van Driver. A Van Driver can not bump into the Bus Driver classification – a Van Driver may exercise any other right under Article 13 – Layoff/Recall. If a van is used for an extra-curricular trip/Field Trip, the guidelines of Article 18 shall apply.

### ARTICLE 20

#### EMPLOYEE USE OF VEHICLE

Employees requested to run errands for the Board of Education will either be supplied with a vehicle or paid mileage at the current I.R.S. rate. Employees driving less than one mile per day shall be paid annually.

Unknown

Field Code Changed

### ARTICLE 21

#### PROMOTIONS AND TRANSFERS

##### Section 1

When the Employer determines a vacancy exists, which is defined as a new position or a current position vacated by a transfer, retirement, death, resignation, non-renewal or termination of an employee which the board decides to fill, the bidding procedures as described herein shall apply to give incumbent employees first consideration when filling said vacancies.

##### Section 2

When a vacancy has been determined to exist in the bargaining unit, as defined above, the Employer shall post a notice within ten (10) days of the vacancy occurring indicating the opening. The President of Local 516 shall receive a copy of postings. The posted vacancy shall describe the shift, hours and location of the vacancy and how to obtain that position's job description and any additional information for the vacant position. The position vacancy shall remain posted for a period of seven (7) calendar days of the Board shall notify each employee at least seven (7) days prior to the close of the posting. Employees seeking the vacancy will submit written notification of their desire to the person indicated on the posting, not later than the ending of the posting period of the vacancy. All vacancies will be filled within 40 days of the vacancy occurring.

Established jobs won't split from one to two or more positions. If a vacancy is not filled within the classification, the employer may advertise outside the classification.

##### Section 3

In considering an individual for an established vacancy or lateral transfer, the employer shall consider the candidate with the best quality and the most seniority. In addition, an employee may not request a transfer until the probationary period has been served.

Employees will be allowed to hold positions in more than one classification as long as their total regularly scheduled weekly hours will not exceed forty (40).

Employees will not be allowed to bid on jobs that would put them into overtime. If a position is increased in hours putting the employee into overtime, they will be required to give up one of their positions. At this time, the employee may

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exercise their rights under Article 13 of this Agreement.

### Section 4

Employees presently holding a position in a similar classification as that posted will be permitted to bid on same for lateral transfer. The senior employee within the classification bidding on the position will be awarded that position if most qualified.

If a position is not filled within the classification, an applicant who applies for the position and who is most qualified for the position as determined by skills, aptitude, education, experience, physical fitness, training, efficiency, and performance shall be awarded the position. Seniority shall be the determining factor in filling the vacancy when the before-mentioned factors are relatively equal in the opinion of the employer. In any event, the employer shall always select the most qualified candidate. Any current employee of the Board bidding for a vacancy in which the employee is qualified shall be entitled to a second interview.

### Section 5

An employee changing positions within a classification shall remain at his/her current step on the pay schedule for that classification. A person moving outside his or her classification shall begin at step 0 unless placed by the employer at a step no higher than step 5 of the respective pay scale.

### Section 6

The employer may create new classifications or positions within classifications. However, it is agreed that the pay scale for any new classification will be negotiated between the Board of Education and OAPSE Local 516.

If the superintendent feels that it is in the best interest of the district, he may designate within a classification a "head" or "chief" position. This position shall be designated solely on merit. Although seniority will be considered, it shall not be the determining factor.

### Section 7

The employer has the right to employ temporary assistance through all classifications based upon qualifications regardless of seniority. The Board of Education is not bound by the terms of this agreement as employers of temporary employees who are members of the bargaining unit. However, the employer agrees to make every effort to offer this temporary work to existing bargaining unit members throughout all classifications before hiring from outside the system.

### Section 8

When a position is increased in time to a level in which full-time benefits become available, the position will be reposted in accordance with the provisions of the collective bargaining agreement.

### Section 9

Anniversary dates for the purpose of movement on the salary schedule and for determining vacations shall be as follows:

- A. Effective July 1, 2004, the anniversary date for all current employees will be July 1st annually.
- B. Effective September 1, 2004, all new hires hired after January 1st in any

given year shall have their anniversary date on July 1st of the following calendar year.

Section 10

For the purpose of Promotions and Transfers, the positions of Secretary I, Secretary II, and Secretary III shall be considered separate classifications. For Example, in the event a Secretary II desires to bid on a Secretary III position, the employee holding the Secretary II position will be considered to hold a "separate classification" as set forth in Section 4 of this Article. Therefore, the most senior employee who applies for the position, and is the most qualified for the position, as determined by the Superintendent or his/her designee, shall be awarded the position. Those secretaries bidding on postings in their same classification shall receive the position based upon seniority in that classification (i.e., Class III to Class III, most senior to be awarded position).

Special education aide positions shall not be subject to the requirements set forth in Section 4 of this Article. Vacancies in special education aide positions shall be filled based on the needs of the District and the student(s). Decisions on filing these vacancies shall not be arbitrary or capricious.

ARTICLE 22

LABOR MANAGEMENT MEETINGS

Section 1

The Employer agrees that no more than two (2) non-employee representatives of the Association shall be admitted to the Employer's premises during working hours. Any Association representative visiting a school building shall check through the office in said building upon their entrance thereto. Such visitations shall be for the purpose of fulfilling those duties of such representatives authorized by the grievance procedure of Article V. The Association agrees that such activities shall not interfere with the normal duties of the employees. The employer reserves the right to designate a meeting place where operational requirements do not permit unlimited access to the work location. Every effort will be made to schedule such visitation during working hours.

Section 2

Quarterly, unless more often upon mutual agreement, at a mutually agreed upon time and place, the Superintendent and/or his designated representatives will meet with local Association representatives (not to exceed five (5) employee representatives) and duly accredited non-employee representatives (not to exceed two (2) non-employee representatives). Such meetings shall be held only upon personal receipt by the Superintendent or the top Association local employee representative, at least seven (7) calendar days in advance, of a request from the other party for such a meeting.

The purpose of such meeting shall be to:

- a) Discuss the administration of this Agreement.
- b) Discuss the grievances which have not been processed beyond the two initial steps of the grievance procedure, when such discussions are mutually agreed to by the parties; such discussion will be terminated upon either party's request.

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### Section 3

Duly elected Association delegates or alternates to the annual conventions of the Association or duly elected State Executive Board members who are in the bargaining unit, shall be granted time off with pay for the purpose of participating in such conventions and scheduled Executive Board meetings, but such time off shall not exceed three (3) working days for each above-mentioned function. Not more than one (1) employee per classification shall be permitted time off for the purpose of this section. The president and any employee from any classification upon proper notification will be released.

The Association shall give the Employer at least fifteen (15) calendar days' advance written notice of the employees who will be attending such conventions and meetings as herein provided. A maximum of six (6) days per year total for all employees shall be granted for the purpose stated herein.

### Section 4

All new hires shall receive a copy of the Collective Bargaining Agreement during their initial orientation.

## ARTICLE 23

### APPLICATION AND INTERPRETATION OF WORK RULES, POLICIES AND DIRECTIVES

#### Section 1

Work rules as defined in this Section shall be those written policies, procedures, and directive which regulate conduct of employees in the performance of the Employer's services and programs. The Association and its members waive none of their rights to challenge the reasonableness and/or interpretation of any work rules and do not necessarily admit knowledge of any unwritten work rules as defined herein.

The Association will be supplied with the current Board Policy and updated as policies are adjusted. The 516 President will receive copies of all Board agendas, minutes, and attachments.

The employer reserves the right to develop new or to modify existing job descriptions. When doing so, the employer or its designee will consult with those employees directly impacted by the change. Copies of new or modified job descriptions will be given to those employees affected by the change.

#### Section 2

The Association recognizes that the Employer, in order to carry out its statutory mandates and goals, has the unilateral right to promulgate reasonable work rules.

It is specifically agreed that the Board also has all management rights set forth in Section 4117.08 of the Ohio Revised Code.

A. Determine matters of inherent managerial policy as provided in the Ohio Revised Code which include, but are not limited to, areas of discretion of policy as functions and programs of the Board, standards of school activities, its overall budget, utilization of technology, and the school district organizational structure;

B. Direct, supervise, evaluate or hire employees;

C. Maintain and improve the efficiency and effectiveness of Board



operations;

D. Determine the overall methods, process, means and personnel by which School District operations are to be conducted;

E. Discipline, non-renew, demote, terminate for just cause, layoff, recall, transfer, assign, schedule, promote or retain employees’;

F. Determine the adequacy of the work force;

G. Determine the overall mission of the School District;

H. Effectively manage the work force in all aspects;

I. Take action to carry out the mission of the School District;

J. Make the rules and regulations by which the students and employees of the Board will be governed.

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

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

Negotiations shall commence and be completed within twenty (20) working days, or within the time frame mutually agreed to by the parties, after the Board’s request to the Union to engage in good faith negotiations. Additionally, the negotiation’s teams shall consist of four (4) individuals and the OAPSE Field Representative and the Parties’ consultant.

In the event an agreement cannot be reached between the Board and the Union regarding the issue, the Board may implement its decision. However, the Union may, at its discretion, proceed to binding arbitration in accordance with Article 6 to appeal the Board’s exercise of its decision. In the event an Arbitrator should find that the Board’s implementation failed to follow the process set forth in this provision, is inconsistent with Article 23, Section 2, or is arbitrary, capricious, unreasonable, discriminating, or retaliatory, the arbitrator may find for the Union and return the parties to the status quo that existed prior to the Board’s implementation; with all other appropriate remedies.

### Section 3

The parties recognize that it is the philosophy of the Employer that, to the extent possible, employees will be put on notice of the conduct expected of them by the Employer and by their fellow workers. The parties further understand that it is in the interest of the Employer to protect the right and well being of all employees of the Employer, while not unduly restricting the individual rights of any employee. Therefore, the Employer will continue to promulgate certain work rules in an attempt to establish standards of personal conduct that must be maintained in order to protect every employee’s right to be treated with dignity and respect while effectively carrying out the Employer’s programs.

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### Section 4

The Employer agrees that, to the extent any work rules have been or will become reduced to writing, every member at each facility shall have access to them for the duration of this Agreement. Should any work rules conflict with law or with specific provisions of this Agreement, such rules shall be invalid to the extent of this conflict, unless mutual agreement is reached.

### Section 5

It is the Employer's intention that work rules, policies and directives are to be interpreted and applied uniformly to all employees under similar circumstances.

## ARTICLE 24

### BREAK TIME

#### Section 1

Eight hour employees shall be entitled to a half hour (1/2) lunch period.

If an eight (8) hour employee is required by the building administrator (Principal or Assistant Principal) to give up his/her lunch period due to conditions in the building which mandate that this take place, he/she will be given either: (a) a duty-free thirty (30) minute break during the day; or (b) an additional thirty (30) minutes of pay for the day, as determined by the building administrator.

#### Section 2

Eight (8) hour employees shall be given a fifteen (15) minute break during the first four (4) hours of work and fifteen (15) minute break during the second four (4) hours of work.

#### Section 3

Employees who work between five (5) and eight (8) consecutive hours daily shall be given two (2) fifteen (15) minute breaks each day, or one thirty (30) minute break (lunch period) daily.

#### Section 4

Employees who work between four (4) and five (5) consecutive hours daily shall be given one (1) fifteen (15) minute break per day.

#### Section 5

Employees who work less than four (4) hours daily shall not be entitled to a break time.

#### Section 6

Bus drivers shall not be entitled to break time as defined in this section.

#### Section 7

All lunch and break time as outlined in this section must be arranged at the mutual convenience of the employee and supervisor.

## ARTICLE 25

### EXCUSED ABSENCES WITHOUT PAY

#### Section 1

Under extenuating circumstances and with the prior approval of the Superintendent, employees may request up to two (2) consecutive working days of excused absence without pay.

#### Section 2

Such absences may not occur more frequently than one (1) time in any twelve (12) month period.

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### Section 3

Approval of such absences must be obtained at least four (4) weeks in advance of the requested absence, by the Superintendent.

## ARTICLE 26

### CALL-IN REPORTING PAY

#### Section 1 – Call-in Pay

Any employee who accepts a request by his/her appropriate supervisor to work or attend a meeting during hours outside their regularly scheduled straight time hours on the day in question, which hours will not abut their regularly scheduled shift hours on that day, will receive a minimum of two (2) hours pay at the applicable hourly rate.

#### Section 2 – Meeting Pay

Employees must indicate on weekly time sheets whether the meeting time is an extension of the regular work day or whether a time gap existed between the regular work day and the meeting time.

Employees attending meetings when such meetings occur at a time or place when the employee is not rescheduled for his or her regular work will be compensated at the regular rate of hourly pay.

## ARTICLE 27

### BUILDING REPRESENTATIVES

Local building representatives will be designated by the Association. The representatives will be determined in the following manner:

- a) At any school – a minimum of one (1) building representative per shift shall be designated. The Association shall notify the Employer in writing of the names of the representatives and their respective jurisdictional areas within five (5) calendar days of any such designation.
- b) Transportation employees – a minimum of two (2) building representatives will be designated. The Association shall notify the Employer in writing of the names of the building representatives and their respective jurisdictional areas within five (5) calendar days of any such designation.

## ARTICLE 28

### PAY SCHEDULES

#### Section 1

It is agreed that, during the life of this agreement, employees working second shift shall be paid twenty-five cents (\$.25) per hour additional wages for those regularly scheduled and employees working third shift will be paid thirty-five cents (\$.35) per hour additional wages for those regularly scheduled.

Shift differential pay shall be paid only when the employee actually works the shift regularly assigned on or is on sick leave or personal leave. It shall not be paid when the employee is vacation or extended shift change.

Base hourly rates of pay for all classifications shall be increased by:

Zero percent for the 2012/2013 and 2013/2014 years. (The 2013/2014 year shall be subject to a contract reopener on wages and insurance benefits.)

The salary schedule is set forth in Exhibit A to this Agreement.

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Effective July 1, 2012, secretaries shall receive stretch pay during each contract year.

### Section 2

If an employee performs work in another classification or position, the employee will receive their rate of pay or that rate of pay in the classification or position, at their applicable step, whichever rate is higher.

### Section 3 – Placement on the Salary Schedule

The superintendent may, in the exercise of his sole discretion, grant up to five (5) full years of service credit for salary placement purposes to any new employee based on the prior work experience of such employee performing the same or similar type of work as such employee will be performing in the Little Miami Schools.

### Section 4

There shall be a one thousand dollar (\$1,000.00) stipend paid to employees not receiving salary steps. This stipend shall be payable no later than September 30th.

Kitchen managers shall also be eligible for a stipend as follows:

Kitchen manager at Butlerville \$450.00 stipend

Kitchen manager at Maineville \$750.00 stipend

Kitchen manager stipends shall be paid to the employee in a lump sum at the last pay period of the contract year.

## ARTICLE 29

### BENEFITS

#### Section 1 – Life Insurance

All employees who are part of the bargaining unit shall be provided life insurance coverage in the amount of \$50,000; the premiums for which shall be fully paid by the Board of Education.

ewwortman 8/15/12 12:04 PM

Deleted: 2011-12 year

ewwortman 8/15/12 12:04 PM

Deleted: Employees will not advance on the salary schedule steps during the 2011-12 year.

Unknown

Field Code Changed

#### Section 2 – Hospital/Health Insurance

The Board of Education shall provide hospital/health insurance coverage through Anthem. This shall not preclude the Board of Education from seeking other vendors for insurances or developing or entering into a self-funded health insurance program offering equal or better benefits.

The Board of Education shall contribute one hundred percent (100%) towards the premium of the plan as follows:

For employees who work more than three and one-half (3 .) hours per day:

#### HSA/HDHP

Family: \$3000 - Board will pay 90% of the premium and make a \$2000 yearly contribution; \$1000 January 1 and \$1000 July 1 each year.

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Single: \$1500 - Board will pay 90% of the premium and make a \$1,100 yearly contribution; \$550 January 1 and \$550 July 1 each year.

For employees who work three and one-half (3 .) hours or less per day:

### HSA/HDHP

The Board will pay 50% for single or family coverage for employees who work three and one-half hours per day or less, the employee will pay 50% of the premium and the Board will fund the HSA/HDHP at 50%.

A Hardship Fund for those employees that may need assistance paying medical bills will be provided by the Board.

Employees' share of the monthly premium shall be deducted from their appropriate number of pays to cover 12 months of coverage.

### Section 3 – Dental Insurance

The Board of Education shall pay 95% of the current dental insurance plan premium for employees who work more than three and one-half hours per day.

The Board of Education shall pay 50% of the current dental insurance plan premium for employees who work three and one-half hours or less per day.

### Section 4 – Vision Insurance

Effective October 1, 2004, the employer shall contribute \$16.25 per month to the plan for each employee who is covered by this agreement for the purpose of providing the "Vision III" benefit offered by the AFSCME Care Plan. The employee will be responsible for 50% of this cost, per month, should the employee elect this Vision III coverage.

### Section 5 – Children of School Employees

A. Employees who are not residents of the Little Miami Local School District who wish their children to attend the Little Miami Schools shall upon written request to the Superintendent of Schools, prior to August 1 of any year, be permitted to enroll their children in the Little Miami School District without the payment of tuition.

Permission to enroll students pursuant to this section shall be contingent upon stated capacity limits by grade level, school building, and educational programs.

B. After the conclusion of the 2000-01 school year, this provision will expire and any employee who does not already have a child enrolled in the schools or has not had a child enrolled in the Little Miami Schools, shall not be entitled to this right.

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

### Section 6 – CDL License

Drivers shall be reimbursed 100% of the cost of the renewal of the Commercial Drivers License. Upon renewal, the driver will present the license and receipt of payment. The driver will then be reimbursed. All bus drivers will be paid for all hours worked for recertification.

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### ARTICLE 30

#### ASSOCIATION MATERIALS

All Association related materials intended for distribution or display in any property under the management of the Board of Education must be approved and signed by an appropriate Association official before posting or distribution. Additionally, copies of said materials shall be submitted to the building principal or supervisor, whichever is appropriate, prior to posting or distribution.

### ARTICLE 31

#### VIDEO CAMERAS

Drivers will be allowed to view the tapes to identify students responsible for disruptive behavior. Equipment to do this is available at the garage. The video cameras and tapes are intended for and will not be used to monitor and/or evaluate the job performance of drivers or aides, however, video cameras and tapes may be utilized as evidence by the employer in disciplinary proceedings.

A driver has the right to view the tape with a Union representative in the event a tape is being utilized as evidence against a driver for discipline purposes.

### ARTICLE 32

#### FIRST AID COURSE

All bus drivers shall obtain a certificate as to completion of "Red Cross First Aid Course" within a one year period. Local Board of Education will arrange the class at no cost to the bus driver. Such class will be held outside of assigned work hours.

### ARTICLE 33

#### HOLIDAYS

##### Section 1

The following days shall be recognized as paid holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Day following Thanksgiving Day, Christmas Day if they fall within the employee's work year.

##### Section 2

Holidays falling on a Saturday shall be celebrated on the preceding Friday, and holidays falling on a Sunday shall be celebrated on the following Monday.

##### Section 3

Employees shall be paid for nine (9) holidays if they fall within the employees work schedule. To be paid for the holiday, the employee must work the entire last regularly scheduled work day before the holiday and the entire first regularly scheduled work day after the holiday. The superintendent may authorize the payment of holiday pay to an employee who has been hospitalized or qualifies for any other deserving exemption. If an employee is hurt at work and is on sick leave as per a doctor's excuse, the employee will be paid for the holiday. If an employee requests, and is granted a day without pay for the day before or after a holiday, that employee will not be eligible for holiday pay.

##### Section 4

When Christmas Eve and New Year's Eve fall on a regularly scheduled work day

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for twelve month employees, those employees will be required to work for a four hour period. This four hour period will be scheduled by the superintendent. The additional four hours that make up the eight hour day will be granted as time off by the superintendent provided sufficient progress is made on work projects established by the employee's immediate supervisor.

### ARTICLE 34

#### VACATIONS

##### Section 1

Only twelve (12) month employees shall receive vacation leave. Vacation leave shall be based on the following schedule:

##### YEARS OF SERVICE # OF WEEKS PER YEAR

After One Year Two Weeks

After Eight Years Three Weeks

After Seventeen Years Four Weeks

After Twenty-Four Years Five Weeks

A. Members may carry over up to five (5) days vacation from one period to another.

B. Members may use or be compensated for leave accrued in the year of retirement earned after their anniversary date of hire.

##### Section 2

Vacation pay shall be paid at the employee's regular straight time rate, exclusive of all premiums and differential pay. All employees' Anniversary date for the purpose of this article shall be July 1 of each year.

##### Section 3

Twelve month employees may take vacation at Easter and Christmas Break with thirty (30) days advanced request. No more than one person per classification per building may take vacation at these times. The most senior employee will have the option first. OAPSE Local 516 will keep a rotation list of vacations used at these times and a copy of the list will be provided to the superintendent or designee.

##### Section 4

Good Friday may be granted as a day without pay within seven (7) days prior notice.

### ARTICLE 35

#### SERS CONTRIBUTION

##### Section 1

The Little Miami board of Education agrees to pick up the retirement contribution required to be made by classified employees to the School Employee's Retirement System and that such amount contributed by the Board on behalf of these employees shall be treated as a mandatory salary/wage reduction from the contract salary/wage otherwise payable to the employees.

### ARTICLE 36

#### LENGTH OF AGREEMENT

This contract constitutes the entire and complete Agreement between the two parties. All prior contracts and agreements are hereby declared null and void. The terms of this Agreement shall be for a period of one (1) year, beginning July

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1, 2012 and ending on June 30, 2014.

There shall be a reopener on wages and insurance benefits for the 2013/2014 school year.

If through the negotiating process both parties reach impasse, the Federal Mediators Conciliatory Service will be invoked to help both parties.

The duration date set for this section will be amended to coincide with the date set forth in the written notice provided as provided for in Section 4117.14(D) (2), Revised Code. Only those items which are at issue will be matters of discussion to resolve any work stoppage which might take place.

Any successor agreement reached after impasse procedures have been completed shall consist of all previously negotiated language which was not subject to the provisions of this section.

AGREEMENT BETWEEN

THE LITTLE MIAMI LOCAL SCHOOL BOARD OF EDUCATION  
AND

OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES  
AND ITS LOCAL 516

July 1, 2012 through June 30, 2014

FOR THE BOARD OF EDUCATION FOR OAPSE LOCAL 516

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Board President President, OAPSE Local 516

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Treasurer Negotiating Team Member

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Superintendent Negotiating Team Member

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Negotiating Team Member

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Negotiating Team Member

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Field Representative

ROLL CALL VOTE

Mrs. Grice	Yes
Mr. Cremeans	Yes
Mrs. Black	Yes
Ms. Journeay	Yes
Mr. Haas	Abstain

MOTION CARRIED

Resolution 12-144 Bus Memorandum with OAPSE Local 516

Mr. Cremeans moved and Mrs. Black seconded a motion to approve the memorandum of understanding with OAPSE Local 516 regarding the one-time bidding for this year's bus routes.

ROLL CALL VOTE



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Mr. Cremeans	Yes
Mrs. Black	Yes
Ms. Journey	Yes
Mr. Haas	Yes
Mrs. Grice	Yes

MOTION CARRIED

Resolution 12-145 Exempted Employee Handbook

Mrs. Grice moved and Ms. Journey seconded a motion to adopt the revised Exempted Employee Handbook as submitted.

LITTLE MIAMI LOCAL SCHOOLS

EXEMPTED EMPLOYEE HANDBOOK



FISCAL YEAR

2013

Board Adopted – [August 21, 2012](#)

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**Discrimination Prohibited** – No person in the Little Miami Local School District, shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefit of, or be subjected to discrimination under any program or activity.  
Pam Coates, Title IX Coordinator, 5819 Morrow-Rossburg Rd., Morrow, Ohio, 45152 (513) 899-2264

**Definition of Exempted Employee**

“Exempted employee” refers to any employee in the school district who is not qualified (therefore exempt) to be a member of a collective bargaining unit (union/association.) The exempted employee is excluded either because he/she has supervisory responsibility for bargaining unit members or because he/she deals with confidential information regarding employees, official contracts and financial matters of the school district or as otherwise designated by the Board of Education.

The positions of the Superintendent and Treasurer are exempted positions as well. However, their contractual status is based on individual contracts as provided by the Ohio Revised Code.

This booklet is provided for the following exempted employees by title:

**\* Administrators**

Assistant Principals  
Athletic Director  
Building Principals  
Director of Administrative Services  
Director of Curriculum and Instruction  
[Director of Student Services](#)  
Director of Instructional Technology  
[Director of Support Operations](#)  
Special Education Director

**\* Supervisors & Coordinators**

Community Relations Coordinator  
EMIS Data Manager  
Food Service Supervisor  
Maintenance Supervisor  
[Preschool Supervisor](#)  
Transportation Supervisor  
Technology Coordinator

**\*\* Administrative & Support Staff**

Administrative Associates  
Assistant to Transportation Supervisor  
Computer Network Specialist  
Computer Technology Specialist  
Executive Office Associate  
Fiscal Staff  
Accountant/ Assistant Treasurer  
Licensed Practical Nurse (LPN)  
Alternative Education Support

\* Employed under ORC Section 3319.02

\*\* Under other titles

**Personal Leave**

Employees shall be entitled to a maximum of three (3) paid personal leave days per contract year, which may be used for legal, or business matters, family emergencies or special occasions.

It is discouraged for personal leave use to extend a vacation or holiday, for recreation or to accompany a friend or spouse on a trip. You may not use personal leave for other employment.

Requests for personal leave days, except in the case of an emergency, must be made in writing to the superintendent, or their designee, at least five (5) work days prior to the day being requested. Notice of approval or non-approval shall be made in writing as soon as possible. If the personal leave is denied, the employee will be notified as soon as possible.

After an employee has been in the District for three (3) consecutive school years, he/she may accumulate up to a maximum of five personal days by carrying over unused personal leave days from the previous contract year. When an employee has accumulated five personal days and has not used any personal leave during their work year, they may convert all of their accumulated personal leave to sick leave up to the maximum allowable. An employee cannot convert only a portion of the unused leave. Conversion of personal leave is automatically made effective July 1<sup>st</sup>. Written requests to rollover or maintain personal leave balances above the three-day maximum must be received by the payroll manager by the last pay date in June.

**Sick Leave**

**Definitions**

Immediate Family – father, mother, husband, wife, child, sister, brother, grandparents, permanent residents of the household and in-laws bearing any of these relationships.

- 1) Spouse, parents, parents-in-law, children, grandparents
- 2) Grandchildren, or any other persons, when the employee is the legal guardian.
- 3) Grandchildren, sisters, brothers, sisters-in-law, brothers-in-law, due to life-threatening illness or in the event of death.
- 4) Any other relative(s) living in the employee's household.
- 5) Aunt, uncle, niece, nephew, cousin in the event of death. Usage of sick leave shall be restricted to three (3) days for each event to attend to the funeral, etc.

Sick Leave Events – illness, injury, pregnancy or exposure to contagious diseases, which could be communicated to students and staff, death of immediate family member. Absence for events of other relatives other than immediate family members may be charged to Personal Leave.

**Procedures**

Each full-time employee is entitled to fifteen (15) days of Sick Leave per contract year, in accordance with ORC 3319.141, and will be credited at the rate of 1.25 days per month.

Sick Leave may be accumulated up to a maximum of 220 days.

Sick Leave accumulated while employed in another school district or Ohio governmental entity, may be credited up to the maximum allowable as addressed by ORC. Credit of out of state or other forms of sick leave balances are at the discretion of the superintendent and treasurer, as authorized by the Board of Education.

If an employee increases or decreases their hours per day, the days previously earned will be prorated to the new hours per day.

**Vacation**

All twelve-month (260 days) employees are entitled to vacations according to the following schedule:

One to five years .....	10 days
Six to ten years.....	15 days
Eleven years and beyond .....	20 days

Each employee with one year of service credit or more will receive vacation days, based on the above schedule, credited on July 1<sup>st</sup> of each year for SERS employees and August 1<sup>st</sup> for STRS. [Employees eligible for vacation days who start employment mid year, will have a prorated advancement of vacation days.](#)

Employees currently receiving twenty five (25) days of vacation are grandfathered for the duration of their employment.

Employees hired under ORC 3319.02 may have contract language that supercedes this section.

Vacations may be taken anytime with prior approval of the principal, supervisor or superintendent. Vacation days may be carried over into the next contract year or returned by the employee for buy-back at the employee's daily rate and number of days worked as follows:

<b><u>Days Eligible</u></b>	<b><u>Returned or Carry-over</u></b>
10 days	5
15 days	5
20 days	5
25 days	10

Employees are responsible for ensuring that the maximum accrual of leave is not exceeded without prior approval of the superintendent or their designee. Failure to stay below the maximum accrual will result in a loss of days in excess of the maximum compensation. SERS employees will use June 30<sup>th</sup> for the above determination. STRS employees will use July 31<sup>st</sup> for the above determination.

**Other Leave and Non-Work Days**

**Family and Medical Leave Act (FMLA)**

The Board provides leave to eligible employees consistent with the Family and Medical Leave Act (FMLA). Eligible employees are entitled up to twelve (12) work weeks of unpaid family and medical leave in any twelve-month period. The Board will continue to pay the Board's share of the employee's health benefits during the leave. In addition, the Board will restore the employee to the same or similar position upon the return of the employee from their absence, in accordance with Board Policy.

In complying with the FMLA, the Board adheres to the requirements of applicable Federal and Ohio laws.

**Jury Duty**

The Board will pay an employee the difference between the employee's compensation, including benefits, and the remuneration received by him/her for serving as a juror. The employee is responsible for timely and consistent communication with their supervisor throughout their duty with regards to their daily responsibilities. If they are not needed or released early, the employee is expected to make every effort to report to work for their normal duties during regular work hours.

**Calamity Days (need authority and clarity – nothing in place/past practice)**

Exempted employees are expected to work on days when Little Miami Local Schools is not in session due to weather conditions or other reasons which require a declaration of a calamity day, unless otherwise directed by the superintendent or their designee. Employees should use their best judgment in determining if conditions warrant not coming to work or delaying their workday. For inclement weather, an employee may report up to two and a half hours late to work, without being required to take leave. If an employee chooses not to report to work, they may use three quarter days of personal leave for each calamity day not worked. If personal leave is not available, the employee must use vacation days, unless their supervisor can justify sick leave.

**Holidays**

260-Day Employees are not required to work and will be paid for the twelve holidays (or 13 if is not in session on Columbus Day) or non-work days listed below which occur during their contract year or annual term of employment.

New Year's Day	Columbus Day (If school is not in session)
Martin Luther King, Jr. Day	Thanksgiving Day
President's Day	Day following Thanksgiving Day
Good Friday	Christmas Eve Day
Memorial Day	Christmas Day
Independence Day	New Years Eve Day
Labor Day	

**Non-Work Days**

Due to the rotation of the work week within a given year, certain years may have one (1) or two (2) non-work days in excess of the 260-day work year. Please refer to the calendars in the back of the handbook.

**INSURANCE & FRINGE BENEFITS:**

**Medical, Dental and Life Insurance**

Health, dental and life insurance provided exempted employees will be consistent with those provided the union employees of the LMTA and OAPSE for certified or classified status respectively. Exempted employees will be placed with whichever dental or vision group plan providing the greater benefit where permitted by the plan.

Insurance premiums paid by the Board for part-time employees, should they elect to participate in the particular insurance programs, will be pro-rated based upon hours worked. Employees must qualify with a minimum of twenty hours per week for the school year to be eligible for participation.

When the district employs both spouses full-time, only one family plan will be offered and the Board will pay 100% of the premiums.

Employees who do not elect coverage may elect coverage during open enrollment or if the employee experiences a qualifying event, as defined by the carrier.

The Board at the following rates for full-time employment pays premiums  
(Employees as of the effective date of this document continue at grandfathered rates.)

Vision 60%  
Dental 95%

**Health Insurance:**

In order to be eligible for health insurances, employees must work a minimum of 25 hours per week. For employees employed under ORC Section 3319.02, for Calendar Years 2010 – 2012 will receive the following:

- 90% board-paid premiums for High Deductible Health Plan
- Health Savings Account (HSA) contributions of \$2,000 paid evenly by quarter

For Exempted Employees not employed under ORC Section 3319.02, for Calendar Years 2010 – 2012 will receive the following:

- 90% board-paid premiums for High Deductible Health Plan
- Health Savings Account (HSA) contributions of \$1,000 for calendar years 2011 and 2012, paid evenly by quarter

**Retirement Pick-Up**

For employees employed under ORC Section 3319.02, the Board of Education will pick up the employee's portion of their retirement. For employees with membership in SERS, the Board of Education will pick up one third of the employee's retirement portion each year beginning July 1<sup>st</sup>, 2005 and one third each year thereafter. For new employees not employed under ORC 3319.02, the Board will not pick up employee's SERS retirement portion beginning on July 1, 2007. Exempted classified employees hired prior to January 1, 2007, will be grand-fathered and receive SERS pick up at one third intervals as defined in prior Exempted Employee Handbook guidelines and/or continue to



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receive the full pick up. Classified Board pick up of employee SERS contributions will remain at rates in place as of July 1, 2007.

For an employee beginning in their 25<sup>th</sup> year of service in SERS or STRS or attaining the age of Fifty (50), the Board will provide "pick up on the pick up."

### **Severance Pay**

Exempted employees will receive the following severance upon application for retirement from active service from their retirement system, qualifying permanent disability from their retirement systems or by death, payable to their designated beneficiaries or their estate:

The first ten (10) days of accumulated sick leave will be converted to severance pay. Additionally, 25% of unused sick leave from day eleven (11), shall be converted to severance at the employee's daily rate, based upon their number of days worked, with a maximum of sixty-two and a half (62.5) total of full-time equivalent (FTE) combined.

The district will withhold applicable taxes and applicable deductions from this distribution. This distribution will be deferred until the following January of the year of retirement. Payment for death or disability will be made as requested by the disabled employee or beneficiaries.

### **Mileage and Expense Reimbursement**

Mileage incurred in the course of conducting the district's business will be reimbursed at the current IRS rate. Reimbursement for meals while out of district will be reimbursed based upon current district policy. Accommodations and other modes of travel will be paid by the district directly and must be requested ahead of time and processed through the superintendent and treasurer, or their designees.

### **Professional Development**

The Board of Education will pay for appropriate seminars and workshops pertaining to the employee's position and with prior approval.

### **Professional Organizations**

The Board of Education will pay or reimburse employees employed under ORC Section 3319.02 for membership in local, state or national level professional organizations up to \$500 a year.

### **Non-Resident Employee Dependent Enrollment**

The Little Miami Board of Education does not currently support open enrollment for non-resident employees due to over-crowded conditions. When appropriate the Board may open enrollment to non-resident employees. Existing non-resident employees and existing resident employees' children will be grandfathered for the time being.

### **Contracts and Compensation**

Employees employed under ORC Section 3319.02 may be issued contracts when their current contract expires. The employee's contract, the Board approved placements on the enclosed salary schedules and benefits described in this handbook will constitute the full agreement between these employees and the Board of Education. For all other employees, this handbook will encompass all compensation and benefits. For all exempted employees, Board policy, District procedures and the Ohio Revised Code round out the parameters of their employment. All relevant local, state and federal laws supercede district policy, procedure and this handbook.

**Work Schedules and Over-Time**

Employee work hours may be assigned and scheduled by their supervisor to best serve the district. Alternative hours, when school is not in session, is authorized, provided the full work week is satisfied, otherwise leave must be used i.e. supervisors may permit a four-day, work week during the summer.

Employees not employed under ORC Section 3319.02 may report to work between 7:30AM and 9:00AM. The workday is eight (8) hours with an unpaid lunch. A half hour will be the standard lunch period however; employees may take up to an hour for lunch (unpaid) with prior authorization from their supervisor.

Compensatory time may be accumulated and expended with prior authorization by the supervisor, superintendent and treasurer or their designees. Accumulated time must be used within ninety days of being accumulated. A maximum of sixteen hours will be allowed at any one time. Compensatory time, which exceeds the maximum or the period, will be paid out to the employee at one and a half times their hourly rate without notice. Hours will not be restored once paid out. Supervisors are responsible for maintaining an accurate record of time accumulated and used.

**SALARY SCHEDULE APPENDIX "A"**

**Salary Schedules**

Step placements will be automatic for the contract period. Employee schedules are not always indicative of years of service. The Superintendent has authority to recommend placement to a different step on the salary schedule for employees, subject to approval by the Board. When an employee is at the top of their schedule the schedule step rate will be applied to the new contract year. The Treasurer will be responsible for creating and maintaining all Exempted Employee Schedules. Schedules will reflect cost of living increases equivalent to those as negotiated by the Little Miami Teachers' Association (LMTA) and the Ohio Association of Public School Employees (OAPSE Local 516) respectively. This compensation model will remain in place until superseded by subsequent Board action. The Superintendent or Treasurer may recommend to the Board to defer or cancel scheduled cost of living increases and/or step increases for individuals or groups as justified for reasons acceptable to them. Such changes will be subject to approval by the Board.

For FY2013, a \$2000 one-time stipend will be paid to any exempted staff member who has advanced to their maximum experience step.

- INSERT SALARY SCHEDULES

LITTLE MIAMI LOCAL SCHOOLS  
BOARD OFFICE STAFF

FY2013

1.000

Assistant to the Treasurer  
Executive Office Associate  
Payroll Manager

36,524

0	1.026	37,474		
1	1.056	38,569	2.92%	3.00%
2	1.086	39,665	2.84%	3.00%
3	1.116	40,761	2.76%	3.00%
4	1.146	41,857	2.69%	3.00%
5	1.176	42,952	2.62%	3.00%
6	1.211	44,231	2.98%	3.50%
7	1.251	45,692	3.30%	4.00%
8	1.291	47,152	3.20%	4.00%
9	1.351	49,344	4.65%	6.00%
10	1.411	51,535	4.44%	6.00%

Treasurer Staff  
Administrative Associate

36,524

0	1.000	36,524		
1	1.030	37,620	3.00%	
2	1.060	38,715	2.91%	
3	1.090	39,811	2.83%	
4	1.120	40,907	2.75%	
5	1.150	42,003	2.68%	
6	1.185	43,281	3.04%	
7	1.225	44,742	3.38%	
8	1.265	46,203	3.27%	
9	1.325	48,394	4.74%	
10	1.385	50,586	4.53%	

1.0194

**Accountant/  
Assistant Treasurer**

36,524

0	1.698	62,018
1	1.731	63,221
2	1.765	64,448
3	1.799	65,698
4	1.834	66,972
5	1.869	68,272
6	1.905	69,596
7	1.942	70,946
8	1.980	72,323
9	2.019	73,726
10	2.058	75,156

LITTLE MIAMI LOCAL SCHOOLS  
SUPERVISORS & SUPPORT STAFF

1,0194

1.00

FY2013

Maintenance Supervisor 260 Days	Technology Coordinator 210 Days	Network Manager 260 Days	Transportation Operations Manager 260 Days	EMIS Data Manager 210 Days	Director of Support Services 250 Days
1 56,730	1 48,383	1 50,553	1 44,802	1 45,220	1 67,892
2 57,831	2 49,332	2 51,544	2 45,671	2 46,097	2 69,209
3 58,952	3 50,289	3 52,544	3 46,557	3 46,992	3 70,552
4 60,096	4 51,264	4 53,553	4 47,460	4 47,903	4 71,920
5 61,262	5 52,259	5 54,602	5 48,381	5 48,833	5 73,316
6 62,451	6 53,273	6 55,652	6 49,320	6 49,780	6 74,738
7 63,662	7 54,306	7 56,741	7 50,277	7 50,746	7 76,188
8 64,897	8 55,360	8 57,842	8 51,252	8 51,730	8 77,666
9 66,156	9 56,434	9 58,964	9 52,246	9 52,734	9 79,173
10 67,440	10 57,529	10 60,108	10 53,260	10 53,757	10 80,709

Food Service Director Asst. Trans. Supervisor 210 Days	Community Relations Coordinator 260 Days	Transportation Router Computer Specialist 260 Days	Licensed Practical Nurse (LPN) 178 Days (Paid by the Hour)	Alternative Education Support 178 Days (Paid by the Hour)
1 43,856	1 44,633	1 38,110	1 20.00	1 12.15
2 44,707	2 45,489	2 38,849	2 20.39	2 12.39
3 45,574	3 46,352	3 39,603	3 20.78	3 12.63
4 46,458	4 47,218	4 40,371	4 21.16	4 12.87
5 47,360	5 48,089	5 41,155	5 21.60	5 13.12
6 48,278	6 48,934	6 41,955	6 22.01	6 13.38
7 49,215	7 50,087	7 42,765	7 22.45	7 13.63
8 50,170	8 51,059	8 43,596	8 22.88	8 13.90
9 51,143	9 52,049	9 44,442	9 23.33	9 14.17
10 52,135	10 53,059	10 45,304	10 23.76	10 14.44

\*\* At least one employee has a contract agreement that supercedes this rate - See FY'10 amounts prior to salary schedule indexes being changed in FY'11.

LITTLE MIAMI LOCAL SCHOOLS  
ADMINISTRATORS MASTERS

0.981		Masters		FY2013		185			
Base Salary		72,838				210			
						225			
						227			
High School Principal	227 Days	1.12	1.07	Elementary Principal/Director of Student Services	225 Days	1.00	Director Special Education Instructional Technology	227 Days	0.95
Index				Index			Index		
10	100,099	10	94,788	10	88,587	10	84,905		
9	98,197	9	92,987	9	86,904	9	83,292		
8	96,331	8	91,220	8	85,252	8	81,710		
7	94,501	7	89,487	7	83,633	7	80,157		
6	92,706	6	87,787	6	82,044	6	78,634		
5	90,944	5	86,119	5	80,485	5	77,140		
4	89,216	4	84,482	4	78,956	4	75,675		
3	87,521	3	82,877	3	77,455	3	74,237		
2	85,858	2	81,303	2	75,984	2	72,826		
1	84,227	1	79,758	1	74,540	1	71,443		**
High School Assistant Principal	225 Days	0.92	0.92	Elementary School Assistant Principal	210 Days	0.95	Athletic Director	225 Days	1.00
Index				Index			Index		
10	92,091	10	87,205	10	78,547	10	82,681		
9	90,341	9	85,548	9	77,055	9	81,110		
8	88,625	8	83,923	8	75,590	8	79,569		
7	86,941	7	82,328	7	74,154	7	78,057		
6	85,289	6	80,764	6	72,745	6	76,574		
5	83,669	5	79,229	5	71,363	5	75,119		
4	82,079	4	77,724	4	70,007	4	73,692		
3	80,519	3	76,247	3	68,677	3	72,292		
2	78,990	2	74,798	2	67,372	2	70,918		
*1	77,489	1	73,377	1	66,092	1	69,571		
*210 days									

\*\* - At least employee has a contract agreement that supercedes this rate

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LITTLE MIAMI LOCAL SCHOOLS  
ADMINISTRATORS MASTERS +20

185  
210  
225  
227

FY2013

Masters +20  
76,709

Base Salary

0.961

Index	High School Principal 227 Days	1.12	Junior High School Principal 225 Days	1.07	Elementary Principal/ Director of Student Services 225 Days	1.00	Director Special Education Instructional Technology 225 Days	0.95
10	108,167		102,428		10	95,727	10	90,941
9	106,112		100,482		9	93,908	9	89,213
8	104,056		98,573		8	92,124	8	87,518
7	102,118		96,700		7	90,374	7	85,855
6	100,178		94,863		6	88,657	6	84,224
5	98,275		93,060		5	86,972	5	82,624
4	96,407		91,292		4	85,320	4	81,054
3	94,576		89,558		3	83,699	3	79,514
2	92,779		87,856		2	82,108	2	78,003
1	91,016		86,187		1	80,548	1	76,521

Index	High School Assistant Principal 225 Days	0.92	Junior High School Assistant Principal 225 Days	0.92	Elementary School Assistant Principal 210 Days	0.95	Athletic Director 225 Days	1.00
10	99,514		94,234		10	84,878	10	80,345
9	97,523		92,443		9	83,265	9	78,648
8	95,768		90,687		8	81,683	8	78,000
7	93,949		88,964		7	80,131	7	76,349
6	92,164		87,274		6	78,609	6	74,746
5	90,413		85,615		5	77,115	5	73,174
4	88,695		83,989		4	75,650	4	71,632
3	87,010		82,393		3	74,213	3	70,119
2	85,356		80,827		2	72,803	2	68,634
1	83,735		79,292		1	71,419	1	67,178



**LITTLE MIAMI LOCAL SCHOOLS  
EXECUTIVE ADMINISTRATION**

185  
210  
227  
225  
222

Superintendent Comp

118,014

**FY2013**

0.981

Director  
Administrative Services  
227 Days  
Index 0.92

10	111,019
9	108,909
8	106,840
7	104,810
6	102,819
5	100,865
4	98,949
3	97,069
2	95,224
1	93,415

Director  
Curriculum & Instruction  
225 Days  
Index 0.92

10	110,040
9	107,950
8	105,899
7	103,886
6	101,913
5	99,976
4	98,077
3	96,213
2	94,385
1	92,592

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8/21/2012

ROLL CALL VOTE:

Mrs. Black	Yes
Ms. Journey	Yes
Mr. Haas	Yes
Mrs. Grice	Yes
Mr. Cremeans	Yes

MOTION CARRIED

Resolution 12-146 Superintendent's Agreement with Lebanon City Schools.

Ms. Journey moved and Mr. Haas seconded a motion to approve a superintendent's agreement for the release of two students to be permitted to attend Lebanon City Schools for the 2012-2013 school year due to extenuating circumstances.

ROLL CALL VOTE:

Ms. Journey	Yes
Mr. Haas	Yes
Mrs. Grice	Yes
Mr. Cremeans	Yes
Mrs. Black	Yes

MOTION CARRIED

Resolution 12-147 Designation of School Bus Stops for the 2012-2013 School Year

Mrs. Black moved and Mr. Cremeans seconded a motion to approve all school bus stops designated or relocated by the Director of Support Operations for the 2012-2013 school year.

ROLL CALL VOTE:

Mr. Haas	Yes
Mrs. Grice	Yes
Mr. Cremeans	Yes
Mrs. Black	Yes
Ms. Journey	Yes

MOTION CARRIED

Resolution 12-148 Book Lists

Ms. Journey moved and Mrs. Black seconded a motion to approve of the English Department book lists for the 2012-2013 school year as presented.

ROLL CALL VOTE:

Mrs. Grice	Yes
Mr. Cremeans	Yes
Mrs. Black	Yes
Ms. Journey	Yes
Mr. Haas	Yes

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8/21/2012

MOTION CARRIED

Resolution 12-149 Warren County Common Attendance Policy 2012-2013

Mr. Cremeans moved and Mrs. Journey seconded a motion to adopt the revised Warren County Attendance Policy for the 2012-2013 school year.

ROLL CALL VOTE:

Mr. Cremeans	Yes
Mrs. Black	Yes
Ms. Journey	Yes
Mr. Haas	Yes
Mrs. Grice	Yes

MOTION CARRIED

Resolution 12-150 Little Miami Intermediate School Student Handbook

Mrs. Black moved and Ms. Journey second a motion to approve the revised student handbook for grades 5 and 6 for the Little Miami Intermediate School for the 2012-2013 school year.

ROLL CALL VOTE:

Mrs. Black	Yes
Ms. Journey	Yes
Mr. Haas	Yes
Mrs. Grice	Yes
Mr. Cremeans	Yes

MOTION CARRIED

New Business

Mrs. Grice gave a report on the Warren County Career Center.

Community Comments on Non-Agenda Items

No one signed up.

Resolution 12-130 Adjourn

Mr. Cremeans moved and Ms. Journey seconded a motion to adjourn.

ROLL CALL VOTE:

Ms. Journey	Yes
Mr. Haas	Yes
Mrs. Grice	Yes
Mr. Cremeans	Yes
Mrs. Black	Yes

MOTION CARRIED

REGULAR SESSION  
8/21/2012

The Board adjourned at 8:04 p.m.

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Bobbie Grice, President

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Terry Gonda, Treasurer