MASTER CONTRACT

THE TROTWOOD-MADISON CITY
BOARD OF EDUCATION

and

THE TROTWOOD-MADISON
EDUCATION ASSOCIATION
PROFESSIONAL STAFF
SUPPORT STAFF

Effective July 1, 2025 through June 30, 2028

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ARTICLE 1: RECOGNITION AND REPRESENTATION

1.01 Recognition

The Trotwood-Madison Education Association, an affiliate of the Ohio and National Education Associations, hereinafter "Association," is recognized by the Trotwood-Madison City Schools Board of Education, hereinafter "Board," as the sole and exclusive bargaining agent for all full-time and part-time certificated and support staff employees, hereinafter "unit members," not excluded herein.

The excluded employees are:

A. All certificated employees who by law must hold an administrative or supervisory Ohio Department of Education certificate; or

B. Supervisory employees who, by job description, are required and responsible to supervise and evaluate positions held by unit members; or

C. All employees in positions permanently assigned to the Board Central Office; or

D. Substitute employees otherwise serving in bargaining unit members' positions except for substitute teachers who are placed in a position for the remainder of the school year and have served sixty (60) or more consecutive workdays in the same assignment.

1.02 Representation

An employee shall have the right to representation at any employer or employee-initiated meeting that may reasonably appear to jeopardize job security; and/or may reasonably relate to disciplinary action against the employee.

1.03 Non-bargaining Unit Positions:

Superintendent
Assistant Superintendent
Director
Administrative Assistant
Secretary (at Central Office)
Treasurer/Treasurer's Office Staff
School Attendance Specialist
Psychologist
Intern
Network Administrator
Lead Guidance Counselor
Supervisor
Assistant Supervisor
Foreman
Manager
Principal
Assistant Principal
Athletic Director
District Nurse
Special Education Supervisor
Coordinator

ARTICLE 2: BOARD RIGHTS

The Board, by mutual agreement with the Association, commits itself to such Association recognition and other conditions of employment as incorporated in the Agreement; and the Board, on behalf of the electors of the District, retains and reserves unto itself the ultimate responsibilities for proper management of the school district conferred upon and vested in it by the Revised Code of Ohio and Constitution of the State of Ohio and the United States, including the responsibility for and the right:

A. To maintain executive management and administrative control of the school system, and its properties and facilities, and the professional activities of its employees as related to the conduct of school affairs;

B. To hire all employees and, subject to the provision of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees;

C. To delegate authority through recognized administrative channels according to current Board policy; and

D. To determine job schedules, the hours of employment, and the duties, responsibilities and assignments of employees with respect thereto, and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the terms of this agreement and applicable state and federal laws.

ARTICLE 3: ASSOCIATION RIGHTS

In addition to rights and responsibilities the Association, as the recognized collective bargaining agent, has under Ohio law and SERB rules and regulations, in accordance with Board policy, the following rights:

A. Use of a designated bulletin board in each building for Association business.

B. Use of school facilities.

1. The Association and its building representatives may use individual school equipment including but not limited to computers, electronic mail systems, phone systems, duplicating equipment, calculating machines, and all types of audio-visual equipment, when such equipment is not otherwise being used.

2. Upon notification to the Superintendent, The Association may use the automated phone system to send a mutual message in collaboration with the Superintendent.

3. Upon notification to the Principal, Association use of a school building will be permitted provided:

    1. Request is made in advance and used per district policy.
    2. All equipment will be checked as to the condition by the Principal or Principal's designee and the Association Building Representative prior to and after the use of equipment. In the event of damage or breakage, the Association will be responsible to repair and/or replace (at pro-rated market value).
    3. Supplies used in conjunction with the equipment will be furnished or paid for by the Association.

C. Making of brief announcements at employee meetings and through the public address system.

1. Representatives of the Association may make announcements on the school building public address systems, before or after the student day, regarding meeting times and locations, and reminders of Association deadlines.
2. The Association building representatives may call meetings of Association members assigned to the building before or after the workday. The Association building representatives shall advise the principal of the meeting with 48 hours notice when possible.

D. Access to Board meeting agendas through district identified electronic media. (Example: Board Docs).

E. The Board shall provide the Association President with an advance copy of the agenda of each Board meeting through online posting to Board Docs (to include all attachments, documents, charts, presentations, financial reports, addendums, etc.) at least 48 hours prior to the Board meeting. In the event of an Emergency Meeting or Special Meeting, such agenda shall be provided by the Board to the Association President no later than twenty-four (24) hours prior to the Board meeting. Minutes of the Board meeting, as well as financial information and other items of public information that are submitted to the Board that are not uploaded to Board Docs shall be provided to the Association President as soon as practical. The Association will be provided a hard copy of the agenda and all attachments at the beginning of each scheduled board meeting. Should any changes be made to the Board agenda after the 48-hour period, the Board shall send correspondence via email to the Association President detailing the changes made and an explanation prior to the start of the Board Meeting.

F. Receipt, upon request, of all regularly and routinely prepared information relating to the district's financial condition.

G. Payroll deduction of Association dues, fees, assessments and political action committee contributions.

H. Time during the workday for organizational business meetings.

I. Use of the district's office equipment when not otherwise in use.

J. Use of district space for an Association office at the annual fee of one (1) dollar each year. The Association office will include space for 20 people with standard office furniture and technology access including a desk, 2 locking file cabinets, and a conference table with chairs. In the event that the Office is relocated, three sets of keys will be supplied to the Association President within 10 work days and will meet all the criteria referenced above. Should further needs arise or the items break, they will be replaced at the cost of the association.

K. Use of intra-school mail and email to send reminders the Association members for meeting, training, and events.

L. Release of support unit members serving as Association officers and representatives for monthly Association leadership meetings.

M. Board paid Association leave time, not to exceed a unit total of thirty (30) days per year. For Association leave not requiring a substitute, the Association President or designated representative will provide notice to the building principal or appropriate supervisor at least twenty-four (24) hours prior to use. The Association will reimburse the Board substitutes' salaries/wages, fringe benefits, if any, subject to ten (10) calendar days written notice to building principal or appropriate supervisor, and approval from the Association President or designated representative. If TMEA has unit members serving in state or national positions, it may use up to 10 additional association leave days provided it reimburses the Board for all costs including salary and fringe benefits of the employee taking the leave except sub pay. Additional days may be granted at the discretion of the Superintendent to any bargaining unit member.

N. Any bargaining unit member who is elected to a full-time position in the OEA/NEA or elected to any governmental position which requires the full-time presence of the bargaining unit member will be granted a leave of absence without pay.

O. The Association shall have the right to meet with the new employees and be a part of the New Hire Orientation as scheduled.

P. Names, positions, and building assignments of all new staff hired each month shall be provided to the Association monthly. Full staff rosters will be provided quarterly to TMEA as requested by the Association.

ARTICLE 4: NEGOTIATIONS

4.01 Duty to Bargain

A. The first meeting shall be at a mutually convenient time and should be within the thirty (30) days following service of notice of negotiation, but may not be later than seventy (70) calendar days prior to the expiration of the Agreement unless mutually agreed otherwise.

B. "Negotiations" shall mean good faith negotiations between the Board and the Association, with respect to wages, fringe benefits, hours, and working conditions.

C. "Good faith negotiations" means the mutual obligation of the Board and Association to meet at reasonable times and confer in good faith with respect to professional negotiations provided, however, that such obligation does not compel either party to agree to a proposal or require the making of a concession.

4.02 Protocol

The Board and the Association shall be represented at all negotiations by a team of negotiators not to exceed nine (9) members each. All negotiations shall be conducted exclusively between said teams.

4.03 Negotiation Teams

Each team shall be authorized to admit one (1) consultant or those resource people necessary to present its case. The consultant may interchange with members of the team as may be desired by each team.

4.04 Power and Authority

While no formal agreement shall be executed without ratification by the parties, and thereafter adoption by the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

4.05 Record of Proceedings

Items which are tentatively agreed to shall include the initials of both parties and the date of the tentative agreement.

4.06 Meetings

Until all negotiation meetings are completed, each meeting shall include a decision on an agreed time and place for the next subsequent meeting unless mutually agreed otherwise. The parties of this Agreement may mutually waive or change negotiating meeting order of business.

Meetings shall be limited up to three (3) hours unless mutually agreed to extend the time. Either party may call for a caucus at any time. Efforts shall be made to limit caucus sessions to a minimum of time.

4.07 Agreement

When a negotiated agreement is reached, it shall be reduced to writing and submitted for ratification to the Association and then to the Board for adoption. When adopted, it shall be signed by the respective presidents, spokespersons, and team members and shall be entered into the official minutes of the Board. Thereupon, the negotiated items shall supersede any conflicting Board policy or administrative regulation for the duration of the term of the negotiated items.

4.08 Settlement of Impasse – Alternative Dispute Resolution

A. Negotiations shall continue forty-five (45) days from the onset of negotiations or until the Association and Board declare that an impasse has been reached concerning unresolved proposals under negotiation.

B. If an impasse exists between the parties in their efforts to reach a new collective bargaining agreement, either party may seek and the other party will join in the effort, and send a joint request to the Federal Mediation and Conciliation Service or other mutually-agreed mediation service for assignment of a mediator to assist the parties in reaching an Agreement.

C. The parties agree to meet at the call of any mediator assigned. Upon the expiration of the contract after the parties have been at impasse for at least thirty (30) days and settlement has not been reached, the Association will have the option of exercising available rights outlined in O.R.C. 4117.14(D)(2).

D. Both parties agree that this mediation procedure is the final step in negotiations.

4.09 Amendments

This Agreement shall be subject to amendment or amendments by negotiations between the parties hereto. Any such amendment or amendments shall be reduced to writing, state the effective date of such amendment or amendments, and be executed by the parties in the same manner as this Agreement.

4.10 Bargaining History

If proposed language does not appear in the final settlement of any negotiations process, such proposed language shall be treated as having never been proposed, i.e., the parties desire that "bargaining history" not be a factor in the interpretation of this Agreement.

ARTICLE 5: GRIEVANCE PROCEDURE

5.01 Pre-Grievance

Prior to using the Official Grievance Procedure herein contained, the Association and employee(s) are encouraged to request a pre-grievance meeting with the appropriate Administrator in an attempt to resolve potential grievances in a prompt and efficient manner.

5.02 Grievance Procedure

Whenever the Association, a unit member or a group of unit members, hereinafter “grievant”, believes one or more provisions of this Agreement have been violated, misinterpreted and/or misapplied, the grievant may process a grievance subject to the following:

A. Step One: The grievant and/or grievant’s representative shall first discuss the alleged violation, misinterpretation and/or misapplication of provision(s) of the Agreement with the lowest level administrator/supervisor who would reasonably appear to have the authority to resolve the grievance.

   The Grievant and/or grievant’s representative shall present the grievance orally, and expressly identify it as a grievance, within thirty (30) working days after the grievant has knowledge or should have knowledge of the facts which give rise to the grievance.

   Number 1, above, notwithstanding, in the event a grievance is ongoing, e.g., alleged misplacement on the salary/wage schedule, relief, if granted, shall be limited to the working days immediately preceding initiation of the grievance and thereafter.

B. Step Two: If the grievance is not resolved to the satisfaction of the grievant, the grievant and/or grievant’s representative may, within ten (10) working days of the conclusion of Step One, submit the grievance in writing to the lowest level administrator/supervisor who would reasonably appear to have the authority to resolve the grievance. Grievances shall be submitted on the form included in Appendix E of this agreement.

The written grievance should identify the grievant; the alleged action that gave rise to the grievance in as complete a manner as appropriate; the directly related Agreement provisions; and the relief sought.

The parties pledge to freely and timely exchange information related to a grievance when such information is factual in nature and goes to the merit or purpose of the grievance or the action that gave rise to the grievance. This includes, but is not limited to the Association identifying unit members known to have an interest or claim to relief in TMEA group grievances; the Board identifying information known to relate to the action that gave rise to the grievance or which would indicate the authority under which the action was taken; and both parties disclosing known facts that strengthen or weaken the merits of the grievance.

There shall be a meeting between the grievant and/or the grievant's representative and the administrator/supervisor or designee to discuss the grievance within seven (7) working days of the filing of the written grievance only if one party or the other to the grievance requests such a meeting.

The administrator/supervisor or designee shall issue a written response to the grievance within seven (7) working days of its filing or the meeting, if any, whichever comes later, to the grievant and the grievant's representative.

C. Step Three: If, upon the receipt of the Step Two response, the grievance is not resolved to the satisfaction of the grievant or if no response is forthcoming within the time limit, the grievant and/or grievant's representative may appeal the written grievance to the Superintendent or designee within seven (7) working days of receiving the response or if no response was forthcoming, within seven (7) working days of when the response was due.

The grievant and/or grievant's representative shall meet with the Superintendent or designee within seven (7) working days following the appeal to Step Three unless all parties waive the right to a meeting. The Superintendent or designee shall issue a written response to the grievance within ten (10) working days of its filing or the meeting, if any, whichever comes later, to the grievant and the grievant's representative.

D. Step Four: If, upon the receipt of the Step Three response, the grievance is not resolved to the satisfaction of the grievant or if no response is forthcoming within the time limit, the grievant and/or grievant's representative may, with Association concurrence, appeal the written grievance to final and binding arbitration. The American Arbitration Association will be requested to provide the parties with a panel of arbitrators so that the parties may each strike the name of any unacceptable arbitrator(s) and indicate order of preference of the acceptable arbitrators by number. If no arbitrator is selected on the first

panel submitted, the American Arbitration Association will submit additional lists to the parties until an arbitrator is mutually selected. The parties will not be limited in the decision to strike arbitrator(s) from any panel to "cause only." However, the parties shall agree to a maximum of three (3) panels requested from AAA. In the event an arbitrator is not selected from the 3 panels, the parties reserve the right to mutually select an arbitrator not on any of the panels.

Such appeal shall be a written demand for arbitration filed by the Association with the American Arbitration Association within twenty-one (21) working days of the Association's receipt of the Step 3 response, or, if no Step 3 response was forthcoming, within twenty-one (21) working days of when such response was due.

The arbitration fees and costs will be split equally between the parties.

5.03 Other Provisions

A. Days set forth above shall be working days during the school year, except as follows:

1. The time limits set forth above shall be stayed during holiday recesses unless otherwise agreed to between the parties. (For purposes of calculating the time limits during summer recess, a "working day" shall mean the same thing as a calendar day for all employees.
2. Upon agreement between the parties, the time limits set forth above may be waived or extended.

B. Unit member(s) serving as grievant(s) and Association representative shall be granted paid arbitration leave on the days of arbitration.

1. Costs for substitutes for witnesses called by the Board will be paid by the Board.
2. Costs for substitutes for witnesses called by the Association will be paid by the Association.
3. Costs for substitutes for witnesses called by the arbitrator will be paid by the Board.

C. Unless contrary to law, the decision of the arbitrator shall be final and binding upon the Board of Education, the Association, and grievant(s). The arbitrator shall not have the power to ignore, add to, subtract from or modify the negotiated Agreement. An arbitrator's decision may not go beyond what is necessary for the interpretation or application of the negotiated Agreement, and the arbitrator may consider only the specific language of these policies. Only grievances as defined herein shall be subject to arbitration, and all issues of procedural arbitrability will be heard by the arbitrator in a hearing and award separate from a hearing to determine the substantive issues, or merits, of a grievance.

D. If a grievance appears to arise from the actions of an authority higher than the lowest level administrator/supervisor or is concerned with a system-wide policy, it may be submitted at Step III described herein.

E. When the grievant prevails, the grievance record and all associated documentation shall not be included in any personnel file and cannot be used for any future disciplinary action.

ARTICLE 6: PAYCHECKS AND PAYROLL DEDUCTION

6.01 Deductions

The Board shall provide at no cost to the unit member payroll deduction for the following purposes:

A. SERS/STRS;

B. Federal, State and Local Income Tax;

C. Board approved tax-sheltered annuities; one change per calendar year per IRS regulations;

D. Credit Union;

E. Medical and approved other insurance plans;

F. Life insurance, Disability insurance, Cancer insurance;

G. Association dues, fees and uniform assessments;

H. Annual association dues shall be deducted over twenty (20) consecutive pays. Members are responsible for the entirety of the annual dues should there be a separation of employment prior to the end of the contract year. Members hired after the start of the school year shall have their dues prorated in accordance with OEA guidelines.

I. The OEA Fund (One [1] dollar per pay minimum per unit member);

J. United Way One ([1] dollar per pay minimum per unit member); and

K. Association and/or District Scholarship Funds (One [1] dollar per pay minimum per unit member).

6.02 Direct Bank Deposit

The Board shall require that all employees are paid by direct bank deposit. The Board will allow employees to name a maximum of two banking institutions for direct deposit. A bargaining unit member's salary shall be paid by electronic

transfer to one institution: a bank, credit union, brokerage firm, or savings and loan institution of the bargaining unit member's choosing.

The Board shall provide paychecks/pay stubs/pay notices through an online secure employee kiosk.

The Board shall transfer association dues collected from members no later than five (5) working days after the deduction has been made. Each dues transfer will include a report to the Association Treasurer that includes the name of each member for whom the deduction was made and the amount deducted from the member's pay. Payroll deductions shall be made without cost to the employee of the Association.

6.03 Paycheck

Bargaining Unit members shall be paid in twenty-six (26) pay periods.

Beginning in 2023-2024, bargaining unit members will have the option to be paid twenty-one (21) pays (option 1) or twenty six (26) pays (option 2). Selection will be made and submitted to the Treasurer's Office, no later than June 1 of each year and cannot be changed until the completion of the fiscal year. A written change request to the Treasurer's Office will need to be completed by June 1.

ARTICLE 7: SALARY NOTICES, CONTRACT YEAR, AND WORK DAY

7.01 Salary Notice

The Board will provide every unit member with a written salary notice by July 1.

A. The written salary notice shall detail the unit member's name; the school district; length of the contract year, the annual salary or hourly wage.

B. Changes in this written salary notice shall either be made in accordance with the Agreement or per subsequent effects bargaining.

C. Changes in this written salary notice shall result in providing the unit member with a personnel action form reflecting such changes.

D. Each unit member shall receive at the time of employment; at the time changes in the salary/wage index schedule take effect, and at the beginning of each contract year, a copy of the existing salary/wage index schedules, and a written notice of his/her effective salary/wage rate then in effect.

7.02 Licensed Contract Year

Licensed staff unit members shall have a contract year of one hundred eighty-six (186) days starting with the first regular teacher day of the school calendar.

A. The length of the licensed staff unit member's work day shall not exceed seven and one-half ($7^1/_2$) hours as assigned by the Superintendent or designee. This seven and $^1/_2$ hours includes a $^1/_2$ hour duty free lunch.

B. In-service meetings will be announced at least two (2) weeks prior to the day of the given meeting. In-service shall include professional development, training and workshops. This timeline may be waived by mutual agreement or in emergency or unforeseen circumstances.

C. Open House shall be held from the first teacher work day up to the end of the first full week of school. Open House shall not exceed ninety (90) minutes in duration. Activities during Open House will be determined by the Building Leadership Team. The licensed staff unit members must attend the annual open house unless excused by the Principal.

D. Within each workday, licensed staff unit members will have one duty-free lunch period of no less than thirty (30) minutes. Licensed staff will be provided with a fair and equitable planning period of no less than forty (40) minutes four times per week scheduled within the student day. An additional forty-five (45) minutes shall be dedicated to staff professional development, team planning, and staff meetings. This 45 minutes of time may be a combination of time before or after the student day. This time may be directed by the building principal.

E. The Superintendent will meet with TMEA Officers to designate the two nights each semester of parent teacher conferences for each building prior to the start of the school year. These scheduled conference nights will be added to the District events calendar. Conferences may include a virtual option for families. If a teacher is absent on a conference night, the meeting shall be rescheduled for the following week. The teacher and the building principal shall mutually agree to the rescheduled date.

F. Conference release day will be scheduled on the Friday of the week of the parent conferences.

G. One record day on the last day of the first three grading periods will be provided. Record days shall be used for providing teachers with self-directed time for team planning, completing student records, classroom administrative paperwork, and completion of records. The building principal may schedule a meeting on this date not to exceed sixty (60) minutes in length.

H. On district-wide professional development days, the work hours for licensed staff shall be 8:00 AM – 3:30 PM.

I. Certified staff that write IEPs will be allotted four (4) intervention specialist days per academic year which will be devoted to the specific work of an

Intervention Specialist, including, but not limited to, holding IEP meetings, creating progress reports, grades, writing IEP, SDI (specially designed instruction), progress monitoring, and grade/behavior meetings. These days are in addition to time allotted during the contractual day. These days are to be scheduled with the approval of the building principal.

7.03 Educational Support Personnel (ESP) Contract Year

Except for support staff unit members filling positions after the beginning of a contract year, support staff unit members shall have a contract year of either ten (10) months (at least one hundred seventy-eight [178] days but less than two hundred [200] days); eleven (11) months (at least two hundred [200] days but less than two hundred twenty-six [226] days); or twelve (12) months (at least two hundred twenty-six [226] days).

A. Support staff unit members with ten (10) month or eleven (11) month contracts, shall have paid holidays for Labor Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas (except when Christmas falls on Thursday, the holiday will be the day after Christmas), Christmas Day, the day before New Year's Day (except when New Year's Day falls on Thursday, the holiday will be the day after New Year's Day), New Year's Day, Martin Luther King Day, and President's Day for a total of nine (9) paid holidays. Twelve (12) month support staff employees shall also have Memorial Day and Independence Day, for a total of eleven (11) paid holidays; and those support staff employees filling positions after the beginning of a contract year shall have such of the above paid holidays as fall during the time of their employment. Twelve (12) month support staff employees shall, at the Board option, have either Good Friday as a paid holiday or have one extra holiday per year to be treated as a vacation day. Eleven (11) and twelve (12) month employees shall receive Juneteenth off as an additional holiday.

   1. To receive holiday pay, the unit member must be on active pay status on the workday immediately preceding and immediately following the given holiday.
   2. Unit members required to work on a holiday shall receive their regular pay for the holiday. In addition to their regular pay, unit members will receive their hourly rate for hours worked on the holiday.
   3. When a designated holiday falls on a Saturday, the preceding day shall be observed as the holiday; when a designated holiday falls on a Sunday, the following day shall be observed as the holiday.

B. Support staff unit members shall receive a fifteen (15) minute paid break for each four (4) hours worked. Those support staff unit members working in excess of five and one-half (5 $^{1}/_{2}$) hours shall receive an unpaid lunch period of at least thirty (30) minutes reasonably scheduled at or near the middle of the work day. ESPs breaks and lunch times will be scheduled by the building principal/supervisor.

C. In cases where it is not essential that a unit member be at his/her work site, such unit member shall attend the given contract year's district-wide opening day staff meeting and shall be paid for such attendance.

D. Provision B, above, notwithstanding and in return for all bus drivers and transportation aides being guaranteed daily contracts of at least three and one-half (3 $^{1}/_{2}$) hours duration and full insurance entitlements, bus drivers and transportation aides shall not be guaranteed work breaks, although they may use natural breaks of up to fifteen minutes between route assignments as such.

E. On District wide professional development days, full time ESP staff will work 8:00a.m.- 3:30p.m. Exception: Custodial staff hours will be assigned based on operational needs. Hour adjustments will be communicated to custodial staff with 2 weeks notice. Part-time classified staff may be required to work a full 7.5-hour day on district wide professional development days.

7.04 Vacation

All classified full-time twelve-month employees shall accrue vacation as follows:

A. Upon effective date of employment, each employee shall accrue ten (10) vacation days per year pro-rated monthly.

B. After ten (10) years employment, fifteen (15) vacation days per year, prorated monthly.

C. After twenty (20) years employment, twenty (20) vacation days per year, prorated monthly.

D. Vacation accrual begins, starting with the date of hire.

Vacations shall be scheduled with and subject to the timely approval/disapproval of the given unit member's immediate supervisor. Vacation requests shall not be unreasonably denied. A unit member who feels that their vacation request was unreasonably denied may appeal this decision to the Superintendent. The Superintendent's decision is final. Unit members may carry no more than the maximum number of vacation days accrued the previous year from contract year to contract year. If a vacation request is denied, the Superintendent will authorize the carry-over of the denied vacation days into the next contract year.

7.05 School Calendar

The procedures for adopting the school calendar for the ensuing school year shall be as follows: By January 1 of each school year, the President of the Association and the Superintendent shall meet to develop two (2) to three (3)

proposed calendars that will be voted on by the staff for the ensuing school year. The most popular calendar shall be submitted to the Board for its consideration on or before the January organizational meeting.

7.06 New Staff Orientation

Staff new to the district shall receive an orientation to Trotwood-Madison City Schools prior to their first work day. The Association will be given time during the orientation program and the opportunity to confer with the Administration to make recommendations for the orientation agenda.

The Board shall provide all new staff members at the time of hiring or orientation with a packet containing Association membership information. It shall be the responsibility of the Association to print, assemble, deliver, and monitor the number of packets needed for distribution. There is no expectation for management to review or discuss the materials with the new staff members. All explanations and questions are the responsibility of the Association.

Each new employee shall receive from the Board a written copy of the current Negotiated Agreement at the time of hire or orientation. A copy of the current Negotiated Agreement is available for review by all current employees on the common drive. The Board is not responsible for supplying current employees a written copy.

7.07 Rehiring of Retired Personnel

The District may choose to hire/re-hire individuals who have previously retired under Ohio's State Teacher Retirement System or Ohio's School Employee Retirement System under the following guidelines:

A. The unit member will start at step 5 on the salary schedule and remain on step 5 except that the unit member shall receive any percent increase that might apply to that step.

B. All employment contracts for retired rehires shall be one-year limited contracts. Individuals are not eligible for continuing contracts regardless of prior continuing contract status. These contracts will automatically expire at the end of the contract year and no affirmative action such as "non-renewal" need be taken by the Board or Administration.

C. No accumulated sick leave shall be carried forward when the unit member returns to duty. The unit member will begin to accrue sick leave upon hire. Sick leave earned in the District may be carried to the next year if the individual is rehired by the District. Upon permanent separation, no remaining sick leave balances will be paid out as severance. These employees are not eligible for the sick leave bank.

D. Rehired retirees will not accumulate seniority. Should a reduction in force be issued, rehired retiree contracts will be eliminated first in order based on hire date and certification.

E. Rehired retirees shall be eligible to participate in all district sponsored group insurance programs. These employees are not eligible for any severance pay or retirement incentive.

F. The provisions of this section shall supersede and replace any conflicting sections of the Ohio Revised Code.

7.08 Virtual Academy

A. There shall be no reduction in force, in part or in whole, of bargaining unit members as a result of the implementation and operation of RAM Virtual Academy.

B. The Association President shall be informed of any material changes in the Virtual Academy pertaining to, but not limited to, change in staff, courses offered, financial allocation of resources or major change in student enrollment.

ARTICLE 8: JOB SECURITY/DISCIPLINARY ACTION

8.01 Certified

A. Each newly hired teacher shall serve a probationary employment period with the Board of four (4) consecutive full years of full-time employment before obtaining a continuing contract. During the probationary period, such teacher shall receive a contract for no longer than one (1) school year. If re-employed after completion of the probationary period, the teacher shall be issued a contract for continuing employment. However, a teacher may, at the discretion of the Board, be granted a continuing contract at any time during their probationary period.

B. The teacher shall be advised by the principal or Superintendent of his/her intention to recommend the teacher for non-renewal, in writing, no later than May 10th. The Board may declare its intention not to re-employ a limited contract teacher by giving the teacher written notice of Board action on or before the first (1st) day of June. If the Board does not give the teacher written notice on or before the first (1st) day of June or if the teacher is not notified by the principal or Superintendent of the intent to recommend nonrenewal by the tenth (10^{th}) day of May the teacher is deemed re-employed under a limited contract for one (1) year at the same salary plus any increment provided by the salary schedule. The teacher is presumed to have accepted such re-employment under a limited contract unless he/she notifies the Board in writing to the contrary on or before the tenth (10^{th}) day of July. The decision of the Superintendent to not

recommend re-employment and/or the decision of the Board to not reemploy shall not be made the subject of a grievance, except that a claim of procedural violations shall be grievable and subject to arbitration.

C. Contracts issued to teachers shall include the following information:

1. Name of teacher;
2. Name of employing Board of Education;
3. Type of contract (limited or continuing);
4. The school year;
5. Salary; and
6. The teacher's placement on the salary schedule.

D. Unless expressly waived in writing by the Superintendent, each teacher is required to maintain the certificates/licenses held by the teacher at the time the teacher is employed as a regular employee.

8.02 Classified Employees: Educational Support Personnel (ESP)

A. Each newly hired ESP shall serve a probationary employment period with the Board of four (4) consecutive full years of full-time employment before obtaining a continuing contract. During the probationary period, such ESP shall receive a contract for no longer than one (1) school year. If re-employed after completion of the probationary period, the ESP shall be issued a contract for continuing employment. However, an ESP may, at the discretion of the Board, be granted a continuing contract at any time during their probationary period.

B. The Board may declare its intention not to re-employ a classified employee by giving such employee written notice on or before the 1st day of June of its intention not to reemploy the employee. If the Board does not give the employee written notice on or before the 1st day of June of its intention not to re-employ the employee, such employee is deemed re-employed under a continuing contract. The decision of the Superintendent to not recommend re-employment and/or the decision of the Board to not re-employ shall not be made the subject of a grievance and shall not be processed as such, except that a claim of untimely notice of such non-re-employment shall be grievable.

C. Any classified employee may terminate his/her contract of employment thirty (30) days subsequent to the filing of a written notice of such termination with the Treasurer of the Board.

D. A person hired exclusively for the purpose of replacing a classified employee while such employee is on leave of absence shall be a probationary employee and not entitled to a continuing contract.

8.03 Disciplinary Actions

A. A continuing contract employee shall not have his/her employment contract terminated except for good and just cause. The Board and Superintendent, (in the absence of the Superintendent, then the Superintendent's designee) have the power and right to reprimand, suspend with or without pay, or otherwise discipline an employee for good and just cause; provided however, that only the Board shall have the power to terminate. All disciplinary action, other than verbal warnings, shall be given in writing to the affected employee within thirty-six (36) hours of taking such action. However, a probationary employee may be terminated for less than good and just cause.

B. Discipline shall be applied in a progressive and corrective manner, except instances wherein the employee is found guilty of misconduct, or the employee's presence presents a risk of danger to students, employees, or the public. When employee behavior warrants progressive discipline, the sequence of such discipline shall be as follows: verbal warning; then informal written warning; then formal official reprimand; then suspension for three (3) work days, without pay; then suspension for five (5) workdays, without pay; then termination of employment. An employee is subject to the progressive stages for varying types of behavior. Management's discretion to select discipline appropriate to the nature and severity of an employee's behavior shall not be limited by the result (or decision) of any grievance or arbitration that was filed prior to the effective date of this contract.

1. If an administrator requests a meeting with a bargaining unit employee that may become a matter for discipline, the employee must be advised of his/her right to Association representation. If a representative is requested, only a representative of the TMEA shall be permitted to attend the hearing.
2. Documentation of a verbal warning and informal written warning will remain at the building level.

C. An employee's right to Association representation in any matter relating to discipline shall only be limited to the extent that immediate employer action is reasonably necessary to protect persons and/or property. In the event immediate employer action is taken without Association representation, a conference to review the discipline shall be held within forty-eight (48) hours with the employee and an Association representative. At this conference the employee shall be presented with a written statement of the charges against the employee, including times and places of occurrence(s).

D. Prior to the imposition of discipline more severe than a written reprimand, the affected employee shall have the right to an informal hearing before the appropriate administrator.

E. Any suspension without pay and/or termination of an employee's contract shall be subject to appeal on the basis of good and just cause via the grievance procedures set forth in this contract. In arbitration matters involving discipline, the Board has the burden of proof and the arbitrator is expressly given the authority to modify (either by increasing or decreasing) a discipline which is the subject of the grievance. The parties agree that the procedure for adjustment of grievances is fair and complete and that it constitutes the sole and exclusive method for the adjustment of claims regarding discipline.

The provisions of this article dealing with employment, contracts, termination, discipline, and probationary periods, are specifically intended to supersede Ohio Revised Code Sections 3319.081, 3319.11, 3319.111, and 3319.16, and all civil service laws.

ARTICLE 9: ASSIGNMENTS, TRANSFERS, VACANCIES

9.01 Assignments

Except as limited by the terms of this agreement, unit members shall be assigned by the Superintendent or designee. In March of each school year, employees may submit a position preference sheet to his/her principal or supervisor for his/her assignment for the following year.

9.02 Vacancies

Whenever a unit position or administrative position, whether such position is new or has been in existence, is vacant and the Board intends to permanently fill the vacancy, i.e., place a person in the position for the remainder of the semester or contract year and such filling shall cover a period of at least thirty (30) workdays, notification of the vacancy shall be made by email and the auto caller phone system, if one exists, and then the position in question shall be posted for a period of no less than five (5) work days following the auto caller notice, if such a system exists, prior to permanently filling the vacancy.

A. The posting shall be made in writing and placed on the job board at Central Office. Postings will be open for 5 working days. In the event that a vacancy occurs ten (10) working days prior to or after the start of the school year, the five (5) day posting requirement may be adjusted. All other provisions are enforced.

B. The posting shall provide a reasonably complete description of the vacant position as is possible, e.g., name, place and term of the position; job description; applicable salary/wage schedule; qualifications for holding the position, necessary training, etc. Postings will be sequentially numbered and a recording of the position title and number will be kept on file in the Office of Human Resources.

9.03 Transfers/Reassignments

A transfer or reassignment shall mean any substantial change in assignment or work responsibilities whether within a given department, classification, grade level or building or to another department, classification, grade level or building.

A. Seniority shall not apply for involuntary or voluntary transfers/assignments.

B. Voluntary requests for transfer shall be made in writing following the directions on the job posting within 5 working days of the initial posting. Requests should include ordering of preference for positions, school or schools desired, grade level, subject area (within certification limitation), and the reason for the transfer request.

1. Requests for voluntary transfer shall be acknowledged in writing within 7 work days of the receipt by the Director of Human Resources.
2. Vacancies occurring during the school year shall be available for transfer requests.
3. In the disposition of all requests for transfer, the interests, aspirations, and desires of the individual will be considered to the extent that they do not conflict with the instructional requirements and/or goals of the school district. Criteria to be used in consideration for transfer will include, but are not necessarily limited to, the following:

    a. Contributions which the unit member could make to the students in a new position according to training, experience, and interest.
    b. Qualifications of the unit member as compared to other candidates for the position.
    c. The unit member's previous evaluation.
    d. The desires of the unit member regarding the transfer.
    e. The recommendations of the Building Principal involved in the transfer.
    f. The opportunities for professional growth for the unit member.

C. Involuntary transfers/reassignments shall be for good cause. For purposes of this paragraph, "good cause" may include, but is not limited to, disciplinary reasons and the educational interests of the District. Any employee who is to be involuntarily transferred at any time shall be consulted five (5) working days prior to transfer. A representative of the unit member's choice may be in attendance at the conference, if requested by the unit member. The unit member shall have the right to receive written reasons for the involuntary transfer from the Superintendent or Superintendent's designee. Whenever an involuntary transfer is made, the Superintendent and/or Building Principal will hold a conference with the employee and his/her representative to develop a written transition plan for the new assignment. The written plan shall

include, but is not limited to: moving and packing procedures, scheduled meetings with grade team leader or department chair, method of providing textbooks, teacher's editions, furnishings and other appropriate instructional resources, process for acquiring any other resources that the transferee deems necessary.

D. Teachers covered under this provision will be reimbursed for classroom instructional materials purchased specifically for the first teaching assignment. Teachers who have been placed in a specific teaching assignment and are reassigned in the time period from July 15 to the end of the first semester may have the following additional rights:

1. The materials must have been purchased between July 15 and the notification of transfer.
2. The teacher must document to the principal the reason that the materials cannot be used in the new teaching assignment.
3. If the principal disagrees with the teacher as to the usability of purchased materials then the teacher can appeal the principal's decision to the Superintendent or his/her designee.
4. The Superintendent's decision is final and not subject to the grievance procedure of the contract.
5. The maximum amount that can be reimbursed is two hundred dollars ($200) per teacher.
6. The teacher needs to provide receipts prior to reimbursement.
7. Upon reimbursement the materials valued at up to two hundred dollars ($200), subject to the reimbursement, become property of the District.

E. Qualified applicants who do not receive the assignment shall receive timely, written notice of this fact.

ARTICLE 10: SENIORITY AND JOB QUALIFICATIONS

10.01 Seniority

A. Seniority shall be defined as the length of continuous service to the Board in terms of years for whole contract years worked and in terms of workdays for partial contract years worked.

B. The seniority period will be stayed but not broken by periods of approved, unpaid leaves of absence, recall periods during layoffs and times during other separations from employment with the Board provided the separation ends before the unit member has missed any workdays in his/her normal contract year.

C. When seniority is otherwise equal, the deciding factors shall be, in this order:

1. The earliest date the unit member was hired by Board approval and/or the early authorization date by the Superintendent.
2. Tie broken by the last four digits of the unit member's social security number--the higher number shall mean the unit member has the higher seniority. (The partial social security number shall not be published.)

D. By February 1, of each year, the Board shall publish and post a district-wide seniority list placing unit members in proper order of seniority in each position, type of contract, classification and/or area of certification for which they are qualified to work.

1. The seniority list shall be the authority by which unit members' respective status for given positions, classifications and/or areas of certification are determined in situations of reassignments, transfers and RIFs.
2. The most up-to-date seniority list shall be emailed annually by the District to all staff. The Association has the right to post the seniority list on the Association bulletin board in each building/work site.
3. If a unit member wishes or does not wish to be listed under a given position, classification and/or area of certification, he/she may request in writing to the Superintendent that his/her name be added to/dropped from subsequent lists subject to the standards established in this section.
4. If a unit member's request per Section D.3. above, is not reflected on a subsequently posted list or if a unit member feels the most recently posted seniority list is otherwise in error (e.g., lists him/her for positions, classifications and/or areas of certification for which he/she is not or should not be qualified or in the alternative, fails to list him/her), the unit member may make a written appeal directly to Step III of the grievance procedure herein for the Superintendent to correct the list.

    a. When the Superintendent or designee determines that a given unit member is not qualified, the burden of proof as to the question of qualification shall rest with the unit member.
    b. When the Superintendent or designee determines that a given unit member should be qualified, the burden of proof as to the question of qualification shall rest with the Board.
    c. In answering questions of qualification, the provisions of this Agreement, the needs of the district, the requirements of law and relevant state agencies/departments, the vocational/professional history of the unit member and the desires of the unit member shall be considered.
    d. A unit member who has been unsuccessful in getting change made to a posted seniority list, whether through losing the appeal provided for herein or by failing to make timely appeal, may not appeal repetition of the listing in question on subsequently posted seniority lists.

10.02 Specific Qualifications

In addition to the general standards established in Section D, above, the following specific qualifications shall be honored.

A. Unit members currently assigned to support staff positions may be deemed qualified to hold any support staff position(s) for which they have work experience in the district as well as for other positions within the same classification(s) provided they hold the required certificate/license, if any, and provided they have received the reasonably necessary formal training, if any, for the position(s) in question.

1. The Food Service Classification shall consist of the food service person-in-charge, cook, food service worker and all other bargaining unit positions directly and substantially related to the district's food service operations.
2. The Custodial Classification shall consist of the custodian, groundskeeper, messenger, and all other bargaining unit positions directly and substantially related to the district's custodial operations.
3. The Bus Driver Classification shall consist of the bus aide, bus driver and all other bargaining unit positions directly and substantially related to the district's busing operations.
4. The Mechanic Classification shall consist of the mechanic and all other bargaining unit positions directly and substantially related to the district's mechanical operations.
5. The Maintenance Classification shall consist of maintenance and all other bargaining unit positions directly and substantially related to the district's maintenance operations.
6. The Secretarial Classification shall consist of the secretaries, and all other bargaining unit positions directly and substantially related to the district's secretarial operations.
7. The Educational Aide Classification shall consist of regular and special education paraprofessionals and student monitor positions (student encouragers) and Parent Engagers.
8. The Lifeguard Classification shall consist of lifeguards.
9. The Computer Technicians Classification shall consist of computer technicians and all other bargaining unit positions directly and substantially related to the District's computer, digital and online operations.
10. The Clerical Classification shall consist of clerical support and all other bargaining unit positions directly and substantially related to the District's clerical operations.

B. Unit members currently serving in certificated staff positions shall be deemed to be qualified for any certificated staff position for which they hold valid and current Ohio Department of Education teaching certification.

C. Unit members who have historically held support staff positions shall not be deemed qualified for any certificated staff positions nor shall unit members who have historically held certificated staff positions be deemed qualified

for support staff positions unless both the Board and the unit members in question agree to waive this provision.

ARTICLE 11: REDUCTION IN FORCE, LAYOFFS, AND RECALL

11.01 Reduction-in-Force

Except for attrition, the Superintendent shall meet with the President of the Association at least thirty (30) days prior to the implementation of this policy. The Board may affect a reduction in the number of positions in the bargaining unit (RIF) as follows:

A. RIF may take place by attrition regardless of the reason for the reduction.

B. RIF may also take place by suspension of continuing and/or limited contracts for the following reasons:

1. Decline in student enrollment;
2. Return to duty of unit members after leaves of absence;
3. Suspension of schools or territorial changes affecting the district;
4. Lack of financial resources;
5. For teachers, any reason listed in Ohio Revised Code section 3319.17, and
6. For classified staff, any reason listed in Ohio Revised Code Chapter 124.

11.02 Layoff-Teachers

Seniority will be used to determine the lay-off (RIF) of teachers when Teacher Performance ratings (not overall summative rating) are comparable in each area of licensure. Order of layoff (RIF) shall be as follows:

1st - Teachers with a Performance rating of “Ineffective” shall be deemed comparable to one another.

2nd - Teachers with a Performance rating of “Developing” shall be deemed comparable to one another.

3rd - Teachers with a Performance rating of “Skilled” shall be deemed comparable to one another.

4th - Teachers with a Performance rating of “Accomplished” shall be deemed comparable to one another.

11.03 Layoff-Classified Unit Members

In the event a RIF is affected by suspension of contracts, such suspension (layoff) shall take place by laying-off the least senior classified unit member(s) in each classification or area of certification affected.

A. Laid-off unit members may, if their seniority and qualifications allow, bump less senior unit members in other classifications or areas of certification.

B. The above notwithstanding, unit members may not use seniority to bump into a position, classification or area of certification which offers substantially more hours of work or a greater rate of pay than the position from which these unit members are being laid-off.

C. All educational aides for purposes of a RIF shall be in accordance with Article 11.022(B) except as follows:

1. Any educational aides employed after the effective date of this agreement or a current unit member who refuses to bid on a vacant special educational aide position shall be placed on a separate RIF list from other educational aides.
2. Any unit member employed as an educational aide in a special education classroom shall be placed on a separate RIF list from other educational aides, notwithstanding seniority.

11.04 Recall

Laid-off unit member shall have recall rights as follows:

A. Laid-off unit members holding continuing contracts shall be placed on a recall list until such time as they are recalled to work, refuse recall to a position for which they are qualified and which is substantially equal or better to the position from which they were laid-off or voluntarily separated from employment with the Board.

B. Laid-off unit members holding limited contracts shall be placed on a recall list for the same length of time as what they hold in terms of seniority with the Board, but in no event for less than twenty-seven (27) months from their last day of work for the Board or until such time as they are recalled to work, refuse recall to a position for which they are qualified and which is substantially equal or better than the position from which they were laid-off, or voluntarily separate from employment with the Board, whichever comes sooner.

C. Laid off unit members may opt to continue Board sponsored insurance programs through COBRA for so long as they remain on the recall lists. The employee will be responsible for the total monthly premiums (Board

and employee contributions). Payments will be paid directly through COBRA.

D. Laid-off unit member shall be recalled, by written notice to the affected unit member's last known home address, in the reverse order of his/her lay off to active work status as positions for which he/she is qualified become vacant.

E. The Board shall provide written notification to laid-off unit members at the time of layoffs as to their recall rights established herein.

F. Teachers who have been laid-off shall be recalled in the following manner:

1st Teachers with a Performance rating of "Accomplished" by licensure and seniority.
2nd Teachers with a Performance rating of "Skilled" by licensure and seniority.
3rd Teachers with a Performance rating of "Developing" by licensure and seniority.
4th Teachers with a Performance rating of "Ineffective" no recall.

ARTICLE 12: TEACHER EVALUATIONS

12.01 Purpose

Each certified teacher's evaluation shall serve a dual purpose:

A. The evaluation shall be used to provide a sound basis for planning improvement in the teacher's performance. The evaluation system is to serve as a tool for informing instruction and to assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.

The purpose of teacher evaluation is to use fair, objective, and reasonable practices to:

1. Advance the professional learning and practice of teachers individually and collectively in the school District.

2. Inform instruction.

3. Assist teachers and administrators in identifying, implementing, and supporting best educational best practices that will provide the greatest opportunity for student learning and growth.

4. The evaluation shall be used to provide an objective measure of the teacher's effectiveness in his/her work assignment.

1. No teacher shall lose his/her contract with the Board for reason, in part or in whole, of performance except as a result of the evaluation of the teacher per this article of the Agreement.
2. This article of the Agreement notwithstanding, teachers may, subject to other provisions of this Agreement, have their contracts with the Board terminated for reasons other than performance.

12.02 Procedure

Evaluation procedures to be used subject to this article of the Agreement will be mutually agreed to by the Association and the Superintendent and/or designee. The procedures will be adopted by the Board and be applied fairly, consistently and treated as if part of this Agreement.

A. The teacher evaluation procedures apply to all teachers who spend at least fifty (50%) percent of their time providing student instruction; and, who possess a license, permanent certificate, or permit as defined by Ohio Revised Code. The Board will establish alternate evaluation procedures for teachers who spend less than fifty percent (50%) of their time providing student instruction.

B. The evaluation procedure(s) to be used by the Board for teachers will be communicated in writing to the affected teachers. at least fifteen (15) workdays prior to initial use/application of the given evaluation process. The evaluation procedures shall be communicated to all employees prior to the implementation of any evaluative process, to include forms and practices.

C. At least fifteen (15) workdays prior to initiation of a teacher's evaluation under the procedure (s) provided herein, the teacher shall be notified as to the one person who will be serving as his/her primary evaluator for the contract year in question.

1. Each teacher has a primary evaluator and/or secondary evaluator, which is a member of the district's administrative team. The evaluator must possess administrative certification/licensure and have a minimum of three (3) years teaching experience if evaluating teachers in the subject/content areas of Reading/ELA, Mathematics, Science, or Social Studies. Secondary evaluators will be identified by October 1st of each year.
2. Each teacher's primary evaluator shall have the responsibility of completing whatever evaluation processes and forms are required given the evaluation program applicable to the teacher. Teachers may request observation of their performance to be conducted by their secondary evaluator. Copies of all evaluation documents shall be provided to all secondary evaluators as warranted.
3. The secondary evaluator will provide input into the primary evaluator in two ways: written or verbal comments during the school year, and a written or verbal summary of

observations/comments prior to the teacher's final evaluation in the spring. The source of any commendations or recommendations will be identified.

4. All evaluative reports must be dated and signed by the employee. However, such a signature does not necessarily indicate agreement with the evaluation or the report. Moreover, employees shall be permitted to affix rebuttal and evidence to any evaluation. The substance of an evaluation is not subject to the grievance process.
5. If a teacher for any reason fails to sign a completed and available post-observation conference form, the absence of a teacher's signature may not be made the subject to the grievance process.

D. The teacher and the primary evaluator shall meet as is reasonably necessary to discuss and improve, to the extent reasonably possible, the teacher's performance.

Evaluations will include formal observations of thirty (30) continuous minutes or more and at least thirty (30) minutes of informal walkthroughs annually.

1. Walkthroughs: The walkthrough shall be at least five (5) consecutive minutes if the administrator completes a walkthrough form. The teacher shall be provided a copy of the Teacher Performance Walkthrough Form completed by the administrator within three (3) working days.
2. Formal Observations: Shall be thirty (30) continuous minutes or more. The administrator and teacher shall meet within five (5) school days of the observation to complete the post-conference to the extent reasonably possible. All deadlines contained in this provision are to be extended by the absences of either the administrator or the teacher by the number of days of absence.
3. Mid-Year/Final Summative Evaluation: The teacher shall be provided a copy of the Mid-Year and Final Summative Evaluation within five (5) school days of the Mid-Year and Final Evaluation meeting.

When an administrator's observation and/or evaluation of any teacher indicates an unsatisfactory level of performance on the Teacher Evaluation System, the administrator will follow the procedures in the improvement plan process as adopted by the Board of Education.

Concerns regarding the evaluation process, may be forwarded to the Evaluation Committee for review.

12.03 Evaluation Committee

An Evaluation Committee comprised of an equal number (not to exceed four) of teacher members appointed by the Association and administrative members appointed by the Superintendent shall annually review the evaluation procedures

and make modifications as needed. During the term of the contract any changes will be subject to a Memorandum of Understanding. In addition to the annual meeting, which shall occur prior to September 1st, the team will agree to meet as needed throughout the year. In addition to the evaluation recommendations, the team will review the components of the Resident Educator Program. The team will review and recruit teachers to serve as Resident Educator mentors.

DUE PROCESS

A. A teacher shall be entitled to Association representation at any conference held during this procedure, which shall not delay the scheduled meeting.

HIGH QUALITY STUDENT DATA (HQSD)

A. Each evaluation shall contain two (2) measures of high quality student data (HQSD). When applicable to the grade level or subject area taught by the teacher being evaluated, HQSD shall include the value-added progress dimension as one (1) source of HQSD.

B. HQSD shall be used as evidence in any component of the teacher's evaluation related to the following:

    a. Knowledge of the students to whom the teacher provides instruction;

    b. The teacher's use of differentiated instruction practices;

    c. Assessment of student learning;

    d. The use of assessment data;

    e. Professional responsibility and growth.

ARTICLE 13: EDUCATIONAL SUPPORT PERSONNEL (ESP) EVALUATIONS

13.01 Purpose

All evaluation procedures can be located on the District's common drive in a folder labeled "Evaluation". Each ESP unit member's evaluation shall serve a dual purpose:

A. The evaluation shall be used to provide a sound basis for planning improvement in the given classified unit member's performance. The evaluation system is to serve as a tool for ESPs and administrators to assist, coach, model, identify, and develop best educational practices in order to provide the greatest opportunity to support student learning and achievement.

B. The evaluation shall be used also to provide an objective measure of the given ESP unit member's effectiveness in his/her work assignment.

1. No ESP unit member shall lose his/her contract with the Board for reason, in part or in whole, of performance except as a result of the evaluation procedure per this article of the Agreement or other disciplinary issues.
2. This article of the Agreement notwithstanding, ESP unit members may, subject to other provisions of this Agreement, have their contracts with the Board terminated for reasons other than performance.

13.02 Procedure

Evaluation procedure(s) to be used will be mutually agreed to by the Association and the Superintendent or his/her designee. The procedures must be fairly and consistently applied.

A. Unit members serving in like positions (classifications/groups), regardless of building assignment, etc., shall be evaluated under the same evaluation procedure.

B. Additionally, the evaluation procedure(s) to be used by the Board and the unit member classification/group toward which it will be applied and subsequent changes in same will be communicated in writing to the Association and the affected unit members at least fifteen (15) workdays prior to initial use/application of the given evaluation process. The evaluation procedures will be communicated to all new ESP at the time of hire.

C. At least fifteen (15) workdays prior to initiation of a unit member's evaluation under the procedure (s) provided herein, the unit member shall be notified of the administrator who will be serving as his/her evaluator for the contract year in question.

D. The unit member and the evaluator shall meet, as necessary, to discuss and improve, the unit member's performance.

E. New ESP employees shall receive an orientation to their jobs by an administrative designee. Other ESP members may be asked to assist in the orientation process, but the orientation responsibility lies with administrator.

F. ESPs shall not be evaluated by other ESP staff members or non-administrative personnel.

13.03 Evaluation Committee

An Evaluation Committee comprised of an equal number (not to exceed four) classified unit members appointed by the Association and four administrative members appointed by the Superintendent shall review the evaluation procedures as needed. During the term of the contract any changes to the evaluation procedures will be subject to a Memorandum of Understanding. In

addition to the annual meeting, the team will agree to meet as needed throughout the year.

ARTICLE 14: PERSONNEL FILES

A. There shall be one official personnel file for all unit members maintained in the central administration office.

B. All disciplinary documents must be signed and dated by the supervisor of the affected bargaining unit member.

C. Files may not include documents which were not subject to an investigation.

D. Unit members shall have the right to periodically review any and all materials contained therein.

E. The Superintendent or designee may be present during such review.

F. The unit member may have an Association representative or a representative of his/her choice present during such review.

G. The unit member shall have the right to copy, at no cost, any and all materials contained in the file.

H. The unit member shall have the right to reply in writing to any material in the file.

I. The unit member's evaluation shall be made a part of the file.

J. The source, date of origin, and date of filing shall be noted on all material critical to the unit member placed in the file**.**

K. At the time material, which is critical to the unit member, is placed in the file, the unit member shall receive a copy of same at no expense to the unit member.

L. The employee, administrative personnel, authorized representatives of the Bargaining Unit Employees and the individuals concerned shall have access to the personnel file of employees covered hereunder. Prior to the inspection of a Bargaining Unit Employee's personnel file by an authorized representative or any person other than administrative personnel, the human resources office will notify the employee that the inspection has been requested, and when it will take place.

M. After a period of four (4) years, any disciplinary action of record (except for items involving inappropriate conduct with students) shall not be used to impose discipline on any employee, provided such employee has not received similar discipline within the intervening four (4) years.

N. The unit member shall be reimbursed for any cost incurred as a result of having to replace personnel file documents, e.g. transcripts, TB test, etc, that are misplaced by the district.

ARTICLE 15: SALARY AND WAGE PLACEMENT

15.01 Placement

Teacher's placement is determined by the years of experience credit and training credit held by the employee. Support staff's placement is determined by classification and years of experience. Nurse's placement is determined by years of experience credit and training credit held by the employee. RN's will be placed on the Certified Salary Schedule. If misplacement occurs, proper placement will be granted based on appropriate documentation as determined by the Superintendent or designee and the bargaining unit member shall be paid any salary owed as results of the misplacement.

15.02 Experiences

Upon initial assignment and at the beginning of each new contract year, unit members shall receive salary/wage schedule placement based on the number of years of prior experience they have in the area or a related area of assignment as well as on the number of years of experience they have in the military service of the United States except as limited herein.

A. A year of experience in the area or related area of assignment shall be defined for certificated staff as one hundred twenty (120) days of five (5) or more hours worked or its equivalent for any public school or non-public school chartered by the Ohio Department of Education employer during any July through June period under a contract required by the State of Ohio or, in cases of out-of-state experience, the corresponding governing body for the area or related area in question and, when applicable, under the required certification for the care or related area in question. A year of experience in the area or related area of assignment shall be defined for nurses (RN& LPN) as twelve (12) months of work in a hospital or medical institution or one of Ohio's state retirement systems. A year of experience for social workers will be defined as 12 months of work in their specific field. A year of experience for mechanics, maintenance, and computer technicians will be defined as 12 months of work in their specific field with documented certification.

B. A year of experience shall be defined for support staff unit members as one hundred twenty (120) days or more, regardless of hours worked, for any public school employer during any July through June period.

C. A year of military experience shall be defined as eight (8) to twelve (12) months of active service during any twelve (12) month period.

D. The Board may limit outside-the-district work experience credit to a maximum of fifteen (15) years and military experience credit to a maximum of five (5) years.

E. Teachers with less than 5 years of experience, hired in math (6th-12th grade), science (6th-12th grade), and special education positions (PK-12th grade) will start at step 5 and progress yearly on the certified salary scale. Any current employee in a position referenced here who is not already at least at step 5 will be placed at step 5 at the beginning of the 2019-2020 contract year. Effective July 1, 2025, this bonus will no longer be in force and effect. All members who were placed on the salary schedule using the above bonus prior to July 1, 2025 shall not receive any reduction in pay or placement on the salary schedule.

F. New Teachers hired with 0-1 year of experience, will start at step 2 on the certified pay scale. These employees will stay frozen at step 2 until they acquire two years of experience, then they will progress yearly on the certified salary scale. Effective July 1, 2025, this bonus will no longer be in force and effect. All members who were placed on the salary schedule using the above bonus prior to July 1, 2025 shall not receive any reduction in pay or placement on the salary schedule.

G. Beginning with the 2023-2024 school year, building secretaries will move to a two hundred (260) day calendar and maintain seniority and years of service.

15.03 Certificated Staff Training

A. Non-Degree Column is for certificated staff who are serving without a degree.

B. Degree Column is for certificated staff who are serving with a bachelor's degree or equivalent.

C. One Hundred Fifty Hours (150) Column is for certificated staff who are serving with a bachelor's degree and who have at least one hundred fifty (150) semester hours of college credit or equivalent.

D. MA Column is for certificated staff who are serving with a master's degree or equivalent.

E. MA + 18 Column is for certificated staff who are serving with a master's degree and have earned at least eighteen (18) semester hours of college credit beyond the master's degree or equivalent after earning the master's degree.

F. MA + 36 Column is for certificated staff who are serving with a master's degree and have earned at least thirty-six (36) semesters hours of college

credits beyond the master's degree or equivalent after earning the master's degree.

G. Upon initial placement and in September and January thereafter, when applicable, the teacher will also receive salary/wage schedule credit based on the training level achieved by the unit member.

1. Training shall be defined as any training achieved by the teacher and recognized as applicable to the area or related area in question by either the State of Ohio or the Board.
2. In regard to training, credit for hours beyond a given degree will be given only when the hours beyond the degree were earned subsequent to the earning of the degree.
3. An adjustment in training credit will be made effective with the contract year provided the teacher has presented an official transcript of the additional training in writing to the Superintendent prior to September 10 of the year in question.
4. An adjustment in training credit will be made effective with the first work day of the second semester provided the teacher has presented an official transcript of the additional training to the Superintendent prior to February 1 of the year in question.

15.04 Classified Job Classification

A. Column I is for support staff serving as lifeguards.

B. Column II is for support staff who are serving as food service workers, cooks, paraprofessionals, messengers, bus aides, and student monitor positions (student encouragers/parent engagers).

C. Column III is for support staff who are serving as building clerical support, licensed practical nurses (LPNs), head lifeguards, and custodians.

D. Column IV is for support staff who are serving as bus drivers, mechanics helper, and groundskeeper.

E. Column V is for support staff who are serving as mechanics, maintenance persons, head custodians, maintenance-groundskeeper, building secretaries and computer technicians.

F. If other classifications/positions are subsequently added to the bargaining unit as support staff they shall be placed by the Board in the column which contains existing classifications which most closely relate to the same or similar job responsibilities as assigned to the new classifications/positions.

G. A change in the name of a classification/position without substantial change in job responsibilities shall not constitute the adding of a new classification/position and the relatively unchanged but renamed

classification/position will remain placed in the same column in which it was placed prior to the renaming.

15.05 Supplemental Positions

The following supplemental positions are paid as Supplemental/Extra Service Contracts. See Appendix D: Other Wage Schedule. Each contract is approved per season and each contract is automatically non-renewed at the end of each season. No affirmative action such as “non-renewal” need be taken by the Board or Administration.

A. Column A: Assistant Athletic Director

B. Column B: HS Head Football Coach, HS Head Basketball Coach, HS Marching Band Director, Athletic Trainer Positions, HS Head Cheerleading, Building Leadership Team Members, HS Singers, PBIS

C. Column C: HS Assistant Marching Band, HS Marching Band Auxiliary, HS Orchestra, HS Concert Band Director, IAT Chairperson, HS Vocal Music Director

D. Column D: HS Head Wrestling Coach, HS Head Track Coach, HS Head Soccer Coach, HS Head Baseball Coach, HS Head Softball Coach, HS Head Volleyball Coach, Head Tennis Coach, Head Swim Team Coach, HS Football Offensive and Defensive Coordinators, HS Assistant Concert Band

E. Column E: HS Assistant Football Coach, HS Assistant Basketball Coaches, HS Assistant Cheer Coach, MS Band, MS Vocal Music, Elementary Band, HS Strength and Conditioning Coach

F. Column F: HS Assistant Wrestling Coach, HS Assistant Track Coach, HS Assistant Soccer Coach, HS Assistant Baseball Coach, HS Assistant Softball Coach, HS Assistant Volleyball Coach, HS Assistant Tennis Coach, HS Assistant Swim Team Coach, Facility Assistant, HS Musical Director

G. Column G: HS Golf Coach, HS Bowling Coach, HS Cross Country Coach, MS Basketball Coach, MS Football Coach, HS Yearbook, HS Senior Class Advisor, HS National Honor Society Advisor

H. Column H: HS Assistant Golf Coach, HS Assistant Bowling Coach, MS Track Coach, MS Wrestling Coach, MS Volleyball Coach, MS Baseball Coach, MS Softball Coach, MS Cross Country Coach, MS Cheer Coach, HS Junior Class Advisor, HS Government Advisor, HS Academic Team Advisor, HS Club Advisor, HS National Honor Society Advisor, HS Commencement Coordinator, HS Black History Program, Muse Machine Advisor, HS Drama Club Advisor, JROTC Color Guard, JROTC Robotics, FFA, Diversity Club

I. Column I: MS Drama Club Advisor, MS Yearbook, MS Government Advisor, MS Academic Team Advisor, MS Club Advisor, MS Drill Team, MS Musical Director, MS National Honor Society Advisor, HS Commencement Advisor

J. Column J: Safety Patrol Advisor, Elementary Play/Musical Director, Elementary Student Government Advisor, Elementary Club Advisor, Elementary Lego League

K. The Board may elect not to fill any or all of the above positions so long as no other regular or supplemental contract position is assigned the work or responsibilities traditionally associated with the non-filled positions.

1. The Board will hire supplemental staff in the following order:
2. Qualified certificated staff members currently under contract with the District
3. Qualified out of district certificated staff members
4. Qualified support staff members

The Board and the Association agree to follow the above hiring guidelines in compliance with 3319.08 and 3313.53 of The Ohio Revised Code.

L. The Board may give up to ten (10) years of credit for out-of-district experience in the same or similar supplemental contract area as the unit member serves in this district.

M. The Board will give full credit for in-district experience in the same or similar supplemental contract area as the unit member serves in this district.

N. The Superintendent may, at his/her option, grant up to full credit for extra training, need and/or out-of-district experience in the same or similar supplemental contract areas as the unit member serves in this district.

O. If other classifications/positions are subsequently added to the bargaining unit as support staff, they shall be placed by the Board in the column which contains existing classifications which most closely relate to the same or similar job responsibilities as assigned to the new classifications.

P. Staff members that choose the two payment option for their supplemental shall receive their payment in the second pay in December and the other portion in the second pay in May of the school year the work was performed.

Q. The Building Principal will define the specific clubs offered in each building. Clubs must have prior approval from the Building Principal and Director of Human Resources. Clubs must be established and approved

by October 1st of each school year to qualify for the supplemental contract.

R. In addition, all supplementals will be frozen for all three years of the contract. Step movement will still be in place.

15.06 Extra Pay

The hourly pay rate index factor for summer school teachers, driver education teachers, home tutors, IAT chairperson other than counselors, staff development committee members and curriculum development committee members as applied to hours worked outside of the given unit member's regular paid work day shall be .0008 times the district base pay rate. (Step 0 Degree).

A. The Board may elect not to fill any or all of the above positions so long as no other regular or supplemental contract position is assigned the work or responsibilities traditionally associated with the non-filled position.

B. If other classifications/positions are subsequently added to the bargaining unit as support staff, they shall be placed by the Board in the column which contains existing classifications which most closely relate to the same or similar job responsibilities as assigned to the new classifications/positions.

C. Bus Drivers' Field Trip: The hourly pay rate for the driving of buses for field trips shall be equal to the given driver's regular rate of pay.

D. Overtime, Temporary Promotions and Covering Classes: The Board shall pay for overtime, temporary promotions and covering classes as follows:

1. Authorized overtime physically worked in excess of forty (40) hours in any one (1) work week shall be paid at the rate of one and one-half (1 $^{1}/_{2}$) times the employee's regular hourly rate. All overtime pay shall be paid in the payroll period during which it was earned but not later than the next payroll period immediately following the date it was earned.
2. Support staff unit members shall receive the higher rate of pay between their regular rate of pay and the regular rate of pay for the positions being temporarily filled for time spent in a temporary assignment for five (5) consecutive days or more.

    a. If the temporary assignment is in place of a certificated staff position, in or out of the unit, the support staff unit member will be treated as a non-degreed certificated staff unit member.

    b. No support unit member may be required to take a temporary assignment in a position for which he/she is not trained, experienced or otherwise qualified to fill.

3. Licensed staff unit members may be required to fill in or provide services of another licensed staff unit member as long as the administration fairly and reasonably divides such assignments among unit members qualified to do the work and provided the situation could not have been better resolved via the employment of a substitute teacher. Licensed staff unit members may not be required to fill in for or provide services of a support staff unit member.

   Teachers, except for those in and during study halls, required to teach another unit member's class in whole, shall be given extra pay at the current committee hourly rate of pay per period or hour, whichever applies. The maximum amount of internal sub pay shall not exceed the prevailing substitute teacher daily rate of pay. In the event that a class is divided among multiple teachers, the prevailing substitute teacher daily rate of pay will be divided among all teachers affected. This pay shall apply to certificated and classified staff per individual involved, subject to the current certified sub pay daily rate.

15.07 Severance Pay

Unit members shall receive severance pay at the time they separate from employment with the Board at the time of their retirement or death.

A. The severance pay shall be determined by multiplying the factor, point twenty-five (.25), times the given unit member's daily rate of pay times the number of accumulated, but unused sick leave days the unit member holds at the time of separation. The District will pay out a maximum of 87.5 days.

B. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the unit member up to that time.

C. The severance payment will be made within sixty (60) days of the date of separation or the date of proof of retirement or request for payment, whichever comes later.

D. In the event that payment hereunder is paid because of the death of an employee, payment shall be made to the estate of the employee.

15.08 Retirement Incentive

A. The Board shall offer a retirement incentive to all qualifying unit members.

B. To qualify for this retirement incentive, the unit member must have worked in Trotwood-Madison City Schools for a minimum of ten (10) service years since their most recent hire and must retire under one of Ohio public

employees' retirement systems before or by no later than the end of the day on June 30 of the contract year in which he/she is first eligible to retire for full benefits under the retirement system rules.

C. Example A: A unit member who separates from employment within the timeline but who does not retire is not eligible.

D. Example B: Likewise, a unit member who waits until after he/she has begun the next work year after becoming eligible for thirty years of retirement service credit is not eligible.

E. Example C: A unit member who retired under one of the systems with less than thirty years of service credit still qualify for the incentive.

F. To remain qualified, the unit member must give, by March 31 of the year of retirement, written notice to the Superintendent of intent to retire. The effective date of retirement must be no earlier than after the teachers' last workday or June 30, whichever comes sooner, in a given year. A unit member who either misses the notification deadline or otherwise fails to retire within the time frame outlined herein forfeits his/her rights to this retirement incentive.

G. For the 2025-2026 school year, the incentive shall be equal to 2.25% of the given unit member's annual wages/ salary in the year leading to retirement times the number of years given unit member has been employed by the Board since their most recent hire, not to exceed 50% of the given unit member's annual wages/salary.

For the 2026-2027 school year, the incentive shall be equal to 2% of the given unit member's annual wages/ salary in the year leading to retirement times the number of years given unit member has been employed by the Board since their most recent hire, not to exceed 45% of the given unit member's annual wages/salary.

For the 2027-2028 school year, the incentive shall be equal to 1.75 % of the given unit member's annual wages/ salary in the year leading to retirement times the number of years given unit member has been employed by the Board since their most recent hire, not to exceed 40% of the given unit member's annual wages/salary.

The Board will pay the incentive no earlier than January 1st of year following retirement and no later than fourteen (14) months after the given unit member's effective date of retirement. The Board shall require the retired unit member to submit a letter to the Treasurer granting permission to access STRS or SERS retirement account for the purpose of verifying final service years no later than December 31st of the school year after retirement.

15.09 National Board Certified Teachers:

Each certificated teacher who is National Board Certified shall be paid by the Board $2,500.00 each school year that such certification is maintained. The funding shall be obtained from Title II-A, and payment will be contingent upon continuous funding from Title II-A.

15.10 Salary and Wages

The base salary, as indicated on the 2025-2028 certified/teacher salary schedule shall be increased by:

3% in 2025-2026
2.5% in 2026-2027
2.5% in 2027-2028

Add Step 30 at the same index between Steps 26 and 27 to the certified salary schedule.

Each cell/step of the 2025-2028 classified employee wage per hour pay schedule shall be increased by:

3% in 2025-2026
2.5% in 2026-2027
2.5% in 2027-2028

Add Step 25 at the same index between Steps 20 and 21 to the classified salary schedule.

Special education para-professional positions that work one-on-one (1:1) with students shall receive an additional $1.00 per hour pay differential.

NOTE: Specific Wage Schedules included in Appendices.

ARTICLE 16: FRINGE BENEFITS

16.01 Insurance Committee

The parties will maintain a joint insurance committee of up to five unit members appointed by the TMEA President and up to an equal number of administrators appointed by the Superintendent. The committee will study and consider viable changes in insurance programs. Committee recommendations shall be contingent upon a majority approval by committee members.

16.02 Life Insurance

Each unit member shall receive thirty-five thousand dollars ($35,000) face value life and thirty-five thousand dollars ($35,000) face value additional accidental death and

dismemberment insurance sponsored by the Board at no cost to the unit member. For this item only, a unit member is defined as an employee who works a minimum of fifteen (15) hours per week.

16.03 Medical Insurance Coverage

A. The Board will contribute eighty-five percent (85%) of the total cost toward the monthly premium for all unit members who elect to be enrolled for single coverage either under the Board's hospital, surgical and major medical insurance plan.

B. The Board will contribute eighty-five percent (85%) of the total cost toward the monthly premium for all unit members who elect to enroll in family coverage under the Board's hospital, surgical and major medical insurance plan.

C. When both spouses are unit members and elect to be enrolled for family coverage under either the Board's hospital, surgical and major medical insurance plan all of the cost of this coverage will be paid by the Board, Section 16.03B, above, notwithstanding.

D. Unit members who verify that they have hospital, surgical and major medical insurance or HMO coverage from other than the Board's plan may elect to take cash payment in lieu of the Board sponsored coverage.

1. The cash payment will be made by the Board to the unit member after June 1 but prior to June 30 each year.
2. The cash payment will be calculated by multiplying fifty dollars ($50) times the number of months (July through June) immediately preceding the payment that the unit member was employed by the Board but chose not to use the Board sponsored coverage.
3. For employees who may not work a full contract year or who are not entitled to fully-paid fringe benefits as outlined in Section 16.05 (Insurance Entitlements) of this Article, such employees shall receive a prorated portion of six hundred dollars.

E. Time of Enrollment: There will be limited enrollment periods for unit members to initiate or change Board sponsored medical coverage.

1. A newly hired unit member must complete enrollment through the online electronic enrollment system within thirty (30) days of hire.
2. Unit members must initiate or change coverage during open enrollment. All unit members are required to confirm coverage during open enrollment and provide all required documentation. Unit members may also initiate changes within 30 days of a qualifying event: marriage, divorce, birth, death, loss of spouse's job, adoption, involuntary loss of existing coverage, court ordered.
3. All unit members must take reasonable steps to ensure that up-to-date information is on file with the Board.

F. The Board may choose any third-party carrier or even self-insure for the Board sponsored hospital, surgical and major medical and HMO coverage provided said coverage shall not be less than those which were in effect as of June 1, 1991, except as said coverage may be changed per subsection 2, below.

1. The Association and unit members will be notified by the Board at least twenty (20) working days prior to any change in carrier.
2. The Board and the Association may agree to changes in coverage(s).
3. The Board will provide written notification of coverage(s) to all unit members at least twenty (20) working days prior to any change in coverage(s).

G. The Board shall contribute one thousand five hundred dollars ($1500.00) per school year in the health savings account of members opting for the family plan and seven hundred fifty dollars ($750.00) per member opting for a single plan. Deposits shall be made in two payments in October and February. A member must be an employee at the time of the deposit to be eligible.

16.04 Dental Insurance Coverage

The Board will continue to provide dental insurance coverage for all unit members who elect to take part therein with the Board paying eighty-five (85%) of the monthly premium cost and the unit members paying fifteen percent (15%) of the monthly premium cost.

A. The Board may choose any third-party carrier or even self-insure for the Board sponsored dental insurance coverage provided said coverage shall not be less than that which was in effect as of June 1, 1991, except as said coverage may be changed per subsection 2, below.

1. The Association and unit members will be notified by the Board at least twenty (20) working days prior to any change in carrier.
2. The Board and the Association may agree to changes in coverage(s).
3. The Board will provide written notification of coverage to all unit members at least twenty (20) working days prior to any change in coverage.

B. Unit members who verify that they have dental insurance coverage from other than the Board's program, may elect to take cash payment in lieu of the Board sponsored dental insurance coverage.

1. The cash payment will be made by the Board to the unit member after June 1, but prior to June 30 each year.
2. The cash payment will be calculated by multiplying five dollars ($5) times the number of months (July through June) immediately preceding the

payment that the unit member was employed by the Board but chose not to use the Board sponsored dental insurance coverage.

C. Time of Enrollment: There will be limited enrollment periods for unit members to initiate or change Board sponsored dental insurance coverage.

1. A newly hired unit member must complete enrollment through the online electronic enrollment system within thirty (30) days of hire.
2. Unit members must initiate or change coverage during open enrollment. All unit members are required to confirm coverage during open enrollment and provide all required documentation. Unit members may also initiate changes within 30 days of a qualifying event: marriage, divorce, birth, death, loss of spouse's job, adoption, involuntary loss of existing coverage, court ordered.
3. All unit members must take reasonable steps to ensure that up-to-date information is on file with the Board.

16.05 Insurance Entitlements

A. Full-time employee: One working six (6) or more hours per day (thirty [30] hours per week) - full benefit entitlement.

B. Part-time employee: One working more than three (3) and less than six (6) hours per day (more than fifteen [15] hours per week and less than thirty [30] hours per week) - full benefit entitlement.

16.06 Continuation of Coverage

A. Any unit member who is involuntarily separated from paid service or employment with the Board or is in unpaid leave status will be eligible for continuation of coverage of medical and dental insurance through COBRA provided the reason for separation is not a punishable offense by ODE or the State of Ohio.

16.07 Section 125

The Board will provide an IRS Section 125 Premium Payment Plan.

Article 17: EXPENSE ALLOWANCES

17.01 Mileage Reimbursement

The Board shall reimburse the then current IRS mileage allowance to unit members who by the nature of their assignments qualify for an IRS business mileage deduction.

A. Such unit members shall receive timely notice from the Board of eligibility and of the then current mileage reimbursement rate. Mileage will be paid

from the employee's home building as a starting address using google miles.

B. Eligible unit members will be reimbursed within thirty (30) days of submission of a mileage expense voucher except that mileage expense vouchers may not be turned in more than once monthly and must be turned in by June 30 in the school year the expense was incurred.

C. If a unit member believes he/she should be or should have been eligible for mileage reimbursement, he/she should first contact his/her supervisor. After contacting the supervisor, if there is still a question regarding eligibility, the question should be directed to the Director of Human Resources.

17.02 Tuition Reimbursement

Unit members having completed at least one (1) year of service in the employment of the Board shall be eligible to receive from the Board supplemental expense reimbursement for college credit as follows:

A. Official transcripts must be submitted for reimbursement no later than ninety (90) days after completion of the class. Unit members must receive a passing grade to qualify for reimbursement.

B. The reimbursement will be paid within thirty (30) days of submission to the Director of Human Resources an official transcript reflecting the additional hours earned.

C. The reimbursement will be the actual tuition up to a maximum of three thousand ($3000) per fiscal year.

D. The credit hours earned must be additional course work related to the unit member's current assignment and/or areas of certification. Reimbursement for other course work will be made only if the unit member receives prior written approval from the Superintendent or designee.

17.03 Uniform Expenses

The Board will provide uniforms for maintenance, mechanics and custodians who elect to wear approved uniforms.

17.04 Licensing/Certification

Any custodian, maintenance or bus driver unit member who is required to obtain a license/certificate will have his/her reasonable and customary fees reimbursed by the Board.

17.05 Workshop, Seminar and Professional Conference Expenses

Unit members' workshop, seminar and professional conference expenses shall be reimbursed subject to the Professional Conference Leave provisions elsewhere in this Agreement, provided requirements outlined in Article 19.06 are met.

ARTICLE 18: STRS/SERS REMITTANCE

The Board shall remit the applicable STRS and SERS employee contributions for all unit members utilizing the salary/wage reduction method subject to legal conditions and procedures.

ARTICLE 19: LEAVES OF ABSENCES

19.01 Sick Leave

All unit members have paid sick leave rights and responsibilities as follows:

A. Sick leave shall be earned at the rate of one and one-fourth (1 1/4) days per month of the calendar year for a total of fifteen (15) days annually to a maximum accumulation of Three Hundred Fifty (350) days. Any unit member who loses sick leave as a result of the maximum limit shall be paid one-eighth (1/8) of his/her per diem pay for each sick leave day lost, payable at the end of the given work year.

B. Unit members who do not qualify for at least fifteen (15) days of sick leave credit from other public employment will be advanced five (5) days of sick leave.

1. As the unit member subsequently earns sick leave days, the advance will be repaid to the Board prior to the unit member accumulating any additional sick leave days.

2. Should the unit member cease to be employed by the Board, any portion of the advanced sick leave not used and not repaid will be returned to the Board and for that portion of the advanced sick leave which was used but not repaid, if any, the unit member will be held financially responsible for reimbursing the Board the per diem rate for each day.

C. To use sick leave, the unit member must furnish the Board with a written, signed statement on a form prescribed by the Board to justify the use of the leave.

1. On such form, the unit member will indicate if he/she consulted a physician or practitioner of healing arts and, if so, will authorize the Board to verify the date(s) of the consultation(s).

2. In case of prolonged absence, the unit member may be required to report his/her absence once a month and to give advance notice, when and to the degree reasonably possible, of the intended date of return to work.

3. Abuse of sick leave may result in unit members being subject to disciplinary action. The burden of proof lies with the administration.

4. The Board may require an employee to submit a physician's note if one of the following events occur:

   a. The employee is absent from work for 3 consecutive days.
   b. The employee has been absent from work 5 or more days in one quarter.

   An employee may choose to submit the physician's note with the attendance variation form or the employee may submit their physician's form directly to The Office of Human Resources. Any medical information will be stored in a separate file and is not a part of the employee's personnel file.

D. Unit members may use sick leave for absences due to personal illness, injury, exposure to contagious disease, and illness, injury or death (bereavement) to a member of his/her immediate family.

1. Sick leave use will be by one quarter (1/4) day increments.

2. Members of the unit member's immediate family shall be: spouse, child, step or foster child, parent, sibling, other persons residing in the unit member's home, and other relatives by blood or law for whom the unit member can demonstrate a level of responsibility similar to that he/she shows for the listed relatives.

E. The number of earned sick leave days will be shown on each paycheck stub.

F. The number of accumulated sick leave days credited to but not used by a member when that unit member separates from employment with the Board and is subsequently employed by another Ohio public employer whose accumulated sick leave will be transferred to the other Ohio public employer except for those accumulated sick leave days exhausted as a result of the unit member exercising his/her right to separation pay as provided for elsewhere in this Agreement.

19.02 Sick Leave Bank

A. The purpose of the Sick Leave Bank is to provide paid days for serious personal illness or family illness to contributors to the Bank who have

exhausted their accumulated sick days and who are experiencing prolonged personal or family illness that is an emergency and/or catastrophic in nature. Allotments will be limited to participating employees for use only in cases of illness, injury or non-elective surgery occurring under unusual, severe or emergency conditions as determined by the Sick Leave Bank Committee (SLBC).

B. Members choosing to enroll in the Sick Leave Bank must do so before the end of the month of September of each school year.

Upon enrollment, a member shall contribute one (1) of his/her accumulated sick days to the Sick Leave Bank in the month of October. Days contributed to the Sick Leave Bank are non-returnable.

Enrollment in the Sick Leave Bank shall be continuous from year to year until a member withdraws. Withdrawals are accepted only during an enrollment period (prior to the end of September of the current school year) and only upon written notice by the member to the SLBC of his/her intent to withdraw.

C. New employees hired after the enrollment period shall have thirty (30) calendar days from the date of hire to enroll in the SLB. After enrolled in the SLB, those new employees shall contribute one (1) sick day from their next accumulated day.

D. The SLBC shall be composed as follows:

1. The Superintendent or designee.
2. Four members appointed by the TMEA President.

The SLBC shall review and approve or deny all applications to the Sick Leave Bank. The SLBC shall also determine the necessity for additional contributions to the Bank and shall notify Bank members of the need for said contributions.

The SLBC shall be responsible for reporting data concerning the Sick Leave Bank to the Treasurer.

Decisions of the SLBC are final and are not subject to the grievance procedure.

The SLBC shall review the operation of the Sick Leave Bank annually, and shall make recommendations, if necessary, for modifications of the plan to the negotiating teams of the ASSOCIATION and the BOARD.

E. General Procedures

1. An application for an allotment from the Sick Leave Bank will be accepted only from those individuals who have contributed to the Bank.
2. Allotments will be limited to use for serious personal illness/injury and serious illness/injury in the immediate family. A doctor's statement is required with the application outlining the catastrophic nature of the request in order for the request to be considered.
3. An application will be considered only after a member has used all of his/her available leave days and available sick day advances.
4. Days allotted from the Sick Leave Bank will be paid at 100% of the member's daily rate of pay.
5. Once qualified to receive an allotment from the Bank, the maximum number of days a member may receive from the Sick Leave Bank shall not exceed the annual number of workdays. Allotments from the Sick Leave Bank shall commence on the first day of absence or other available paid leave. Allotments from the Sick Leave Bank may be renewed by the SLBC, for each ten (10) day period, upon application by the member.
6. Allotments from the Sick Leave Bank will be made only for absences under a member's normal contract. Allotments will not be made for absences in programs such as summer school, extended services, or any other part-time or second position held by a member with a full-time contract.
7. Use of the Sick Leave Bank for complications arising from pregnancy or childbirth may be authorized by the SLBC.
8. Days may not be received from the Bank for absences due to disabilities that qualify the member for Workers Compensation personal benefits, unless the member has exhausted all such benefits and his/her own accumulated sick days.
9. Whenever the total number of available days in the Sick Leave Bank falls below fifteen (15), the SLBC may require the Sick Leave Bank enrollees to donate up to one (1) additional day of their accumulated sick days to the Sick Leave Bank.

19.03 Assault Leave

A unit member who must be absent due to physical or mental disability resulting from an unprovoked assault on such unit member will be entitled to receive paid assault leave under the following conditions:

A. The assault must have occurred in the course of the unit member's employment with the Board.

B. The cause of the disability must be one that would entitle the unit member to worker's compensation under the Ohio Revised Code.

C. Assault leave, not chargeable to sick leave, will be limited to a maximum of thirty (30) days. To be eligible for assault leave, the unit member must meet the qualifications of medical leave as found elsewhere in this Agreement.

D. Assault for which this leave is provided will be defined as that associated with common law as well as that defined under the criminal statutes of the State of Ohio.

19.04 Personal Leave

Unit members will be granted up to three (3) days of personal leave each contract year.

A. Personal leave may be used in one-half ($^1/_2$) day increments.

1. Unit members will give at least five (5) workdays advance written notice of intent to use personal leave.
2. Such use will not be on the last day before or the first day after a work recess or holiday, not including two-day weekends.
3. Such use is not in conjunction with other paid leave days.
4. The reason for the use will be consistent with the purpose for personal leave as established in subsection B. below.
5. Personal leave shall be granted on a first-come first-serve basis, but subject to the following limits on use for each building:

    a. for each elementary building, no more than five (5) unit members on the same day;
    b. for each middle school building, no more than five (5) unit members on the same day;
    c. for the high school building, no more than five (5) unit members on the same day; and
    d. for the bus garage, no more than two (2) unit members on the same day.

B. The purpose for personal leave is to give a unit member the opportunity to attend to personal business and matters which cannot be attended to outside of the unit member's workday.

1. Personal leave may be used in conjunction with and as an extension of other paid leaves when the unit member has exhausted such other paid leave credits.
2. Personal leave may not be used in conjunction with, or as an extension of, paid vacation time or an opportunity to serve another employer.

C. When a unit member does not qualify for or is in doubt of the appropriateness of use of personal leave per subsections 19.04 A and/or

19.04 B above, he/she may request that the Superintendent nevertheless grant him/her such use.

1. Such request will be made in writing.
2. Such request will specify in reasonable detail the circumstances by which the unit member feels he/she should be granted use of personal leave.
3. In responding to the request, the Superintendent will treat like circumstances in like ways and if the reason for the leave is both consistent with Section B, above, and of an emergency nature, the request will be granted.

D. Personal leave may not be accumulated or carried from year to year but unit members who do not use all of their personal leave by the end of their work year will, within thirty (30) days thereof, receive a bonus payment equal to their per diem for each of the three (3) personal leave days they did not use.

E. A unit member that leaves the District prior to January 1st, is only eligible for 1 and 1/2 personal leave days. An employee who leaves the district and does not work a minimum of 4 months in the year is only eligible for 1 and 1/2 personal leave days. In the event that a unit member has used all 3 personal leave days and leaves the district prior to January 1 or does not work the minimum of 4 months, the unit member will be charged back one and one-half (1 1/2) days of pay.

19.05 Court Appearances

Any unit member selected as a juror, ordered to appear for jury selection or subpoenaed as a witness in court shall be granted paid court appearance leave subject to the following conditions:

A. The unit member will give as much advance, written notice as is reasonably possible of the need.

B. The unit member will forward to the Board, within thirty (30) days the compensation, if any, he/she received from any and all third parties to this Agreement for making the court appearance.

This court leave does not apply for a court appearance in a case in which the employee is a party (plaintiff or defendant).

19.06 Professional Conference Leave

Subject to at least thirty (30) workdays advance written request to Building Principal or appropriate Supervisor and subsequent approval from the Superintendent or designee on forms prescribed by the Board, unit members shall be entitled to paid professional conference leave at their respective per diems and expense reimbursement for professional conferences, in-service

programs and/or workshops associated with their respective work for the Board. In the event the request has been submitted after the thirty (30) day guideline, it will be given consideration.

A. Expense reimbursement will be limited to actual and necessary expenses incurred by the unit member as a direct result of the professional conference leave. The unit member's total maximum expense reimbursement per conference will be set by the Superintendent or designee at the time the leave request is approved.

B. A unit member who has had a professional conference leave request approved but who believes the expense limits placed by the Superintendent or designee in giving that approval are too restrictive, may withdraw the leave request without prejudice.

C. In responding to professional conference leave requests and in setting expense limits per this provision, the Superintendent or designee will treat like circumstances in like ways.

D. The Board Treasurer will reimburse unit member for approved leave expenses within thirty (30) days of the unit member's submitting vouchers and receipts for the expenses.

E. Receipts submitted to the Treasurer for reimbursement after thirty (30) days from the date of the professional leave will not be reimbursed.

19.07 Sabbatical Leave

Staff, upon written request to the Board, may be granted a leave of absence in compliance with Section 3319.131 of the Ohio Revised Code. The following provisions shall govern sabbatical leave:

A. A member of the full-time staff shall have completed five (5) consecutive years of experience within the Trotwood-Madison City School System at the time of written request.

B. An applicant requesting sabbatical leave shall submit a plan outlining his/her intended program for professional improvement.

C. The applicant shall submit a legal instrument indicating his/her intent of returning to the Trotwood-Madison City School System. The instrument shall also contain equitable liabilities (monetary) equivalent to stipends paid to the person while on sabbatical leave. On or before April 1, a letter of intent to return or not return must be received by the Superintendent. If the legal instrument is violated and/or not adhered to, the stipend shall be refused and refunded to the Board on or within fifteen (15) days from date of breach.

D. The partial salary shall be paid as a stipend as determined by the Ohio Statutes Section 3319.191 of the Ohio Revised Code.

E. No more than two percent (2%) of the certificated or support staff shall be granted sabbatical leave concurrently.

F. Additional sabbatical leave may be made available upon completion of five (5) additional years of educational experience in the Trotwood-Madison City Schools, in accordance with Section 3319.131 of the Ohio Revised Code, provided the applicant adheres to the above stipulations.

G. Members of the staff returning from sabbatical leave shall return to an assignment within the Trotwood-Madison City Schools.

H. A year of sabbatical leave shall not count as a year credit for placement on the salary schedule.

I. If a sabbatical leave is denied, signed written reasons will be given for the denial within four (4) administrative working days of notice of denial.

19.08 Military Leave

The Board will follow Ohio Revised Code Chapter 59 and The Uniformed Services Employment and Reemployment Act, Title 38 of the U.S. Code Chapter 43 with respect to all military leaves.

19.09 Unpaid Medical Leave

Upon verification of need and written request submitted to the Superintendent, a unit member may be granted up to two (2) years unpaid medical leave.

A. Unit members must file with the Board at least thirty (30) days advance written notice of intent to return from this leave.

1. The Board may require the ending of this leave to coincide with the next closest end of a grading period, semester or beginning of a new work year.
2. The Board may require unit members returning from this leave to submit medical evidence that they are able to return to work.

B. Renewal of this leave without a return to work is subject to advance written request to the Superintendent from unit members and advance written approval from the Superintendent or designee.

1. Subsequent leaves following return to work do not fall under this subsection.
2. In responding to such requests for renewal of unpaid medical leaves, the Superintendent or designees shall treat like circumstances in like ways.

19.10 Other Unpaid Leaves

Upon verification of purpose and written request submitted to the Superintendent, unit members may be granted short term unpaid leaves, not to exceed thirty (30) days in any given work year and/or long-term unpaid leaves, not to exceed two (2) years, subject to the following conditions:

A. Unit members who wish to be granted unpaid leaves of absence must file written requests for same with the Superintendent or designee at least thirty (30) days in advance.

1. In responding to requests for this leave, the Superintendent or designee will treat like circumstances in like ways.
2. When the request for unpaid leave is based on a need which would be applicable to paid leave but the unit member in question has exhausted the paid leave, the request may be granted.
3. When the request for unpaid leave is associated with the given unit member's child-rearing responsibilities, the request may be granted.

B. In the case of a long-term unpaid leave, a unit member must file with the Board at least thirty (30) days advance written notice of intent to return from this leave and the Board may require the ending of this leave to coincide with the next closest end of a grading period, semester or beginning of a new work year.

C. Renewal of short- or long-term unpaid leaves is subject to advance written request to the Superintendent from unit members and written approval from the Superintendent or designee per the same conditions that applied to initially requesting the leaves.

19.11 Family and Medical Leave

A. The parties agree to abide by the provision of the Federal and Medical Leave Act of 1993 ("FMLA"). The parties to this Agreement agree that all benefits guaranteed by the FMLA will be provided to eligible employees covered by the Agreement.

Each party shall retain all rights accorded to them by the FMLA.

B. To be eligible for FMLA leave, an employee must have one (1) year of service with the Board and must also have actually worked a total of 1,250 hours for the Board during the 12 months immediately preceding the date on which the FMLA leave would begin.

C. Leave Provisions:

1. Each eligible employee is entitled to up to a combined total of 12 weeks of unpaid FMLA leave per year for any one, or more, of the

following reasons: (I) The birth of the employee's son or daughter, and to care for the newborn child; (II) The placement with the employee of a son or daughter for adoption or foster care, and to care for the newly placed child; (III) To care for the employee's spouse, son, daughter, or parent with a serious health condition; and (IV) Because of a serious health condition that makes the employee unable to perform one or more of the essential functions of his or her job. An eligible employee is not entitled to a separate 12 weeks of FMLA leave for each of these four reasons, but only up to 12 weeks among these four reasons.

2. An eligible employee may choose to substitute certain other types of accrued paid and unpaid leave for FMLA leave, as permitted by the FMLA.
3. FMLA leave taken for reasons (I) and (II) must be concluded within one year of the birth or placement. The employee must give the Board thirty days' notice of the birth of placement if possible, or as much notice as possible, if less than thirty days.
4. FMLA leave taken for reasons (III) or (IV) may be taken intermittently, when medically necessary. The employee will attempt to schedule intermittent FMLA leave so as not to unduly disrupt their work.

D. Protection of Employment and Insurance

1. The Board shall return the employee taking a leave under this Section to the same position he/she occupied prior to the leave, if taken during the same school year.
2. The Board shall continue to pay the board contribution to the current group health plan for the employee while they are on FMLA leave.
3. The taking of FMLA leave shall not result in the loss of any employment benefit accrued prior to the date the leave commenced.

E. The Board may require medical certification from a licensed physician as to the medical necessity for FMLA leave taken for reasons (III) or (IV). Such certification will include a statement by the physician that the employee is unable to perform one or more of the essential functions of his/her position, or that their presence is required to care for the employee's spouse, parent, son or daughter with a serious health condition. This section shall be uniformly applied.

19.12 Bereavement Leave

A. A unit member shall be allowed three (3) days of absence without loss of regular pay, not chargeable against sick leave, in the event of a death in the immediate family.

B. A unit member will be allowed one (1) day of absence without loss of regular pay, not chargeable against sick leave, to attend the funeral of other relatives.

C. If the death of a member of the immediate family or other relative occurs at a distance greater than 150 (Google) miles from Trotwood, Ohio (one-way), the employee is eligible for up to two (2) additional days without the loss of regular pay, not chargeable against sick leave for travel time.

D. Members of the unit member's immediate family shall be: spouse, child, step or foster child, parent, mother-in-law, father-in-law, sibling, grandparent, grandchild, and other persons residing in the unit member's home, and other relatives by blood or law for whom the unit member can demonstrate a level of responsibility similar to that he/she shows for the listed relatives.

ARTICLE 20: HEALTH, SAFETY, AND OTHER EMERGENCY DAYS

A. Except as set forth herein, unit members shall be paid for all regularly scheduled work lost when their building is closed and/or regular work is cancelled by order of the Superintendent or designee due to an epidemic, bad weather or other such emergency. These days shall be known a "emergency days".

1. Unit members, other than those whose attendance to duty is critical to the needs of the school district during emergency days, shall not be required to report to work or make emergency days unless the District does not meet the minimum number of instructional hours defined by law. In this case, additional days will be added to the end of the school year. The District may require teachers to send home additional work to supplement instruction lost during an emergency day.

B. Unit members whose attendance to duty is critical to the needs of the school district may be required to report to work on emergency days.

1. Those unit members who are required to report to work on a emergency day and who, out of a reasonable concern for life or property are unable to do so, shall suffer no loss of pay or other adverse action for failing to so report provided they provide subsequent written notice to the Superintendent or designee as to why they were unable to report.
2. Unit members who are required to work on a emergency day shall receive their regular pay for the day. In addition to their regular pay, unit members will receive their hourly rate for the hours worked on the emergency day or at the unit member's option may waive the

extra pay and be credited with extra vacation for the year in question.

a. Should these unit members subsequently be required to report to work on make-up days per Section A.2. above, these unit members shall also receive their regular rate of pay for the make-up days.

b. If unit members opt for the vacation credit, they shall be granted vacation time equal to time worked on emergency days.

ARTICLE 21: OTHER WORKING CONDITIONS

21.01 Class Size, Staffing Levels, and Class Load

A. It shall be the goal of the Board and Administration to establish and maintain the most favorable class size possible, consistent with the financial condition of the school district, state minimum standards and the availability of teaching space. Class sizes shall be adjusted as equitable as possible within each school building.

B. Elementary and middle school regular teachers (sending and receiving) will meet in Teacher Based Teams (TBT) and make recommendations for class assignments to each Building Leadership Team (BLT). The BLT will make class scheduling recommendations to the Building Principal. Building Principals will finalize class assignments after all recommendations are received and considered.

On the secondary level, the number of students on an IEP, and identified 504 students will be fairly and equitably dispersed among the teachers per subject area/course number. At each grade level, with the exception of self-contained units, the number of students with disabilities will comprise no more than thirty-five (35%) of a teacher's class roster without additional classroom supports in place.

C. In accordance with the Ohio Department of Education's District Funding Model, the goal for class sizes for classroom instruction except for related arts classes are as follows:

a. Kindergarten: up to 24 students with an educational aide, up to 20 students without a classroom educational aide
b. Grades 1-3: up to 23 students
c. Grades 4-8: up to 25 students
d. Grades 9-12: up to 27 students

D. Special Education
The Board shall endeavor to ensure that pupil-teacher ratios in all special education classes meet ODEW standards.

E. If/when the TMEA has concerns with class size and staffing issues, such concerns shall be referred to the building and district level labor management committees. Should there be a time that class sizes exceed the recommended model above, the Superintendent and/or designee and TMEA President will meet with the building principal and grade level/content team leader to discuss a plan to address the concern.

21.02 Lesson Plans

Prior to the start of each week, teachers will have a week's worth of daily written lesson plans available for review by the building principal. Principals may request the submission of lesson plans either electronically or through paper form.

Daily lesson plans will include at least the following elements:

1. Grade level/Subject Area Standards
2. Instructional Objectives
3. Teaching Activities
4. Materials/Resources
5. Evaluation Procedures

When writing lesson plans, teachers shall not be required to duplicate or copy Information contained in teacher editions of assigned textbooks or in other curriculum guides.

21.03 Complaints

At the beginning of each school year T-M building principals/supervisors will discuss and distribute Board Policy 9130 (Public Complaints) to each unit member.

21.04 Bus Drivers

The following conditions apply to bus drivers.

A. Driver Qualification:

1. The Board shall have bus drivers examined by a physician on not less than an annual basis to determine the driver's fitness to perform the duties of a bus driver. Such examination(s) shall be at no cost to the driver.
2. In the event the Board's examination determines the driver to be unfit to perform the duties of a bus driver, the employee may submit an examination report by a physician of the driver's choice to the

transportation supervisor, but the cost of this examination/report shall be paid by the employee.

3. When the reports of the two (2) physicians are in conflict as to a driver's fitness to perform the duties of a bus driver, the conflicting reports shall be submitted to a third physician for final determination. The cost of the third physician's report and examination, if necessary, shall be borne equally by the Board and the Association.
4. Whenever a driver is determined to be unfit to perform the duties of a bus driver because of mental or physical unfitness, such driver shall be placed upon a leave of absence without pay for a period not to exceed one (1) year for the purpose of undergoing treatment. Following successful treatment and certification by the treating physician, and approval by the Board appointed physician, that the driver is fit to perform the duties of a bus driver, the driver shall be returned to duty without loss of seniority. The Board may require the employee to submit a physician's report regarding the driver's condition at least every thirty (30) days during the one (1) year unpaid leave of absence period.
5. The employment of a driver shall be subject to automatic termination at the expiration of one (1) year unpaid leave of absence period or if he/she otherwise fails or ceases to qualify as a bus driver in accordance with the laws and/or regulations of the State of Ohio.
6. All drivers, as a condition of continued employment, shall be required to file with the transportation supervisor all traffic convictions and citations within twenty-four (24) hours or the next business day of such conviction or citation.
7. All drivers who acquire more than six (6) points on their driver's record shall be terminated.
8. The order of non-drivers to run bus routes will be:
    1. Assistant Transportation Supervisor
    2. Transportation Supervisor
    3. Mechanic
    4. Foreman

B. Bus Washing and Summer Bus Yard Work

Bus drivers shall have the right of first refusal to wash his/her bus during the work year. Bus drivers and bus aides shall bid on summer bus yard work and this shall be awarded in order of seniority, with the exception being that the awarding of such work not cause the driver or aide to exceed 40 hours in the workweek. Drivers who exercise the right to do such work shall be paid for actual time worked at the "zero" step of Column IV of the support staff wage schedule. Drivers will receive their pay for these extra services by no later than first full pay period following each pay period in which pay was earned.

C. Route Time

Bus drivers will be paid for the actual time spent on a given day's run(s).

1. Estimated driving time for routes is to be fairly and accurately determined by no later than October 1 of the given work year. Drivers shall be provided written notification of their estimated drive time by October 1. In the event actual driving time diminishes twenty percent (20%) or greater after route bid, such driver(s),based upon seniority, will be given preference to drive extra routes or perform other duties as assigned.

2. Bus drivers will clock in fifteen (15) minutes prior to the start of each morning and afternoon run, and ten (10) minutes prior to the start of each mid-day run. Such extra time prior to the beginning of each run shall be spent on duties as assigned including but not limited to gassing the bus, daily cleaning of the bus, fulfilling record-keeping regarding student behavior, and warming buses in cold weather. If drivers are asked to meet with principals, they will be paid their regular rate of pay for attending such meetings. There shall be a five (5) minute grace period immediately following the defined clock in/out times, during which no employee shall suffer harm, discipline or loss of employment status for violations of established clock in time as long as such incidents do not exceed five (5) times in the school year**.**

D. Extra Pay

Bus drivers will receive extra pay for actual time spent in required meetings, required in-service sessions, and student suspension or expulsion hearings. Drivers will also receive a safe driving bonus in the amount of Five Hundred Dollars ($500.00) if the driver does not have any accidents or traffic offenses during the school year. Payment will be made in the second pay in June.

E. Route Selection

1. Selection Process Appointments:

   a. Selection will be done no more than fourteen (14) working days before the earliest starting date of the school year. Appointments will be scheduled at fifteen (15) minutes intervals from 9:00 a.m. to 12:00 noon, and from 1:00 p.m. to 3:00 p.m.
   b. Appointments for selections will be assigned by seniority during the last week of the school year for the next year.
   c. Drivers will initial their time when it is assigned.
   d. No reminders will be given. Drivers will be solely responsible for knowing the scheduled selection time once it has been

assigned and initialed. Appointment times will be posted on the Association bulletin board in the drivers' lounge and may be viewed from 9:00 a.m. to 3:00 p.m. throughout the summer.

2. Route Package Review

   a. Route packages will be available for review no less than three (3) working days before the selection appointments begin. These dates are to be specified before the end of the previous school year.
   b. At least two (2) route package books will be placed in the drivers' lounge and will be available for review from 8:00 a.m. to 3:00 p.m. during the review time.

3. Route Package Selection

   a. At the time of the assigned route selection appointment, the driver will remove his/her selected route from the designated route package book and present that route package to the supervisor and/or his/her designee.
   b. The supervisor or his/her designee will assign that route package to that driver and the driver will sign for the route to show his/her selection and acceptance of such.
   c. Drivers must select their route package during the fifteen (15) minutes of the assigned time or the driver may submit a list of his/her choices in order of their preference to the supervisor before the first appointment of the selection process. This list should include the number of choices equal to his/her position on the seniority list.
      IN CASE OF EMERGENCY A DRIVER COULD USE THE FOLLOWING PROCEDURE FOR BIDDING: The driver may call the supervisor at his/her office before or during said driver's assigned time and make his/her selection known.
   d. Both of these back-up selection procedures will be witnessed and initialed by another non-supervisory transportation employee.
   e. Should a driver miss his/her assigned appointment time and not follow one or the other of the back-up procedures, the driver's name will fall to the bottom of the seniority list and a route package will be assigned to him/her when the selection process appointments are completed.
   f. Any extra route will be selected by seniority no later than the day before the school year begins in a manner similar to that used in regular route selection, with the exception that the awarding of any extra routes shall not cause the driver to exceed forty (40) hours in the workweek.

F. Field Trips

1. Field trips shall be offered and assigned to an employee no less than 72 hours prior to the start date/time of the trip (see exceptions below). Except for scheduled field trips which are likely to exceed nine and one-half ($9^1/_2$) hours, drivers willing to accept an assignment to drive for a field trip shall initial their acceptance or refusal of a posted trip no later than forty-eight (48) hours prior to the commencement of the scheduled field trip. Un-initialed trips shall be deemed to be refusals and the field trip shall be offered to the next most senior employee on the bus driver – seniority list (the list) who has not yet been offered an assignment. Drivers that refuse to drive a previously accepted field trip for reasons other than those of an emergency nature shall be subject to the district's progressive discipline process. Field trip assignments shall rotate among those drivers initialing acceptance as set forth below. Cancelled field trips shall not be charged as an acceptance or refusal unless the driver has been paid. At the start of each contract year (July 1st, annually), a new seniority list will be used.

EXCEPTIONS

1. Field trips that become available outside of the 48-hour assignment threshold, and/or a field trip that is "handed back" or rejected by an assigned driver on the same date as the field trip is scheduled, and/or a field trip that is received by the Transportation Department on the same date as the field trip is scheduled shall be known as "emergency" trips and shall be subject to the provisions set forth in 21.05(F) # 7 below.

2. Beginning on August 1, 2015 and continuing through the term of the collective bargaining agreement (CBA), all field trips shall be assigned based on the classified – bus driver seniority list; herein after to be referred to as "the list".

3. The aforementioned seniority list shall be created by the District and shall be posted on the TMEA Bulletin Board in the Transportation Department. If errors are made in the creation of the seniority list, employees shall send written notice of the error and a correction to their immediate supervisor no later than 72 hours following the posting of the list. In the event that an employee fails to provide notice of the error(s) within the time line set forth herein, the District shall have no obligation to make corrections.

4. All field trip assignments shall be first offered to the most senior employee on the list who has not yet been assigned a trip in the manner set forth here-in.

5. Once an employee has accepted or rejected an assignment to a field trip, subsequent assignments shall be offered to the next most senior employee

on the list. This process shall continue until all employees on the list have been offered an assignment and have accepted or refused the offer. Once all employees on the list have been offered an assignment, subsequent assignment offers shall be made to the most senior employee on the list and the process shall begin again.

6. When the start/end time of a field trip conflicts with the regular route of the employee who is next on the list, the District shall assign a substitute driver, if available, to the last section of that employee's regular route to allow assignment of the field trip to the employee next in the rotation. If no substitute driver is available, then the employee forfeits the field trip, resulting in it becoming an Emergency Field Trip subject to the provisions in 21.05(F) #7.

7. An Emergency Field Trip is a trip that becomes available outside of the threshold established in #1. Management reserves the right to assign the Emergency Field Trip to any available driver. Due to the last minute nature of Emergency Field Trips, a driver who is unable to accept the offer to accept an emergency trip and rejects the offer, shall not lose his/her place on the list. A driver who accepts an emergency field trip shall maintain his/her "next up" status on the list.

8. In the event a driver who has been assigned a field trip arrives late or fails to fully complete his/her regular scheduled route assignment immediately prior to the scheduled field trip, that driver may lose the assigned field trip assignment. The driver shall be maintained in his/her current position and status on the field trip rotation list. The field trip shall be assigned to the next eligible driver on the field trip rotation list up through three (3) drivers. After the attempt to apply the seniority list through three (3) drivers, the trip is now deemed an Emergency Field Trip subject to the provision in 21.05(F) #7.

9. There shall be no "conflicts" for any field trip, extra work, or after school program routes. For this item, "conflicts" are defined as responsibilities undertaken by a driver associated with holding another assignment with the District. Due to the other assignment, the driver cannot accept an offer to drive a field trip due to conflicting work schedules and by default rejects the field trip assignment. The driver remains eligible to accept other field trip assignments that do not pose a "conflict".

10. If a driver rejects or refuses three (3) consecutive field trip assignments that he/she has previously accepted (signed for), that driver shall be deemed ineligible for assignment to the next available field trip and shall lose one (1) status position on the field trip rotation list. After the loss of one (1) field trip assignment, that driver's eligibility and status position on the field trip rotation list shall be restored.

11. Any and all extra work requiring the assignment of a bus driver and scheduled beyond the regular daily bus routes, shall be posted on the field

trip posting board and shall be assigned to the next available and eligible driver on the field trip rotation list.

12. If a field trip is cancelled prior to the driver/bus leaving the transportation parking lot, the driver shall be assigned to the next posted field trip.

13. If a field trip is cancelled after the driver/bus has left the transportation parking lot, the driver shall be compensated for two (2) hours at his/her contracted rate of pay.

14. On Board Instructors (OBIs) shall be compensated an additional $1.50 per hour over their regular hourly rate of pay for all hours during which they are training and/or testing other employees.

15. When a mid-day bus route is temporarily vacant ten (10) or more regular work days, the district shall assign the temporary route to an available driver using a rotation system that is similar to the field trip rotation list.

21.05 Custodians

A. When building overtime for custodians is necessary, the opportunity to work shall first be offered to employees currently assigned to that building. Assignments shall otherwise be on a rotating basis from the system-wide overtime list**.** Once all employees on the list have been offered an assignment, subsequent assignment offers shall be made to the most senior employee on the list and the process shall begin again.

B. Except as altered by Subsection A, above and Subsection D, below, the applicable supervisor shall assign overtime in a respective building from the system-wide custodian classification list. Employees with the least number of charged hours on the system-wide list shall be offered the overtime hours first, in numerical order, until the district needs are filled. If the need for overtime is not filled after the employees have been given the opportunity to work the needed overtime, over-time assignments will be made by the supervisor from the system-wide list starting with the employee with the least number of charged hours on the system-wide list.

C. For purposes of this section, building overtime for custodians shall include those overtime assignments for the activities pertaining to the building and lands adjacent to the building.

D. Overtime hours worked on an emergency basis will be added to the system-wide list which determines who should be first asked to work any overtime. It remains the prerogative of the supervisor to determine what is an emergency situation during the eight-hour shift. Immediately available personnel, lowest on the system-wide list, will be asked to work the emergency overtime. A custodian offered overtime by reason of the system-wide list, whether he works the overtime or not, shall be credited

with overtime on the system-wide list unless such overtime offer was two hours or less and the employee was not on the job at the time of the offer.

21.06 Food Service

A. If the schedule of the food service staff allows, substitute work shall be offered to the building's food service staff on a rotating seniority basis. Whether the unit member accepts or declines the offer of substitute work, his/her name will be placed at the end of the list.

21.07 Extra Time Rotation for Maintenance and Mechanics

Extra time is defined as any pay that is earned beyond an employee's regular pay. Extra time includes straight time (extra hours at a regular rate of pay), overtime (hours worked beyond 40 hours in a given work period paid at time and a half), holiday (hours worked on a designated holiday paid at two times the regular rate of pay).

The parties agree that there will be one rotation list based on seniority, among the maintenance employees and mechanics when extra time is requested by the Trotwood-Madison City Schools. Once all employees on the list have been offered an assignment, subsequent assignment offers shall be made to the most senior employee on the list and the process shall begin again.

The individuals included in this rotation will be the mechanics, the mechanic's helper, the groundskeeper, the maintenance worker and also, the maintenance foremen (when a supervisor of buildings and grounds is employed).

Each time an employee refuses extra time he will have his name put at the bottom of the rotation list.

If an employee is unavailable, the employee will not be charged for extra time and will maintain his/her place in the rotation. An employee may become available by providing written notification to the Building and Grounds Supervisor.

21.08 Regular Employees Who Accept Casual, Temporary, and/or Seasonal Employment:

The parties agree and understand that bargaining unit members are covered by the terms and conditions of the contract during their regular employment. If they seek and accept some other casual, temporary, and/or seasonal employment with the district, they are not covered by the contract. However, when the district has need of casual, temporary, and/or seasonal employment which has historically been offered or which the district chooses to offer members of the bargaining unit, members of the bargaining unit will have the right to this employment before it is offered to non-bargaining unit members.

Any casual, temporary, and/or seasonal employment does not accrue additional benefits afforded regular employees, i.e., vacation, seniority, holiday or leave, insurance and/or other benefits provided to regular employees.

21.09 Electronic Attendance

All unit members are required to use the timekeeping system to sign in/out of their respective work assignments.

21.10 Student Discipline

A. A Student Code of Conduct Review Team comprised of an equal number, not less than four (4), representatives appointed by the Association and four (4) administrative members appointed by the Superintendent, shall annually review the Student Code of Conduct for effectiveness. Student transportation conduct shall be consistent with ODE Transportation and Safety Rules § 3301-83-08, (*effective July, 2012*).

B. The Student Code of Conduct will be consistently applied by building administrators. Evidence of the consistency will be the discipline referrals generated by the staff and bus drivers and the dispensations of the referrals by the administrator. Building administrators must respond to the discipline referral to the originating staff or bus driver within forty-eight (48) hours. In the event the administrator is out of the building, the response will be given within twenty-four (24) hours of his/her return.

C. Given the present level of resources, buildings may repurpose staff to alternative settings within the building to address chronic discipline cases. The repurposing of staff shall be voluntary. Involuntary transfers will not be used to provide alternative settings within buildings or the district.

ARTICLE 22: DISTRICT COMMITEES

22.01 Labor Management Committee

District Level. A committee shall be established as an aid to communications and collaboratively resolve problems between the parties of this Agreement. The membership of this committee shall be the Superintendent (or designee) and a maximum of three (3) other persons appointed by the Superintendent, and the President of the Trotwood-Madison Education Association (or designee) and a maximum of three (3) additional persons selected by the TMEA. Annually the District LMC will collaboratively provide professional development to each building LMC.

This committee shall meet during the school year every month beginning in September. The parties shall meet on the fourth (4) Wednesday of the month except as otherwise mutually agreed. The meeting dates shall be placed on the

district calendar. The President of the Association and the Superintendent shall mutually agree on the time and place of the meeting. Agenda items shall be submitted by the third Wednesday of the month at which time the agenda shall be distributed to both parties. If no items are submitted for the agenda, no meeting will be held. Additional people may be invited by mutual agreement. Minutes of the District Level LMC will be sent to all staff members via email no later than five (5) working days after the meeting.

Building Level. A Labor Management committee shall be established in each school building, the transportation department and the maintenance department for the purpose of improving communications and collaboratively resolve building problems between Labor and Management.

In addition, each building LMC will review discipline referral data at each monthly meeting to determine problems or issues with discipline and the appropriate resolution with grade level input, if applicable. This data will be supplied by Administration. Evidence will be in meeting agendas and minutes.

Each committee shall be composed of not more than five (5) nor less than three (3) TMEA employees to be elected by their colleagues and up to an equal number of administrators appointed by the Superintendent. Both parties can agree upon a different number of members. The Association Representative(s) and the Administrator or his/her designee shall be members of the committee. The Association Building Representative shall conduct the election for the remaining Association committee members in each building. The number of Association members on the committee shall be as follows:

Elementary School	Three (3)
Middle School	Four (4)
High School	Five (5)
Maintenance	Three (3)
Transportation	Three (3)
Food Service	Three (3)

Each building level committee shall meet on the first (1st) and third (3rd) Tuesday of each month unless it is mutually agreed otherwise. The meeting dates shall be placed on the building and district calendar. Any staff member may submit an item to be placed on the agenda. These items are to be submitted to the designated Chair five (5) working days prior to the meeting. The designated Chair will prepare the agenda and distribute the agenda to all staff and members of the committee one (1) day prior to the meeting. The meetings will be alternately chaired by the Association Representative and the Administrator. The chairing party shall be responsible for taking notes of the meeting and distribution of the minutes. Minutes of the meeting will be sent to all employees in the building, the President of the Association and the Superintendent no later than five (5) working days after the meeting, unless mutually determined by the members of the committee. Minutes must indicate which items, if any, are being forwarded to the District Level LMC.

Any building specific Labor Management issues that are brought to the District Level LMC MUST have been dealt with at a building LMC first and studied by the building LMC at least two (2) times prior to the item being forwarded to District Level LMC.

Job security, evaluations and advancements will not be adversely affected due to participation on the committee.

22.02 Professional Development Committee

Building professional development needs should be discussed through the building leadership. Recommendations and building needs will be addressed through BLT and DLT.

There shall be a district professional development committee consisting of an equal number of members appointed by Management and the Association members with a minimum of one member per school building. This committee will address professional development beginning with any Professional Development Days scheduled. The committee will conduct surveys and compile data to determine needs at each grade level/subject. Th Committee will create a proposed three-year professional development plan outlining recommendations to the Superintendent. The Superintendent has the final decision regarding professional development opportunities offered in the district. The committee will meet at least once per semester and may meet more times upon mutual agreement.

22.03 District Communication Committee

The District Communication Team, made up of the Superintendent/designee and the TMEA President/designee, shall meet a minimum of four times annually. The purpose of the committee is to promote open communication, and to prevent and solve problems through the discussion of issues. If neither party seeks a meeting, the grievance process does not apply.

22.04 District Leadership Team

This committee shall be comprised of an Administrator and one (1) Building Leadership Team member from each building. Additional DLT members will be assigned at the discretion of the Superintendent. The Superintendent or designee and the President of the Association or designee shall sit on the committee by virtue of office.

The DLT shall meet at least once prior to the start of school to review the district improvement plan for the upcoming school year. The DLT shall disseminate the process, procedures and content of the information to be shared at each building's BLT meeting. The DLT shall choose which data points to be reviewed at each meeting after discussing the District Improvement Plan in order to best move the District forward towards academic achievement and student growth.

The minutes from the DLT shall be shared with District staff no later than five (5) working days after each DLT meeting.

22.05 Curriculum, Instruction, and Assessment Committee

A Curriculum, Instruction, and Assessment Committee shall be established which shall provide for a continuous program of curriculum study and development, a review of textbooks and other instructional materials and review curriculum for exceptional student programs and procedures. All proposals and recommendations for change of significant importance in the areas described above shall be presented to the Curriculum, Instruction, and Assessment Committee for consideration and recommendation to the Superintendent.

The Superintendent will select a district level designee to serve as Chair of the Curriculum, Instruction, and Assessment Committee and shall exercise the executive and administrative functions thereof.

The Curriculum, Instruction, and Assessment Committee shall consist of up to eight (8) employees representing varying grade level and/or content level PK-12, including Special Education and Related Arts, as well as up to eight (8) representatives appointed by the Superintendent.

Assessment Procedures: Once the testing calendar has been established for the year, the work of this committee shall include but not be limited to: assessment training schedule, creating and disseminating the process in which testing will take place in each building, and a plan for any additional professional development that may be needed to adequately prepare staff members to administer all required assessments.

ARTICLE 23: CRIMINAL BACKGROUND CHECK

A new employee shall be considered conditionally employed until the results of the criminal records check are received. If the new employee has been convicted of or pled guilty to any of the offenses listed in Section 3319.39, Revised Code, he/she shall be immediately notified by the Superintendent that his/her employment is terminated. The employee in this situation shall not be entitled to any further due process from the administration or the Board.

The Board shall conduct the BCI check of employees in the manner prescribed by law and at the Board's cost. The employee shall be responsible for their respective FBI check.

ARTICLE 24: OCCUPATIONAL SAFETY AND HEALTH

A. The Board shall establish policies and procedures required by Chapter 4167, Revised Code, or any regulations adopted under the authority of Chapter 4167, Revised Code.

B. Report Internally First

The parties desire to first deal with safety and health complaints internally to attempt to correct any health or safety allegations. Accordingly, neither the Union nor a bargaining unit member may file a complaint with the Ohio Department of Industrial Relations or other governmental or regulatory agency until after the Board and administration have been notified of the complaint and have had at least a five (5) business day opportunity to resolve the complaint.

C. Right to Reassign

Before exercising his/her right to refuse to work under Section 4167.06 of the Revised Code because of a condition which the bargaining unit member acting in good faith reasonably believes presents an imminent danger of death or serious harm to the bargaining unit member, the bargaining unit member will immediately notify his/her supervisor of the condition. The bargaining unit member may be temporarily reassigned while the condition is being investigated and/or corrected.

D. Discrimination to be Grieved

A bargaining unit member who wishes to assert a claim of discrimination as defined in Chapter 4167 of the Revised Code may use the grievance procedure in this Contract as the means for asserting such a claim. Each building shall be provided a copy of Chapter 4167. The copy shall be placed in a location where it is readily accessible to the bargaining unit members.

ARTICLE 25: SUBCONTRACTING

For the term of this Negotiated Agreement, no bargaining unit member will lose his/her job or employment status by reason of subcontracting.

ARTICLE 26: LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

26.01 Purpose and Number of LPDCs

A. Local Professional Development Committee (LPDCs) shall be established according to law and State Department of Education guidelines to oversee individual certificated staff members' professional development plans.

B. The school board and administration will determine the number of LPDCs in the district, which number shall be at least one and which number may change only from year to year.

26.02 Committee Member Composition, Selection and Terms

A. Each LPDC shall be comprised of five (5) regular members and, if allowed by law, a floating sixth member. The regular committee shall have three teacher members elected by the Association and two administrator members appointed by the Superintendent. The floating sixth member, who may serve all LPDCs, shall be an administrator appointed by the Superintendent. Appointments to the LPDC shall be made annually on or before May 1st. One third of the committee shall be appointed each year.

B. LPDC teacher members, including the floating sixth member, shall serve three-year terms commencing July 1st. There shall be no limit in the number of terms LPDC members may serve. LPDC teacher members may be elected at any TMEA general meeting provided open nominations are allowed. Candidates will be ranked by the number of votes they receive at the given meeting. Once it is determined which candidate(s) has (have) been elected to office, other candidates, providing they received at least five (5) votes shall be considered duly-elected alternates.

C. LPDC teacher members may vacate their appointments by giving thirty (30) days advance written notice to the committee chairperson; an LPDC member may be removed from his/her appointment upon the written request of the respective appointing party, Association or Superintendent, followed by a unanimous vote of the remaining members of the LPDC.

D. Vacancies in teacher members' position shall be filled for the remainder of unexpired terms in the same manner as original appointments unless a duly elected teacher member alternate is available. In that case, the TMEA President will appoint the alternate to serve out the remainder of the term.

26.03 LPDC Chairperson and LPDC Decision-Making

A. Each LPDC shall have a chairperson whose duties shall be to facilitate LPDC meetings and to certify and report committee actions to affected parties. The chairperson shall be elected annually by a majority vote of a quorum of the committee.

B Decision-making shall be by majority vote of a quorum of the committee members.

C. When an LPDC is considering the professional development plan of an administrator, one of the teacher members shall allow the floating member to vote in his/her place. If no other teacher member volunteers to step aside, the teacher member with the least seniority in the district shall step aside to allow the floating member to vote on administrator Individual Professional Development Plans (IPDPs).

D. A quorum of the committee shall be considered to be at least two teachers and one administrator members present and voting on teacher IPDPs, and at least two administrators and one teacher members present and voting on administrator IPDPs.

26.04 Training and Meetings

A. Annually, the district will provide LPDC teacher members up to eight hours of training/in-service related to their LPDC duties if needed.

B. LPDC members shall be entitled to meet for the purpose of conducting committee business and meeting committee responsibilities on a regular, as needed, basis. The LPDC will hold up to thirty-five (35) hours of meetings per year. Meetings will be called by the Superintendent or designee.

C. LPDC teacher members shall be compensated for all time spent in training/in-service and meetings by receiving an annual stipend in the amount of $2,000 for the chairperson, and $800.00 for all other teacher members.

26.05 Duties of a LPDC

A. Each LPDC shall be designated as the committee of record for a class of employees which may include all affected employees, employees assigned to given buildings or instructional levels and/or administrative employees.

B. An LPDC's duty is to receive, review, and evaluate IPDPs for the employees in its charge. It may recommend and accept changes in IPDPs and accept or reject IPDPs as they are submitted. It will determine whether or not the given employee has satisfactorily completed the terms and conditions of his/her IPDP. All duties of a LPDC shall be carried out in reasonable, timely, and equitable fashions.

C. A LPDC shall publish procedures, guidelines and timetables for submission, writing and completing IPDPs. Such procedures shall outline the appeals process included in this provision.

26.06 Appeals

A. In the event a LPDC decides to reject an IPDP, such decision shall be communicated in writing to the affected employee within fourteen (14) calendar days. Such communication shall include a brief statement as to why the IPDP is being rejected.

B. Likewise, in the event a LPDC decides that an employee has not successfully completed his/her IPDP, such decision shall be

communicated in writing to the affected employee within fourteen (14) calendar days. Such communication shall include a brief statement as to why the LPDC does not believe the IPDP has been successfully completed.

C. In either event, the affected employee may request in writing to appear before the LPDC to seek a reconsideration of the LPDC's decision. Such request must be made in writing to the chairperson of the LPDC within fourteen (14) days of the employee receiving notice of the LPDCs decision. A meeting between the affected employee and the LPDC will be arranged by the LPDC chairperson within fourteen (14) days of receipt of the request for an appearance. At that meeting, the employee shall be given a reasonable amount of time to speak with and question the committee. At the end of such time, the LPDC will issue its final determination to either sustain or reverse its earlier decision.

D. Provided the affected employee has utilized the internal appeals process established above, the affected employee may appeal an adverse decision to the Ohio Department of Education. Such appeal must be in writing, copied to the LPDC chairperson, and submitted within fourteen (14) days of receipt of the LPDC's final determination.

26.07 Authority

A. An LPDC shall have the authority to set policy and regulations compatible with all of the above, but shall not have the authority to set policy and regulations in conflict with any of the above.

B. Only the procedural elements of this negotiation provision are subject to challenge via the negotiated grievance procedure.

26.08 Enabling Provisions

A. In order to establish staggered terms of office, the 1998 election of LPDC teacher members shall be for one (1), or two (2) or three (3) year terms as follows: The candidate receiving the highest number of votes will be awarded the three-year term; the candidate receiving the next highest number of votes shall be awarded the two-year term, and, the candidate receiving the next highest number of votes shall be awarded the one-year term.

B. Sections D.1. and D.2, above, notwithstanding, LPDC teacher members will be expected to take the time required to not only meet their on-going responsibilities, but to also do what is necessary to get the LPDC started.

26.09 Sunshine Law

The LPDC shall be responsible for compliance with the Sunshine Law.

ARTICLE 27: IMPLEMENTATION AND DURATION OF AGREEMENT

This Agreement shall be a three (3) year contract, with a 3% increase on the base salary for the 2025-2026 school year, and 2.5% on the base salary for the 2026-2027 school year and 2.5% on the base for the 2027-2028 school year.

A. This Agreement and subsequently negotiated amendments thereto hereby terminate and replace all previously negotiated Agreements and constitute the entire collective bargaining agreement between the Board and the Association.

B. Where this Agreement is in conflict with such wages, hours and other conditions of employment as would otherwise exist by reason of the Ohio Revised Code in the absence of this Agreement, including Civil Service (ORC 124), this Agreement will prevail to the extent allowed by law.

C. Should a provision of this Agreement be found unlawful and unenforceable by any court, legislative body or administrative tribunal of competent jurisdiction, then the other provisions of this Agreement will continue in full force and effect and the Board and Association shall meet per the in term negotiations procedure of this Agreement to renegotiate the issue related to the unlawful and unenforceable provision.

D. In exchange for recognition and covenants in this Agreement, the Association agrees not to engage in and to discourage any strike, as defined by law, during the term of this Agreement, except as such strike would be carried out under this Agreement and/or the statutory negotiation processes.
The Board agrees there will be no lockout of employees covered hereunder during the term of this Agreement, except as may be allowed by law.

E. Neither the Board nor the Association shall take action or refuse to take action as to any member of the Bargaining Unit on the basis of his/her Association membership or lack of Association membership. Additionally, the Board, the Association and each employee will cooperate fully with all applicable laws forbidding discrimination on the account of race, color, creed, religion, sex or political affiliation. The immediately preceding sentence shall not be enforceable by the grievance process and the parties agree that questions of discrimination are to be directed to the appropriate state and/or federal agency (ies).

F. Except as otherwise provided for herein, the term of this Agreement shall take effect as of July 1, 2025 and shall remain in effect through June 30, 2028 .

In witness whereof, representatives of the Board and the Association hereto have set their hands this _____ of _____ 2025.

For the Board

For the Association

ARTICLE 28: ACADEMIC DISTRESS COMMISSION

The parties agree to comply with O.R.C. Section 3302.10 or any modification thereof during the course of this agreement.

Appendix A

Trotwood-Madison City Schools Certified Salary Index

Certified Staff Index						
Step	**Non-Deg**	**BA**	**BA/150**	**MA**	**MA+18**	**MA+36**
0	0.850	1.000	1.055	1.110	1.165	1.220
1	0.905	1.055	1.110	1.165	1.220	1.275
2	0.960	1.110	1.165	1.220	1.275	1.330
3	1.015	1.165	1.220	1.275	1.330	1.385
4	1.070	1.220	1.275	1.330	1.385	1.440
5	1.125	1.275	1.330	1.385	1.440	1.495
6	1.180	1.330	1.385	1.440	1.495	1.550
7	1.235	1.385	1.440	1.495	1.550	1.605
8	1.235	1.440	1.495	1.550	1.605	1.660
9	1.235	1.495	1.550	1.605	1.660	1.715
10	1.235	1.550	1.605	1.660	1.715	1.770
11	1.235	1.605	1.660	1.715	1.770	1.825
12	1.290	1.660	1.715	1.770	1.825	1.880
13	1.290	1.660	1.715	1.825	1.880	1.935
14	1.290	1.660	1.715	1.825	1.880	1.935
15	1.290	1.660	1.715	1.825	1.880	1.935
16	1.290	1.660	1.715	1.825	1.880	1.935
17	1.345	1.715	1.770	1.825	1.880	1.935
18	1.345	1.715	1.770	1.880	1.935	1.990
19	1.345	1.715	1.770	1.880	1.935	1.990
20	1.345	1.715	1.770	1.880	1.935	1.990
21	1.345	1.715	1.770	1.880	1.935	1.990
22	1.400	1.770	1.825	1.880	1.935	1.990
23	1.400	1.770	1.825	1.935	1.990	2.045
24	1.400	1.770	1.825	1.935	1.990	2.045
25	1.400	1.825	1.880	1.935	1.990	2.045
26	1.400	1.825	1.880	1.935	1.990	2.045
27	1.400	1.825	1.880	1.990	2.045	2.100
28	1.400	1.825	1.880	1.990	2.045	2.100
29	1.400	1.825	1.880	1.990	2.045	2.100
30	1.400	1.825	1.880	2.045	2.100	2.155

Appendix B

Trotwood-Madison City Schools Certified Salary Schedule 2025-2026

Trotwood-Madison City Schools Certified Salary Schedule 2025-2026						
Step	Non-Degree	BA	BA/150	MA	MA+18	MA+36
0	$39,303	$46,239	$48,782	$51,325	$53,868	$56,411
1	$41,846	$48,782	$51,325	$53,868	$56,411	$58,954
2	$44,389	$51,325	$53,868	$56,411	$58,954	$61,498
3	$46,932	$53,868	$56,411	$58,954	$61,498	$64,041
4	$49,475	$56,411	$58,954	$61,498	$64,041	$66,584
5	$52,019	$58,954	$61,498	$64,041	$66,584	$69,127
6	$54,562	$61,498	$64,041	$66,584	$69,127	$71,670
7	$57,105	$64,041	$66,584	$69,127	$71,670	$74,213
8	$57,105	$66,584	$69,127	$71,670	$74,213	$76,756
9	$57,105	$69,127	$71,670	$74,213	$76,756	$79,299
10	$57,105	$71,670	$74,213	$76,756	$79,299	$81,843
11	$57,105	$74,213	$76,756	$79,299	$81,843	$84,386
12	$59,648	$76,756	$79,299	$81,843	$84,386	$86,929
13	$59,648	$76,756	$79,299	$84,386	$86,929	$89,472
14	$59,648	$76,756	$79,299	$84,386	$86,929	$89,472
15	$59,648	$76,756	$79,299	$84,386	$86,929	$89,472
16	$59,648	$76,756	$79,299	$84,386	$86,929	$89,472
17	$62,191	$79,299	$81,843	$84,386	$86,929	$89,472
18	$62,191	$79,299	$81,843	$86,929	$89,472	$92,015
19	$62,191	$79,299	$81,843	$86,929	$89,472	$92,015
20	$62,191	$79,299	$81,843	$86,929	$89,472	$92,015
21	$62,191	$79,299	$81,843	$86,929	$89,472	$92,015
22	$64,734	$81,843	$84,386	$86,929	$89,472	$92,015
23	$64,734	$81,843	$84,386	$89,472	$92,015	$94,558
24	$64,734	$81,843	$84,386	$89,472	$92,015	$94,558
25	$64,734	$84,386	$86,929	$89,472	$92,015	$94,558
26	$64,734	$84,386	$86,929	$89,472	$92,015	$94,558
27	$64,734	$84,386	$86,929	$92,015	$94,558	$97,101
28	$64,734	$84,386	$86,929	$92,015	$94,558	$97,101
29	$64,734	$84,386	$86,929	$92,015	$94,558	$97,101
30	$64,734	$84,386	$86,929	$94,558	$97,101	$99,645
24-25 Base	$44,892.00					
3.0% on 24-25	$46,238.76					
Committee Pay Rate (*.00008)	3.6991008					
	36.99					
	$46,238.76					

Appendix B

Trotwood-Madison City Schools Certified Salary Schedule 2026-2027

Trotwood-Madison City Schools						
Certified Salary Schedule 2026-2027						
Step	Non-Degree	BA	BA/150	MA	MA+18	MA+36
0	$40,286	$47,395	$50,001	$52,608	$55,215	$57,822
1	$42,892	$50,001	$52,608	$55,215	$57,822	$60,428
2	$45,499	$52,608	$55,215	$57,822	$60,428	$63,035
3	$48,106	$55,215	$57,822	$60,428	$63,035	$65,642
4	$50,712	$57,822	$60,428	$63,035	$65,642	$68,248
5	$53,319	$60,428	$63,035	$65,642	$68,248	$70,855
6	$55,926	$63,035	$65,642	$68,248	$70,855	$73,462
7	$58,532	$65,642	$68,248	$70,855	$73,462	$76,069
8	$58,532	$68,248	$70,855	$73,462	$76,069	$78,675
9	$58,532	$60,227	$73,462	$76,069	$78,675	$81,282
10	$58,532	$73,462	$76,069	$78,675	$81,282	$83,889
11	$58,532	$76,069	$78,675	$81,282	$83,889	$86,495
12	$61,139	$78,675	$81,282	$83,889	$86,495	$89,102
13	$61,139	$78,675	$81,282	$86,495	$89,102	$91,709
14	$61,139	$78,675	$81,282	$86,495	$89,102	$91,709
15	$61,139	$78,675	$81,282	$86,495	$89,102	$91,709
16	$61,139	$78,675	$81,282	$86,495	$89,102	$91,709
17	$63,746	$81,282	$83,889	$86,495	$89,102	$91,709
18	$63,746	$81,282	$83,889	$89,102	$91,709	$94,316
19	$63,746	$81,282	$83,889	$89,102	$91,709	$94,316
20	$63,746	$81,282	$83,889	$89,102	$91,709	$94,316
21	$63,746	$81,282	$83,889	$89,102	$91,709	$94,316
22	$66,353	$83,889	$86,495	$89,102	$91,709	$94,316
23	$66,353	$83,889	$86,495	$91,709	$94,316	$96,922
24	$66,353	$83,889	$86,495	$91,709	$94,316	$96,922
25	$66,353	$86,495	$89,102	$91,709	$94,316	$96,922
26	$66,353	$86,495	$89,102	$91,709	$94,316	$96,922
27	$66,353	$86,495	$89,102	$94,316	$96,922	$99,529
28	$66,353	$86,495	$89,102	$94,316	$96,922	$99,529
29	$66,353	$86,495	$89,102	$94,316	$96,922	$99,529
30	$66,353	$86,495	$89,102	$96,922	$99,529	$102,136
2.5% on 25-26	$47,394.73					
	$47,394.73					

Appendix B

Trotwood-Madison City Schools Certified Salary Schedule 2027-2028

Trotwood-Madison City Schools□						
Certified Salary Schedule 2027-2028						
Step	Non-Degree	BA	BA/150	MA	MA+18	MA+36
0	$41,293	$48,580	$51,251	$53,923	$56,595	$59,267
1	$43,965	$51,251	$53,923	$56,595	$59,267	$61,939
2	$46,636	$53,923	$56,595	$59,267	$61,939	$64,611
3	$49,308	$56,595	$59,267	$61,939	$64,611	$67,283
4	$51,980	$59,267	$61,939	$64,611	$67,283	$69,955
5	$54,652	$61,939	$64,611	$67,283	$69,955	$72,626
6	$57,324	$64,611	$67,283	$69,955	$72,626	$75,298
7	$59,996	$67,283	$69,955	$72,626	$75,298	$77,970
8	$59,996	$69,955	$72,626	$75,298	$77,970	$80,642
9	$59,996	$72,626	$75,298	$77,970	$80,642	$83,314
10	$59,996	$75,298	$77,970	$80,642	$83,314	$85,986
11	$59,996	$77,970	$80,642	$83,314	$85,986	$88,658
12	$62,668	$80,642	$83,314	$85,986	$88,658	$91,330
13	$62,668	$80,642	$83,314	$88,658	$91,330	$94,002
14	$62,668	$80,642	$83,314	$88,658	$91,330	$94,002
15	$62,668	$80,642	$83,314	$88,658	$91,330	$94,002
16	$62,668	$80,642	$83,314	$88,658	$91,330	$94,002
17	$65,340	$83,314	$85,986	$88,658	$91,330	$94,002
18	$65,340	$83,314	$85,986	$91,330	$94,002	$96,673
19	$65,340	$83,314	$85,986	$91,330	$94,002	$96,673
20	$65,340	$83,314	$85,986	$91,330	$94,002	$96,673
21	$65,340	$83,314	$85,986	$91,330	$94,002	$96,673
22	$68,011	$85,986	$88,658	$91,330	$94,002	$96,673
23	$68,011	$85,986	$88,658	$94,002	$96,673	$99,345
24	$68,011	$85,986	$88,658	$94,002	$96,673	$99,345
25	$68,011	$88,658	$91,330	$94,002	$96,673	$99,345
26	$68,011	$88,658	$91,330	$94,002	$96,673	$99,345
27	$68,011	$88,658	$91,330	$96,673	$99,345	$102,017
28	$68,011	$88,658	$91,330	$96,673	$99,345	$102,017
29	$68,011	$88,658	$91,330	$96,673	$99,345	$102,017
30	$68,011	$88,658	$91,330	$99,345	$102,017	$104,689
2.5% based on 26-27 base	$48,579.60					

Appendix C

2025-2026 Educational Support Personnel Pay Scale

Trotwood-Madison City Schools						
Educational Support Staff (ESP) Pay Schedule 2025-2026						
Step	I	II	III	IV	V	II (SpEd)
0	$17.67	$18.78	$19.92	$21.09	$22.18	$19.78
1	$18.16	$19.30	$20.50	$21.71	$22.86	$20.30
2	$18.64	$19.86	$21.07	$22.32	$23.48	$20.86
3	$19.14	$20.37	$21.64	$22.92	$24.15	$21.37
4	$19.63	$20.90	$22.21	$23.57	$24.81	$21.90
5	$20.10	$21.42	$22.78	$24.17	$25.46	$22.42
6	$20.60	$21.95	$23.35	$24.77	$26.13	$22.95
7	$21.07	$22.47	$23.93	$25.39	$26.79	$23.47
8	$21.07	$22.47	$23.93	$25.39	$26.79	$23.47
9	$21.07	$22.47	$23.93	$25.39	$26.79	$23.47
10	$21.07	$22.47	$23.93	$25.39	$26.79	$23.47
11	$21.58	$23.01	$24.49	$26.01	$27.45	$24.01
12	$21.58	$23.01	$24.49	$26.01	$27.45	$24.01
13	$21.58	$23.01	$24.49	$26.01	$27.45	$24.01
14	$21.58	$23.01	$24.49	$26.01	$27.45	$24.01
15	$21.58	$23.01	$24.49	$26.01	$27.45	$24.01
16	$22.03	$23.53	$25.07	$26.63	$28.10	$24.53
17	$22.03	$23.53	$25.07	$26.63	$28.10	$24.53
18	$22.03	$23.53	$25.07	$26.63	$28.10	$24.53
19	$22.03	$23.53	$25.07	$26.63	$28.10	$24.53
20	$22.03	$23.53	$25.07	$26.63	$28.10	$24.53
21	$22.51	$24.07	$25.64	$27.23	$28.78	$25.07
22	$22.51	$24.07	$25.64	$27.23	$28.78	$25.07
23	$23.01	$24.59	$26.21	$27.86	$29.44	$25.59
24	$23.01	$24.59	$26.21	$27.86	$29.44	$25.59
25	$23.48	$25.13	$26.78	$28.47	$30.12	$26.13

3% on FY25 Base

-Lifeguard	Paraprofesional	-LPN	-Elem/MS Head Custodian	-Mechanics	-SpEd Para
	-St. Encourager	-Head Lifeguard	-Bus Driver	-Maintenance	
	-Parent Engager	Support	-Bus Washer	-HS Head Custodian	
	-Food Service	-Custodians		-Comp. Tech	
				-Secretary	

Special Ed Paraprofessional positions with students shall receive an additional $1.00 per hour pay differential.

Appendix C

2026-2027 Educational Support Personnel Pay Scale

Trotwood-Madison City Schools						
Educational Support Staff (ESP) Pay Schedule 2026-2027						
Step	I	II	III	IV	V	II (SpEd)
0	$18.12	$19.25	$20.42	$21.62	$22.73	$20.25
1	$18.61	$19.78	$21.01	$22.26	$23.43	$20.78
2	$19.11	$20.35	$21.60	$22.88	$24.07	$21.35
3	$19.62	$20.88	$22.18	$23.49	$24.76	$21.88
4	$20.12	$21.42	$22.76	$24.16	$25.43	$22.42
5	$20.60	$21.96	$23.35	$24.78	$26.10	$22.96
6	$21.12	$22.50	$23.93	$25.39	$26.78	$23.50
7	$21.60	$23.04	$24.53	$26.02	$27.46	$24.04
8	$21.60	$23.04	$24.53	$26.02	$27.46	$24.04
9	$21.60	$23.04	$24.53	$26.02	$27.46	$24.04
10	$21.60	$23.04	$24.53	$26.02	$27.46	$24.04
11	$22.12	$23.59	$25.11	$26.66	$28.14	$24.59
12	$22.12	$23.59	$25.11	$26.66	$28.14	$24.59
13	$22.12	$23.59	$25.11	$26.66	$28.14	$24.59
14	$22.12	$23.59	$25.11	$26.66	$28.14	$24.59
15	$22.12	$23.59	$25.11	$26.66	$28.14	$24.59
16	$22.58	$24.11	$25.70	$27.29	$28.80	$25.11
17	$22.58	$24.11	$25.70	$27.29	$28.80	$25.11
18	$22.58	$24.11	$25.70	$27.29	$28.80	$25.11
19	$22.58	$24.11	$25.70	$27.29	$28.80	$25.11
20	$22.58	$24.11	$25.70	$27.29	$28.80	$25.11
21	$23.07	$24.67	$26.28	$27.91	$29.50	$25.67
22	$23.07	$24.67	$26.28	$27.91	$29.50	$25.67
23	$23.59	$25.20	$26.87	$28.56	$30.17	$26.20
24	$23.59	$25.20	$26.87	$28.56	$30.17	$26.20
25	$24.07	$25.76	$27.45	$29.18	$30.87	$26.76
2.5% on FY26 Base						
	-Lifeguard	Paraprofesional	-LPN	-Elem/MS Head Custodian	-Mechanics	-SpEd Para
		-St. Encourager	-Head Lifeguard	-Bus Driver	-Maintenance	
		-Parent Engager	Support	-Bus Washer	Custodian	
		-Food Service	-Custodians		-Comp. Tech	
					-Secretary	

Special Ed Paraprofessional positions with students shall receive an additional $1.00 per hour pay differential.

Appendix C

2027-2028 Educational Support Personnel Pay Scale

Trotwood-Madison City Schools						
Educational Support Staff (ESP) Pay Schedule 2027-2028						
Step	I	II	III	IV	V	II (SpEd)
0	$18.57	$19.73	$20.93	$22.16	$23.30	$20.73
1	$19.08	$20.28	$21.53	$22.81	$24.01	$21.28
2	$19.59	$20.86	$22.14	$23.45	$24.67	$21.86
3	$20.11	$21.40	$22.74	$24.08	$25.38	$22.40
4	$20.63	$21.96	$23.33	$24.76	$26.07	$22.96
5	$21.11	$22.51	$23.94	$25.40	$26.75	$23.51
6	$21.64	$23.06	$24.53	$26.03	$27.45	$24.06
7	$22.14	$23.61	$25.14	$26.67	$28.15	$24.61
8	$22.14	$23.61	$25.14	$26.67	$28.15	$24.61
9	$22.14	$23.61	$25.14	$26.67	$28.15	$24.61
10	$22.14	$23.61	$25.14	$26.67	$28.15	$24.61
11	$22.67	$24.18	$25.73	$27.32	$28.84	$25.18
12	$22.67	$24.18	$25.73	$27.32	$28.84	$25.18
13	$22.67	$24.18	$25.73	$27.32	$28.84	$25.18
14	$22.67	$24.18	$25.73	$27.32	$28.84	$25.18
15	$22.67	$24.18	$25.73	$27.32	$28.84	$25.18
16	$23.15	$24.72	$26.34	$27.97	$29.52	$25.72
17	$23.15	$24.72	$26.34	$27.97	$29.52	$25.72
18	$23.15	$24.72	$26.34	$27.97	$29.52	$25.72
19	$23.15	$24.72	$26.34	$27.97	$29.52	$25.72
20	$23.15	$24.72	$26.34	$27.97	$29.52	$25.72
21	$23.64	$25.29	$26.93	$28.61	$30.24	$26.29
22	$23.64	$25.29	$26.93	$28.61	$30.24	$26.29
23	$24.18	$25.83	$27.54	$29.27	$30.93	$26.83
24	$24.18	$25.83	$27.54	$29.27	$30.93	$26.83
25	$24.67	$26.40	$28.14	$29.91	$31.64	$27.40
2.5% on FY27 Base						
	-Lifeguard	Paraprofesional	-LPN	-Elem/MS Head Custodian	-Mechanics	-SpEd Para
		-St. Encourager	-Head Lifeguard	-Bus Driver	-Maintenance	
		-Parent Engager	Support	-Bus Washer	Custodian	
		-Food Service	-Custodians		-Comp. Tech	
					-Secretary	

Special Ed Paraprofessional positions with students shall receive an additional $1.00 per hour pay differential.

Appendix D

Trotwood-Madison City Schools

Other Wage Schedules

The following will be paid at the certified hourly rate referenced below:

Summer School Teachers
Driver's Education
Home Tutors
Staff Development Committee
Curriculum Development Committee Members

Hourly Rate=.0008 times the Certified Salary Schedule Step 0 Degree

Effective Date	Base Salary	Hourly Rate
7/1/2026	$46,239	$36.99
7/1/2027	$47,395	$37.92
7/1/2028	$48,580	$38.86

Maximum Uniform Board Monthly Cost = 2 times Step 0 Column IV: ESP Pay Scale

7/1/2026: $42.18

7/1/2027: $43.24

7/1/2028: $44.32

Trotwood-Madison City Schools

2025-2028 Supplemental Salary Schedule

Trotwood-Madison City Schools											
Supplemental Salary Index											
STEP	A	B	C	D	E	F	G	H	I	J	K
0	0.1731	0.1702	0.1250	0.1019	0.0885	0.0740	0.0596	0.0462	0.0317	0.0173	0.0115
1	0.1875	0.1760	0.1308	0.1077	0.0942	0.0798	0.0654	0.0510	0.0375	0.0231	0.0135
2	0.2020	0.1817	0.1366	0.1135	0.0990	0.0856	0.0712	0.0567	0.0433	0.0289	0.0154
5	0.2163	0.1875	0.1423	0.1192	0.1058	0.0913	0.0789	0.0625	0.0491	0.0346	0.0183
10	0.2308	0.1932	0.1481	0.1250	0.1116	0.0971	0.0846	0.0683	0.0548	0.0404	0.0221

TROTWOOD-MADISON CITY SCHOOLS											
FY26-FY28 Supplemental Salary Schedule											
STEP	A	B	C	D	E	F	G	H	I	J	K
0	$7,618	$7,490	$5,501	$4,486	$3,894	$3,258	$2,624	$2,032	$1,397	$762	$507
1	$8,252	$7,745	$5,756	$4,740	$4,147	$3,512	$2,878	$2,242	$1,649	$1,016	$593
2	$8,888	$7,998	$6,010	$4,993	$4,358	$3,767	$3,132	$2,497	$1,904	$1,270	$677
5	$9,521	$8,252	$6,262	$5,247	$4,655	$4,020	$3,471	$2,751	$2,159	$1,523	$803
10	$10,157	$8,505	$6,517	$5,501	$4,910	$4,275	$3,723	$3,005	$2,412	$1,778	$973

APPENDIX E – GRIEVANCE FORM

Use this form to advance the grievance to each step beyond the informal level.

Grievance number #: _____Worksite/Building _____

Grievant _____Date Filed _____

Position/job Title _____Immediate Supervisor_____

Date incident occurred:_____

B. Specific Articles, Sections and/or provisions of the negotiated agreement that are alleged to have been violated, misinterpreted and/or misapplied:

Article(s) (insert), Section(s) (insert) and all other sections of the Collective Bargaining Agreement or statements of grievance as further discussion and discovery shall justify.

C. Statement of the grievance (attach additional information and supporting documents): Article(s) (insert) , Section(s) (insert), was misinterpreted, misapplied, or violated when. . . . .

_____

_____

These action(s) further modify, alter or violate the past practice of the parties by failing to maintain all terms, conditions and benefits of employment at not less than the level in effect as of and since the effective date of the Contract by adding to, deleting from, or otherwise changing the past practice unilaterally without an amendment properly signed and ratified by each party; by failing to give full force and effect to the Collective Bargaining agreement.

The right is reserved to cite such other sections of the Collective Bargaining Agreement or statements of grievance as further discussion and discovery shall justify.
Specific Actions leading to the filing of this grievance.

The right is reserved to cite such other sections of the Collective Bargaining Agreement or statements of grievance as further discussion and discovery shall justify.

Specific Actions leading to the filing of this grievance.

The right is reserved to cite such other sections of the Collective Bargaining Agreement or statements of grievance as further discussion and discovery shall justify.
Specific actions leading to the filing of this grievance:

These actions harmed the grievant(s) and/or the TMEA in the following manner:

D. Remedy requested:

and,

The District shall provide such other relief as an arbitrator shall deem appropriate to make the Grievant whole.

Article 5, Section 5.01 Pre-Grievance Meeting:

The Pre-Grievance meeting of the grievance procedure took place on

(Insert Date) _____ at (Insert Time) _____.

Administrator's Signature Date

TMEA Grievance Representative/Grievant Signature Date

Article 5, Section 5.02 (A)

Administrator's/Supervisor's response (Step 1 – oral presentation and discussion):

Administrator's Signature Date

TMEA Grievance Representative/Grievant Signature Date

Article 5, Section 5.02 (B)

Administrator's/Supervisor's response (Step 2 – written discussion and exchange of information):

Administrator's Signature Date

TMEA Grievance Representative/Grievant Signature Date

Article 5, Section 5.02 (C)

Superintendent's response (Step 3 – written, discussion and exchange of information):

Administrator's Signature Date

TMEA Grievance Representative/Grievant Signature Date

Article 5, Section 5.02 (D)

Step 4 – Final and binding arbitration):

Administrator's Signature Date

TMEA Grievance Representative/Grievant Signature Date

Sick Leave Bank Application

NAME _____

BUILDING _____

REASON FOR REQUEST _____

_____

_____

NUMBER OF SICK/SPEC LEAVE DAYS REMAINING _____

NUMBER OF DAYS REQUESTED _____

_____ _____
SIGNATURE DATE

THIS APPLICATION MUST BE ACCOMPANIED BY DOCUMENTATION FROM YOUR DOCTOR.

PLEASE SUBMIT THIS APPLICATION AS EARLY AS POSSIBLE TO:

TMEA PRESIDENT
IN CARE OF YOUR BUILDING REPRESENTATIVE

BANK REQUESTS MAY RESULT IN A REVIEW OF ATTENDANCE RECORDS.

Guidelines for Professional Leave Trotwood-Madison City Schools

1. Professional leave requests should meet the following criteria:

   a. supports the Building or District Continuous Improvement Plan
   b. benefits the district and can be so documented
   c. results in transfer of shared knowledge
   d. meets the community standard of reasonableness
   e. has adequate and appropriate funding source
   f. is a cost-effective method of obtaining training
   g. is procedurally correct

2. Professional leave requests must be completed in its entirety, signed by the building principal or immediate supervisor, and received in the office of the Superintendent or designee no later than 30 days (if fewer, a note of explanation must be attached) prior to the requested day.

3. Generally, two persons maximum will be approved district-wide for the same meeting. All requests for the same meeting must be submitted together.

4. Attendance at professional meetings must be prior approved through the professional leave process. Staff members attending professional meetings without prior approval will be assessed appropriate deduct days followed by appropriate disciplinary action.

5. General Guidelines:

- Every employee is responsible for being cost effective with district funds.
- Overnight lodging will be paid for those trips where “same-day driving” is not appropriate up to maximum limits for lodging.
- Meals will be reimbursed when they are not included in the conference agenda up to maximum limits for daily meals.
- Alcohol is not reimbursable.
- Rental cars will be approved only in extenuating circumstances.
- Mileage will be paid to one person only for each conference when possible. Maximum Allowable Limits

A. Meals

An employee or official of the school district may claim a total of fifty dollars ($50.00) including tips for any calendar day in which he or she is on approved travel status. The following schedule will apply to any portion of a travel day:

Meal allowances will be adjusted for travel in certain high-cost regions of the country. The District will utilize CONUS rates developed by the U.S. General Accounting Office
(GAO) to adjust the maximum meal allowance of $50 per day. Travel into areas having a CONUS rate in excess of $125 per day will be adjusted by dividing the applicable CONUS number by the Dayton CONUS index and multiplying the result by the District's maximum daily rate. This rate will then be used as the maximum rate to be reimbursed for meals while traveling on District business to that particular location. It is the responsibility of the traveling employee to request the adjusted rate; if no request is made, the $50 per day will be utilized to determine reimbursement.

B. Lodging

An employee authorized to travel on official business requiring an overnight stay will be limited to medium priced room rates. Exceptions to this rule, such as emergency situations or high cost areas, require prior approval of the Superintendent. The prevailing single room rate will be paid if the employee must secure lodging at the site of the meeting, convention, or seminar. When an employee is accompanied by a family member, reimbursement shall only be made on a single room rate, which shall be indicated on the hotel or motel receipt.