

MEMORANDUM OF UNDERSTANDING
 Between
THE CELINA CITY SCHOOL DISTRICT
BOARD OF EDUCATION
 And
THE CELINA EDUCATION ASSOCIATION

This Memorandum of Understanding (“MOU”) is entered into this 19 day of July, 2019, by and between the Celina City School District (“District” or “Celina City Schools”) Board of Education (“Board”) and the Celina Education Association (“Association”).

WHEREAS, the Board and the Association are parties to a Negotiated Agreement, effective September 1, 2018 through August 31, 2021 (“Negotiated Agreement”), which governs the wages, hours, and other terms and conditions of the employment of the District’s teaching staff; and

WHEREAS, the District, along with the Coldwater Exempted Village School District (“Coldwater”) and the St. Marys City School District (“St. Marys”), in addition to Fort Recovery, Marion Local, New Knoxville, New Bremen, St. Henry and Minster school boards, are members of, and share in the cost of funding, the Tri Star Career Compact (“Tri Star”), for which the District serves as Fiscal Agent; and

WHEREAS, to provide the option for teachers currently employed by Coldwater and St. Marys to become employees of the District, the Board and the Association agree to modify the Negotiated Agreement, to the extent set forth in this MOU;

NOW THEREFORE, the parties hereby agree to the following:

Section 1: The terms and conditions of this MOU are applicable only to those employees of Coldwater and St. Marys who leave employment with their respective school districts following the conclusion of the 2018-2019 school year, and become employees of the Board beginning with the 2019-2020 school year, serving as teachers at Tri Star (“Tri Star Teachers”), and to Tri Star Teachers employed by Celina as of July 15, 2019 (“Celina Tri Star Teachers”).

Section 2: For the 2019-2020 school year, a Tri Star Teacher shall be placed at the Step on the District’s Salary Schedule which is nearest in compensation, without being less than the annual salary that such teacher would have earned, based on his or her training/education and years of experience under the Salary Schedule effective at Coldwater or St. Marys, as applicable, had he or she continued in employment at such school district during the 2019-2020 school year. The initial placement for all Tri Star Teachers shall be as set forth on “Appendix A” of this MOU. A Tri Star Teacher may advance Steps on the District’s Salary Schedule in subsequent school years in accordance with the Negotiated Agreement, the terms of this MOU, and Ohio Law.

Section 3: Any Tri Star Teacher shall be able to progress on the District’s Salary Schedule using the Alternate License (Plan B) route as follows:

Salary Schedule for Alternate License (Route B)

BA: Teachers will be eligible for placement on BA of the salary schedule by the following criteria: Eligibility for a four-year Resident Educator license according to the provisions of the Ohio Department of Education, which includes five (5) years of approved trade experience or a combination of professional-technical education and approved trade experience. All work experience or education must be directly related to the specific career and technical education field in which the person is to teach.

5 YEAR: Teachers will be eligible for placement on 5 YEAR of the salary schedule with the completion of twenty-five (25) additional semester hours of approved course work after employment at Tri Star.

MA: Teachers will be eligible for placement on MA of the salary schedule with the possession of a degree applicable to their career field, classroom teaching, or area of licensure and the possession of a five-year license.

(Licensure would include, but not be limited to, industry credentials, journeyman card, etc. Should equate to twenty-five (25) semester hours. A semester hour equates to thirty-seven and one-half (37.5) clock hours. A teacher could have a combination of semester and clock hours.)

MA+30: Teachers will be eligible for placement on the MA+30 of the salary schedule for MA+30 with the possession of a five-year license and possession of a degree related to the career field, classroom teaching, or an area of licensure PLUS fifteen (15) semester hours of coursework obtained AFTER placement on the MA level *(or combination of semester and clock hours.)*

Section 4: A Tri Star Teacher coming from St. Marys shall be credited at Celina City School District for all accrued but unused sick leave days earned while at St. Marys.

Section 5: A Tri Star teacher coming from St. Marys shall be eligible to receive supplemental severance pay, in accordance with the following:

Full time teachers who notify the Board of Education by April 1 that they intend to begin the STRS service retirement no later than the start of the succeeding school year, and who begin their STRS service retirement at the start of their first full year of retirement eligibility, shall be eligible to receive an additional forty-five (45) days of severance pay to which the teacher would not otherwise be entitled due to sick leave accumulation and will be paid to the teacher with his/her regular severance pay. For the purpose of this policy, the school year shall be deemed to start on September 1.

To be eligible for this supplemental severance payment, the retiring teacher must have completed at least ten (10) years or its equivalent of regular, full time employment at St. Marys and/or Celina City Schools, and must complete all obligations under his/her contract

for the current school year through the end of May. In other words, a teacher who begins his/her service retirement during the school year and prior to June 1 is not eligible for a supplemental severance payment under this program.

Teachers will be eligible for a supplemental severance under this program only once-at their first year of STRS service retirement eligibility. The determination of STRS retirement shall include any retirement credit which the employee is eligible to purchase, but has not yet purchased.

It shall be the employee's responsibility to provide acceptable written verification that his/her retirement date will indeed be the first time he/she will be eligible for STRS service retirement.

This supplemental severance payment for full time teachers shall be prorated for part time teachers in proportion to their current percentage of a full time contract.

Section 6: A Tri Star Teacher coming from St. Marys City Schools shall be entitled to severance payment, if eligible, in accordance with the terms and conditions of the Negotiated Agreement between the Board and the Association. For the purpose of severance calculations, total sick days shall include all accrued but unused sick days earned while at St. Marys, and all sick days accrued but unused while at Celina.

Section 7: A Tri Star Teacher coming from Coldwater shall accumulate sick leave, as follows:

One and one-fourth (1-1/4) days of sick leave shall be granted full time teaching employees for each completed month of service, up to fifteen (15) days per year. (Sick Leave record will be maintained to reflect the total unused accumulation.) Employees newly hired by the Coldwater E.V.S.D. before July 1, 1998, shall be entitled to accumulate a maximum of three hundred twenty-five (325) days of sick leave. However, employees newly hired by the Coldwater E.V.S.D. between July 1, 1998 and June 30, 2014, shall be entitled to accumulate a maximum of two hundred fifteen (215) days of sick leave. Likewise, employees newly hired by the Coldwater E.V.S.D. on and after July 1, 2014, shall be entitled to accumulate a maximum of one hundred eighty (180) days of sick leave.

Such teacher shall be credited at Celina City Schools for all accrued but unused sick leave days earned while at Coldwater.

Section 8: A Tri Star Teacher coming from Coldwater shall be eligible to receive severance pay, in accordance with the following:

An employee, hired by Coldwater before July 1, 2014, at the time of his/her retirement from service with the Celina City Schools, and notification by the State Teachers Retirement System that the employee is eligible and is participating in the Retirement System, shall be paid thirty-five percent (35%) of his/her unused accumulated sick leave at the daily rate of his/her basic contract in the year of his/her retirement, if he/she submits his/her letter of resignation for retirement purposes to the Superintendent no later than April

1 of each year for retirement effective that same calendar year. If a letter of resignation for retirement purposes is submitted to the Superintendent after April 1 of each year for retirement effective that same calendar year, the payment shall be reduced to thirty percent (30%) of his/her unused accumulated sick leave.

An employee, hired by Coldwater on or after July 1, 2014, at the time of his/her retirement from service with the Celina City Schools, and notification by the State Teachers Retirement System that the participating employee is eligible, shall be paid twenty-five percent (25%) of his/her unused accumulated sick leave at the employee's current teacher per diem contract rate if he/she submits his/her letter of resignation for retirement purposes to the Superintendent no later than April 1 of the current school year. If a letter of resignation for retirement purposes is submitted to the Superintendent after April 1 of the current school year, the payment shall be reduced to twenty percent (20%) of his/her unused accumulated sick leave.

The Superintendent and Board of Education can waive the April 1 deadline for extenuating circumstances.

To be eligible for such severance payment, the employee must have been employed by Coldwater E.V.S.D. and/or Celina City Schools for the immediate preceding ten (10) years. Severance payment will cancel all unused sick leave. Severance payment shall be paid within nine (9) months of date of retirement.

In addition, as it relates to unused accrued personal leave prior to July 1, 2004, the CTO CBA provision (Article IV, Section C) to reimburse the staff member at the time of severance for one half (1/2) day for each year no personal leave is used will be continued by the Celina Board until calculations through June 30, 2004 are exhausted.

Section 9: The following provisions shall apply to all Tri Star Teachers.

- A. **WORK YEAR:** Article 14.01.1 of the Negotiated Agreement will apply, except Celina City Schools currently uses seven (7) scheduled two- (2) hour days. Due to Tri Star serving nine (9) school districts, with nine (9) different calendars, the Tri Star Director (designee) may choose to modify any two- (2) hour delay day(s) to a normal student day(s). The Tri Star Director (designee) may modify any two- (2) hour delay day(s) to an early release day(s).
- B. **EXTRA SERVICES:** Coaches and other activity advisors are paid extra for services rendered after the school day, on weekends, and during the summer.
- C. **TRI STAR EXTENDED TIME:** Extended time can be used for teachers assigned to Tri Star during the school year after hours and on weekends or during the summer time. Extended time will only be granted when work outside the regular day exists. Extended time will not be added or removed as an incentive, bonus, or penalty to future or current employees. However, extended days may be added or reduced on the same basis as for other bargaining unit positions.

Section 10: Tri Star teachers will be integrated into the Master Agreement seniority list based upon their date of hire in their former district and current credentials.

Section 11: Tri Star teachers will be Celina Employees covered by the Negotiated Agreement covering the other Association employees and entitled to what they are entitled to unless provided a different benefit by this MOU.

Section 12: For all Tri Star Teachers, the Tri Star Vocational Clubs will be compensated at the Class VIII level.

Section 13: Except as modified by this MOU, all other terms and conditions of the Negotiated Agreement and other applicable provisions of law remain in full force and effect. This MOU represents the entire agreement of the parties with respect to the subject matter, may be executed in multiple counterparts, and shall only be amended by a signed writing. The Board and the Association acknowledge and agree that other unanticipated Tri Star-related issues may arise after the execution of this MOU. In the interest of resolving such transitional issues efficiently and in the best interests of all parties, the Superintendent will contact the Association President (or vice versa) regarding any such issues, and the parties will meet within ten (10) working days to address the matter. If the parties do not reach a mutual resolution within five (5) days of the meeting, the Association will have the right to initiate a grievance at step 1 and/or pursue other available remedies.

Section 14: This MOU is subject to ratification pursuant to the Association's governance procedures. Upon ratification, this MOU shall be incorporated into the Negotiated Agreement and any subsequent Negotiated Agreements between the parties, unless the parties expressly agree to a change.

Section 15: Upon ratification of this MOU, Unfair Labor Practice Charge 2019-ULP-03-0062 filed by the Association and the grievance filed by Annie Homan dated July 10, 2019 shall be withdrawn.

IN WITNESS WHEREOF, the parties hereto have entered into this Memorandum of Understanding on the date set forth above.

CELINA CITY SCHOOLS
DISTRICT BOARD OF EDUCATION

By: _____
President

By: _____
Superintendent

By: _____
Treasurer

CELINA EDUCATION
ASSOCIATION

By: Annie Homan

By: Teresa Diamond

APPENDIX A: Initial Year Placement for Coldwater and St. Marys Tri Star Teachers
 [Subject to verification]

NAME	FORMER DISTRICT	2019-2020 COLDWATER STEP PLACEMENT	2019-2020 CELINA STEP PLACEMENT	2019-2020 CELINA SALARY AMOUNT	NUMBER OF EXTENDED DAYS FOR 2019-2020 and 2020-2021 SCHOOL YEARS**
Kenny Platfoot	Coldwater	Step 13 BA/BS	Step 13 5 YEAR	\$ 60,661.00	45
Mike Seibert	Coldwater	Step 11 MA+30	Step 11 16 MA+30	\$ 70,071.00 \$66,228.00	42 AA 7/18/19
Rob Menker	St. Marys	Step 29 MA+15	Step 20 MA+30	\$72,010.00	7/18/19
Jerry Kohnen	St. Marys	Step 27 MA+15	Step 20 MA+30	\$72,010.00	
Brenda Speck	St. Marys	Step 13 BA+150	Step 12 5 Year	\$58,937.00	
Brent Tippie	St. Marys	Step 16 BA	Step 11 BA	\$54,088.00	
Annette Albers	St. Marys	Step 11 BA	Step 11 BA	\$54,088.00	
*Keith Westrick	St. Marys		Step 10, MA+30	\$31,156.50 (½ time)	14

* Keith Westrick is a re-employed retiree. According to Celina Contract 29.04, he is to be placed on Step 10 at current degree Level. Mr. Westrick is also one-half time, as he only teaches the morning session.

** These are the extended days the teacher will be granted for the 2019-20 and 2020-21 school years. A different number of extended days may be awarded after the 2020-2021 school year per Section 9.C. of this Agreement.

APPENDIX B: Dates of Hire - Tri Star Teachers
 [To be completed and verified; for use in mutually-agreed Seniority List]

NAME	DATE OF HIRE
Kenny Platfoot (Coldwater)	3/1/2017
Mike Siebert (Coldwater)	6/28/ 2017 2007
Rob Menker (St. Marys)	5/19/1999
Jerry Kohnen (St. Marys)	6/13/2001
Brenda Speck (St. Marys)	5/13/2015
Keith Westrick (St. Marys)	5/10/2017
Brent Tippie (St. Marys)	6/13/2018
Annette Albers (St. Marys)	7/11/2018
(Celina)	
(Celina)	
(Celina)	
(Celina)	
(Celina)	
(Celina)	
(Celina)	
(Celina)	
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(Celina)	
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(Celina)	

KA 7/18/19
 AH 7/18/19