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RELATIONS BOARD

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HAND DELIVERED

AGREEMENT

BETWEEN

THE BROOKVILLE TEACHERS ASSOCIATION

AND

THE BROOKVILLE BOARD OF EDUCATION

MARCH 26, 2011 THROUGH JUNE 30, 2014

63

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ARTICLE 1

RECOGNITION AGREEMENT

The Brookville Board of Education (hereinafter referred to as the Board) recognizes the Brookville Teachers Association, an affiliate of OEA/NEA, (hereinafter referred to as the Association) as the sole and exclusive bargaining agent for all certified/licensed professional personnel. The certified/licensed staff, as used herein, shall be defined as classroom teachers, librarians, special teachers (art, music, physical education, etc.), guidance counselors, speech therapists, and certified nurses who at the minimum provide half-time service to the Board and are under contract.

The superintendent, principals, assistant principals, school psychologist, and all others who are hired pursuant to Section 3319.02 of the Ohio Revised Code are not included in the bargaining unit described above.

ARTICLE 2

MANAGEMENT RIGHTS

The Board, by mutual agreement with the Association, commits itself to such Association recognition and other conditions of employment as incorporated in this Agreement; and the Board, on behalf of the electors of the district, retains and reserves unto itself the ultimate responsibilities for the 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 provisions 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.
- 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.
- E. To determine the size and strength of the work force.

The exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and expressed terms of this Agreement and then only to the extent such specific and expressed terms thereof are in conformance with the Constitution and Laws of the State of Ohio and the Constitution and Laws of the United States.

ARTICLE 3

INDIVIDUAL AND ASSOCIATION RIGHTS

Both parties to this contract agree:

- A. Members of the instructional staff are entitled to full rights of citizenship regardless of race, sex, color, creed, place of origin, age or physical handicap.
- B. Members of the instructional staff have the right to participate in professional and civic organizations for their personal benefit and interest.
- C. Members of the instructional staff have the right to exercise their constitutional rights of political involvement without fear of reprisal or discipline in any form.
- D. Members of the instructional staff shall abide by negotiated Board-adopted policies and by provisions in individual instructional staff members' contracts, to the extent that their personal safety or well-being or that of students in their charge will not be threatened.
- E. Due process is a right to which all members of the instructional staff are entitled. The individual has the right to Association representation at any employment related meetings.
- F. Individuals have the right to join or not join any association.
- G. Teachers have the right to use of a designated school bulletin board; however, no label of membership or other identification shall be placed on any mailbox by any teacher or by the Association.
- H. The Administration shall provide nonconfidential information requested by the Association for the purpose of investigating and processing grievances.
- I. The Association shall provide nonconfidential information requested by the Administration for the purpose of investigating and processing grievances.
- J. A copy of the monthly Board of Education meeting agenda will be provided to the Association President at a time and in a form similar to that used for purposes of providing this information to the Board. Minutes of each Board meeting shall be provided to the Association President no later than five (5) working days after said minutes have been approved by the Board.
- K. The Association shall have the right to payroll deductions of dues authorized if such authorization is made in writing to the Board by each Association member. Such authorization shall continue in effect until such time as the individual member gives written notice to the Board Treasurer to discontinue such deductions or employment with the Board terminates. Dues collected in this manner shall be promptly transmitted to the Association. The Treasurer will notify the Association of any change during the school year related to union dues.
- L. The Board of Education will mail to the President of the Association the names and addresses of all new hires within ten (10) days of the Board's action to hire.

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- M. The Board shall authorize the Association up to a maximum of eight (8) days of absence without loss of pay per year (September 1 – August 31) to members of the Association elected to represent the Association or chosen to serve on programs or an official representative capacity at Association, NEA, or OEA meetings, conferences, or conventions. The eight total days shall be the maximum total days available for all such programs, regardless of the number of employees involved. Such leave may not be used for meetings, conferences, or any other teacher organizations. Such leave may only be taken in increments of whole days. As a condition of this leave, a request for use of this leave must be submitted by the President of the Association to the Superintendent or the Superintendent's designee not less than three (3) workdays prior to intended use.

In case of emergency the President of the Association shall have release time, such time shall be granted when the teacher's classroom responsibilities have been covered.

In the event negotiations for a successor Collective Bargaining Agreement are scheduled during working hours, this will not be charged to this or any other leave.

- N. The Board and Association recognize that a teacher has the right and responsibility to study, investigate, present, and discuss relevant facts and ideas in the teacher's area of competency. As a professional, the teacher shall strive to maintain a spirit of free enquiry, open-mindedness, and impartiality in his/her classroom. Complaints in regard to academic freedom will be submitted by the procedure contained in Board Policy #2240.
- O. The following items will be available to the Association for purposes of communication with bargaining unit members: use of bulletin board in each building, use of school mailboxes, PA system, and electronic messaging systems, school equipment and free of charge use of a meeting room to hold Association meetings.
- P. The Association, with prior agreement of the administration will have the ability to present at Board meetings, staff meetings, and new teacher orientation.

ARTICLE 4

FAIR SHARE

- A. Establishment of a Fair Share Fee: The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Brookville Teachers Association/OEA/NEA a fair share fee for the Association's representation of such non-members during the terms of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.
- B. Payroll Deduction of Fair Share Fee: The Board shall promptly transmit all amounts deducted to the Association.
- C. Notification of Amount of Fair Share Fee: During the terms of this contract, notice of the amount of the annual fair share fee shall be transmitted by the Association to the Treasurer of the Board on or before each September 15. This will be done for purpose of determining the amounts to be payroll-deducted.
- D. All Fair Share Fee Payers: Payroll deduction of such annual fair share fees shall commence on the first pay date, which occurs on or after January 15th annually. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of (1) sixty (60) days employment in a bargaining unit position; or (2) January 15th.
- E. Upon Termination of Membership During Membership Year: The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction. The deduction of said amount shall commence on the first pay date occurring on or after forty-five (45) days from the termination of membership.
- F. Transmittal of Deductions: The Board shall accompany each fees transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.
- G. Procedure for Rebate: The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09 © of the Ohio Revised Code and that a procedure for challenging the amount of the fair share (representation) fee has been established and will be given to each member of the bargaining unit who does not join the Association. The Association further represents that such procedure and notice shall be in compliance with all applicable state and federal laws and the constitutions of the United States and Ohio.
- H. Entitlement to Rebate: Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

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- I. Employment Contracts: At the time of hire, all new bargaining unit members shall receive a notice to read:

"Your contract of employment is subject to the Collective Bargaining Agreement between the Brookville Local School Board of Education and the Brookville Teachers Association, an affiliate of the Ohio and National Education Associations. The terms and conditions of this Collective Bargaining Agreement are incorporated into your employment by this reference as though fully written there. By receiving this notice and holding an employment contract with the Brookville Local Board of Education, you are subject to a fair share fee and you are agreeing, if you elect not to join or remain a member of the Brookville Teachers Association/OEA/NEA, to pay to the Association the prescribed annual fair share (representation) fees and uniformly applied assessments for service and benefits to be conferred upon you by the Association as your exclusive bargaining agent during the term of your employment with this school district."

ARTICLE 5

TEACHER CONTRACTS

- A. The teacher contract in the case of a multiyear limited contract or a continuing contract shall be issued to a teacher no later than June 1 unless an anticipated decrease or shift in a specific building's enrollment necessitates a delay.

Said contract shall specify the following information:

1. Type of contract (Limited or Continuing)
2. School year
3. Name of the employee
4. Base pay

B. Contract Status Non-Tenured Staff

The contractual procedures for the employment and reemployment of non-tenured certificated/licensed staff members shall be as follows:

1. New teachers to the district may be granted a one (1) year limited contract. Effective July 1, 2002, nontenured staff members teaching in an area in which they have less than full certification/licensure (for example, holding a substitute certificate/license, temporary certificate/license, etc.) shall be employed on a one-year limited contract until they obtain full certification/licensure in such area; upon obtaining full certification/licensure in the area in which they are teaching, such employees will then be eligible for multiyear contracts under paragraphs B.2., 3., and 4 of this Article, provided however, teachers holding full certification/licensure in the area in which they are teaching shall not revert to one-year limited contracts merely because they are transferred to teaching an area in which they do not have full certification/licensure.
2. All teachers who have successfully completed three (3) years (three one-year limited contracts) of teaching in the district, as verified through the Board-adopted evaluation procedure, shall be granted a two (2) year limited contract.
3. All teachers who have successfully completed a two (2) year contract as verified through the Board-adopted evaluation procedure, shall be granted a three (3) year limited contract.
4. All teachers who have successfully completed a three (3) year limited contract as verified through the Board-adopted evaluation procedure, shall be granted a three (3) year limited contract.

In summary, contracts are awarded on the following schedule: one (1) year, one (1) year, one (1) year, two (2) years, three (3) years.

C. Continuing Contracts

Any teacher who expects to become eligible for a continuing contract during the duration of his or her next limited contract may request, by March 1, a limited contract of lesser duration. In this way, a request for continuing contract can be considered at the earliest possible time. Said teacher will submit a Continuing Contract Request Form for continuing contract no later than October 1 of any contract year. Recommendation concerning such continuing contract shall be made by the Superintendent. That recommendation shall be accepted or rejected by the Board.

D. Reemployment of Retired Teachers

1. The reemployed teacher shall start with salary schedule placement experience of zero (0) to ten (10) years at the discretion of the superintendent. The reemployed teacher shall be advanced one year on the salary schedule for each year of reemployment service in the district and there shall be no placement or advancement beyond master's degree.
2. Length of contract shall be for one (1) year and shall automatically expire without the district having to give notice to nonrenew.
3. In the event of a reduction in force, the reemployed teacher shall have no seniority and shall not have the ability to accumulate seniority under Article 10 of the contract.
4. Reemployed teachers shall not be eligible to participate in any retirement incentive program nor are they eligible for severance pay.
5. Reemployed teachers shall have the option for the district insurance programs.
6. Reemployed teachers shall commence their employment with zero (0) days accumulated sick leave and shall earn one and one-quarter (1¼) days of sick leave per month. The district may advance a reemployed teacher up to five (5) days sick leave.
7. Reemployed teachers shall be regarded as veteran teachers and placed accordingly within the differentiated evaluation procedure.
8. The district is not obligated to rehire or give a preference to a teacher from the Brookville district or any other school district.

ARTICLE 6

PAYROLL PROCEDURES

Payroll periods are established on the basis of every two weeks and twenty-six pay periods per year. The district may have flexibility to make adjustments to the twenty-six (26) pay periods in applicable years, (i.e., payroll creep year). When a payday falls on a holiday or a day of vacation, the pay will be made on the preceding day. Except as provided in this paragraph, checks will not be available prior to payday.

During the summer months, checks will be mailed at Board expense by 12 noon on Thursday immediately preceding the pay date.

On a payday when school is canceled, checks will be distributed on the next workday.

Deductions shall be made for unauthorized absences, federal, state and local taxes required by law, the teacher's share of the retirement contribution, and union dues. The Treasurer will notify the Association of any change during the school year related to union dues.

Tax sheltered annuities and 457 deferred compensation plans may be deducted. Two open periods of fifteen days each, January 10-25 and September 10-25, are enrollment periods for tax shelters. Participation will be limited to these companies, unless a minimum of five people wish to participate in another company:

AIG VALIC	ING
American General	Metropolitan Life
Ameriprise Financial Services	New York Life Insurance
AXA Equitable	Oppenheimer Funds
Franklin Templeton	Symetra Financial
Horace Mann	

Direct Payroll Deposit – The teaching employees may designate a depository and direct automatic payroll deposits to banking institutions which are members of the National Automatic Clearinghouse Association (NACHA). Such designation and authorization will be effective for the entire year and the teacher may not revoke or alter the authorization during said year without the authorization of the Treasurer. Request for direct deposits shall be made in writing to the Treasurer. Such requests must be made on forms available from the Treasurer. Direct deposits will be made to one bank, into either a checking account or savings account or both.

All employees hired after May 1, 2002, will be paid through direct payroll deposit. New employees must designate their depository bank for direct deposits at the time of employment and such designation may not be revoked or altered during the balance of that school year. An employee may change his/her designated bank for the next school year by completing and submitting the required form on or before June 15.

The Board and its agents shall not be liable for any errors or omissions by the clearinghouse bank or the depository of said funds.

ARTICLE 7

COMMITTEES

Evaluation Committee

An Evaluation Committee, consisting of an equal number of teachers and administrators, will review evaluation guidelines to continue the uniform implementation of evaluation procedures. Recommendations will be made to meet current and relevant concerns. This committee will meet at a minimum frequency of biannually and report to the Superintendent and Association President.

Class Size Resource Committee

At the request of the Association or the administration, a Class Size Resource Committee shall be formed for the purpose of developing and providing resource information on the sizes of classes in Brookville Local Schools and to hear concerns of administrators and/or teachers. At such time, the Association shall appoint the teacher members, and the Superintendent shall appoint the administrative members of the Class Resource Committee.

- A. The Class Size Resource Committee shall develop a bank of resources for future use. In developing such resources, the committee's consideration may include at least the following:
 - 1. Community volunteers (including Americorps)
 - 2. High school volunteers/tutors
 - 3. College students (including but not limited to student teachers)
 - 4. Technology resources
 - 5. Professional development

- B. The Class Size Resource Committee shall develop a list of factors to be considered when evaluating and making recommendations to resolve problems of class size. In developing such a list, the committee's consideration shall include at the least the following.
 - 1. Grade level of the class at risk
 - 2. Course content for the class at risk
 - 3. Available space
 - 4. Cost effectiveness

When a teacher or administrator identifies a potential classroom at risk, said teacher and building administrator shall initially have a conference to resolve the problem. If no resolution is satisfactory to both parties, the problem may be presented to the Class Size Resource Committee for recommendations. If no recommendations are satisfactory to both parties, the problem will be presented to the Superintendent for resolution.

Staff/Administration Committee

The Board and the Association agree to maintain the current Staff/Administration Committee. Participants will commit to two- or three-year terms. The Association, BSEA, and the Administration shall appoint their representatives to the committee. At the end of the contract the Associations and Administration will determine whether the committee should continue as a joint committee or changed to separate teacher and non-teaching employee committees.

Intervention Assistance Team Committees (IAT)

There shall be standing IAT (Intervention Assistance Team) Committees as set forth below. Each of the following IAT Committees shall have a minimum of 4 and a maximum of 6 members. Each member of an IAT Committee may annually receive up to four (4) hours of training. A member whose committee routinely meets outside the normal teacher workday shall receive the indicated stipend. The stipend will be reduced by 50% if meetings are held during the normal teacher workday (e.g., IAT meetings held during lunch or planning period).

<u>Grade Level</u>	<u># IAT Committees</u>	<u>Annual stipend per member</u>
K – 3	2	\$400
4 – 6	2	\$400
7 – 8	1	\$200
9 – 12	1	\$200

Teachers who are not members of the convening IAT Committee will receive \$15.00 for required attendance at the entire IAT meeting.

Submission for payment must be made by the 15th of the month for all meetings attended the previous month.

Staff Development Committee

There shall be a standing Staff Development Committee formed for the purpose of developing effective use of in-service days. The Association shall appoint up to 6 teachers. Administrative representatives shall be appointed by the Superintendent. The committee will convene by September 1.

ARTICLE 8

BOARD OF EDUCATION RECORDS OF PERSONNEL

There shall be only one official personnel file for each employee which shall be located in the Board of Education Office. Each teacher has the right, upon reasonable notice, to view the materials in their personnel files with the Superintendent or his designee present, exclusive of confidential letters of recommendation or reference. Teachers shall receive a copy of all information placed in the file. If an unfavorable statement or notation is in the file, the staff member would be given an opportunity to place a statement of rebuttal or explanation in his/her file.

After a period of five (5) years, any disciplinary action of record (verbal or written reprimands and/or suspensions) shall be removed from an employee's personnel file, provided said teacher has not received any similar discipline in the intervening sixty (60) month period and that such information is not of a moral nature or actionable under Ohio law.

No anonymous material/complaints shall be placed into an employee's personnel file.

EVALUATIONS

Certificated/licensed personnel will be furnished with copies of all classroom observation evaluation reports to be included in personnel folders.

The evaluation procedure shall be uniform throughout the system.

An Evaluation Committee, consisting of an equal number of teachers and administrators, will review evaluation guidelines to continue the uniform implementation of evaluation procedures.

ARTICLE 9

DISMISSAL

Termination

The Board may terminate the contract of any teacher for cause in accordance with the provisions of state law including, but not limited to, Ohio Revised Code 3319.16 and 3319.161.

Nonrenewal

A teacher who is to be nonrenewed shall be advised of said recommendation by the Superintendent at least seven (7) working days prior to the Board meeting at which the Board will consider the Superintendent's recommendation. The teacher may request in writing to address the Board in executive session prior to Board action. If requested by the teacher, he/she may be represented by counsel of his/her choice at this meeting. Nonrenewal procedures shall be in accordance with the provisions of state law including, but not limited to, Ohio Revised Code 3319.11 and 3319.111.

ARTICLE 10

POSTING OF AVAILABLE POSITIONS

The assignment and reassignment of teachers is the responsibility of the Superintendent of Schools. The assignment and reassignment will be made in accordance with the needs of the schools as determined by the Superintendent. The decision of the Superintendent shall be final. The administration will publish a listing of all vacancies for the succeeding school year as soon as they are aware (notified in writing) of said vacancies. The listing will be updated as vacancies occur during the school year.

- A. Notice of vacancies of bargaining unit work, which result from nonrenewals, resignations, terminations, or the creation of new positions, will be sent to the principal of each building.
- B. A notice of all available positions will be posted by electronic messaging to bargaining member's school message mailbox.
- C. Vacancies which are posted shall not be filled, except on a temporary basis, until the vacancy has been posted for at least ten (10) calendar days.
- D. When the Board decides to fill a supplemental vacancy, the position(s) shall be offered to:
 1. Qualified, certified/licensed employees in the district.
 2. Qualified, certified/licensed employees outside the district.
 3. Qualified, neither certified nor licensed employees.

TRANSFERS

- A. Teachers are subject to transfer from position to position at the discretion of the Superintendent.
- B. The following factors shall be considered in the transfer of teachers:
 1. Prior to transfers being made, the Superintendent will meet with the affected employee(s). All reasons for the transfer shall be reviewed. The Superintendent's decision shall be final. During the summer recess, notification of such conference shall be sent by certified mail to the affected employee(s). Employees are encouraged to keep any changes of summer address on file with the Board Treasurer.
 2. When teachers are to be transferred for reasons of decreased enrollment, consideration shall be given to the length of service which these employees have rendered in the system.
 3. After notification of transfer, there will be a meeting of the teacher and the receiving principal to plan the transition.

ARTICLE 11

REDUCTION IN STAFF

A. Definitions: The following definitions are primarily for the purpose of this Article 10 only:

1. Seniority – Seniority is the length of continuous service of a teacher, beginning with the most recent date of hire. Seniority will continue to accrue during all paid leaves of absences, if any, and for a period of two (2) years from the effective date of a layoff. Seniority will not be lost, but it will not accrue for any other leaves of absence or for employment by the Board in a position outside the bargaining unit. For purposes of reduction in force and recall, continuing contract teachers shall be deemed to have seniority over teachers who do not have continuing contracts. For purposes of reduction in force, limited contract teachers with full certification/licensure (for example, not substitute certificate/license or temporary certificate/license) shall be deemed to have seniority over limited contract teachers who do not have full certification/licensure. However, this does not apply to employees who were transferred to teaching an area in which they do not have full certification/licensure.
2. Qualified Teacher – A teacher shall be presumed qualified if: (1) such teacher possesses proper certification/licensure and (2) has taught a minimum of 160 days in any one school year during the last five years.
3. Suspension of Contracts – The procedure spoken to in Section 3319.17 ORC.

B. The number of teachers may decline from one school year to the next due to deaths, retirements, resignations, terminations, leaves of absence, or nonrenewals. Otherwise, reductions in staff shall be in accordance with this article.

The Board may implement the suspension of contracts as a means of reducing the number of teachers if, in the judgment of the Board of Education, it becomes necessary to reduce the number of teachers for any one or more of the following reasons:

1. Decline in student enrollment. This includes, but is not limited to, a long-term decline in enrollment. The decline in enrollment need not occur in the same year as the contract suspension.
 2. Return to duty of regular teachers after leaves of absence.
 3. Suspension of schools or territorial changes affecting the school district.
 4. Economic factors.
- C. In making reductions in force, through the suspension of contracts, the Board shall proceed to suspend contracts in accordance with the written recommendations of the Superintendent, who shall, within each teaching field affected, give preference to teachers on continuing contracts and to teachers who have greater seniority.

Teachers, whose continuing contracts are suspended, shall have the restoration to continuing service status in the order of seniority of service in the district, if and when teaching positions become vacant, or are created for which any of such teachers are qualified.

- D. No less than fourteen (14) days prior to submitting a final written recommendation to the Board concerning suspension of contracts, the Superintendent shall submit a draft of the proposed recommendation to the Association, and shall cause to be notified, in writing, each teacher whose contract is in jeopardy of suspension by reason of the proposed recommendations.
- E. If the Association and/or the affected teacher has objections to the proposed recommendations, they shall communicate such objections to the Superintendent, in writing, within seven (7) days of the receipt of the proposed recommendations, and such notification shall specifically state in what manner, if at all, the proposed recommendation would, if implemented by the Board, violate paragraph C (above) with respect to seniority.
- F. Each teacher who receives notice, pursuant to paragraph D (above) shall, if qualified, displace a teacher with less seniority in another area of certification/licensure. If the teacher who has received the notice is certified/licensed in another area of certification/licensure, but has not taught in that area in the last five (5) years, the teacher must commit to obtaining six (6) semester hours of college credit in the specific area of certification/licensure within one (1) year before the teacher shall displace a teacher with less seniority in another area of certification/licensure. Failure to meet this requirement will result in the teacher's contract being nonrenewed and loss of all recall rights.
- G. Limited contract teachers whose contracts have been suspended shall be placed on a Recall List along with continuing contract teachers whose contracts have been suspended. Rehiring shall be on the basis of seniority and qualification. If the teacher being recalled is certified/licensed in that area but has not taught in that area of certification/licensure in the last five (5) years, before receiving that position the teacher must commit to obtaining, within one year, six (6) semester hours of college credit in the specific area of certification/licensure.
- H. As vacancies occur, a teacher with the most seniority will be offered the position, by means of certified mail, at the last address given in writing to the Superintendent by the teacher. The offer will be deemed to have been made on the date of mailing, even if the certified mail is unclaimed or undeliverable. To accept the position, verbal intent must be given within ten (10) days and confirmation in writing within the following four (4) days (14 days total). Failure to accept the position offered within ten (10) calendar days of the date of mailing the offer will allow the Administration to offer the position to the next eligible person. Any teacher on the Recall List who completes additional course work qualifying him/her for positions other than those listed on the Recall List shall notify the Board Treasurer of the change and shall be eligible for the next vacancy.
- I. A teacher notified of recall to a position may turn down the first offered position, allowing the Superintendent to offer said position to the next person on the Recall List who is eligible to fill said position. The person making the turndown would retain his/her position on the Recall List. If a teacher refuses recall to another position, said teacher's name shall be removed from the Recall List.

- J. Unless removed from the Recall List for reasons under paragraph G (above), the names of teachers who have been placed on the Recall List shall remain on the list for a period of twenty-four (24) months following the last day of actual service. The Board will have no further obligation to rehire a teacher whose name has been removed from the Recall List. Persons whose names are on the Recall List shall be sent, by the Board, a copy of all job listings/vacancies occurring in the school district, as they are publicly posted.
- K. All teachers in the bargaining unit will be placed on a list which designates their seniority, most recent date of hire, their status as to whether or not they are limited contract or continuing contract, the teaching fields for which the teacher holds valid certification/licensure, and the teaching fields in which the teacher has obtained six (6) additional semester hours of course work relating to the certification/licensure areas. This additional course work shall be obtained either two (2) years prior or one (1) year after a change of assignment under this article. The seniority list will be updated yearly and distributed to the bargaining unit by November 1st.
- L. If seniority is tied, and such tied seniority would affect suspension of contracts or recall rights, such tie shall be broken by:
1. Date of hire by Board of Education action
 2. Actual first day of work
 3. Quality of evaluation
 4. Date signed contract is received by the Board of Education's designee.
 5. Flip of a coin with the affected employees and Association President present.

ARTICLE 12

LEAVE PROVISIONS FOR SICK LEAVE, PERSONAL LEAVE, INCLUDING ATTENDANCE INCENTIVES

Sick Leave

All full-time teachers shall be entitled to one and one-fourth days of sick leave per calendar month, unless on leave of absence, or a total of fifteen (15) days per year, to a maximum of 294 days. For absences in excess of five (5) consecutive days the Board of Education may require a physician's verification.

Previously accumulated sick leave of a teacher who has been separated from another Ohio Public Agency as provided in the Ohio Revised Code, shall be accepted at full value to the maximum allowed by the Brookville Board of Education provided none of such accumulated sick leave has been converted to pay upon retirement. It shall be the responsibility of the employee to request the statement of transfer of accumulated sick leave from the Treasurer's Office upon leaving the district.

Sick leave will be granted for a day or a half day. Deductions of sick leave will be in one-half blocks as follows: one half day; over four hours, then one full day shall be deducted.

Reasons acceptable for sick leave are:

- A. Absences due to personal illness, pregnancy, adoption, emergency medical or dental treatment/or appointment, injury, exposure to contagious disease which could be communicated to other employees or to students, and for illness, injury or death in the teacher's immediate family. Immediate family shall be defined as the teacher's mother, father, husband, wife, child, stepchild, grandparent of any degree, grandchild, or other permanent resident of the teacher's household.

Sick leave for pregnancy (normal delivery) is defined as six (6) weeks immediately following the birth.

Teacher may use sick leave for any disabling complication of pregnancy or childbirth, provided she is on active pay status at the time the disability occurs. Certification that the pregnancy or childbirth has produced disabling complications must be provided by a physician and attached to the sick leave form. The certification must state the nature of the disabling condition along with an estimate of the length of time the teacher will be disabled.

Sick leave for adoption shall not exceed ten (10) working days beginning with the date of the child's placement in the home.

- B. For a death or serious illness of a near relative to a maximum of five (5) sick-leave days. A near relative shall be defined as mother-in-law, father-in-law, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, or spouse's grandparent. After consideration of remaining personal leave, the Superintendent's prior approval is required for emergency situations not listed.

Personal Leave

All personnel, except intermittent employees, are eligible for a maximum of three (3) school calendar days with pay for personal leave per contract year. Personal leave days are not cumulative. Of the three (3) days of personal leave, one day shall be granted without the employee being required to specify a reason for the requested leave provided however, that such unrestricted day cannot be used during the spring period of the school calendar (March 16 through the last workday at the end of the school year).

A ten percent (10%) limitation of the staff per building shall not be exceeded on any given day without prior administrative approval. Personal leave requests for the day immediately preceding or the day following school opening or closing, school holiday and/or parent-teacher conference compensation day shall not be approved, EXCEPT IN THE CASE OF AN EXTREME DOCUMENTED EMERGENCY, WHERE DAY BEFORE OR DAY AFTER WILL NOT APPLY. The school year calendar shall be used to establish a twelve-month period for use purposes. Personal leave days shall be requested on Board of Education forms. The Treasurer of the Board shall make proper payroll deductions for any unauthorized use of personal leave.

Application for personal leave shall be submitted at least three (3) days prior to use, EXCEPT IN THE CASE OF DOCUMENTED, EXTREME EMERGENCY. USE OF PERSONAL LEAVE FOR EMERGENCIES REQUIRES NO PRIOR NOTIFICATION BUT THE EMPLOYEE (1) shall be required to notify his/her supervisor as soon as possible and (2) shall be required to file the proper forms upon return to work. The three personal leave days will be approved without loss of pay for the following reason:

PERSONAL BUSINESS THAT CANNOT BE CONDUCTED OUTSIDE THE SCHOOL DAY.

Abuse of personal leave shall be subject to disciplinary action. One cannot use personal leave days for vacation purposes. Personal leave will be granted for a full day or half day only.

Perfect Attendance Incentive

Perfect attendance is defined as no usage of sick leave, personal leave, or deduct days. There shall be three separate calendar periods that a teacher can receive a perfect attendance incentive: the fall time period is from the first workday of the school year through November 15; the winter period is from November 16 through March 15; the spring period is from March 16 through the last workday at the end of the school year.

Employees who achieve perfect attendance during any or all of the three time periods may elect to choose only one of the following options by notifying the Treasurer of their choice by September 15. Eligible teachers who do not notify the Treasurer by September 15 will receive the incentive under Option B.

A. Earned Severance

Any teacher may receive one half day of earned severance for perfect attendance for either or both fall and winter time periods. A teacher may receive one full day of severance for perfect attendance for the spring time period. Earned severance is in addition to regular severance. Regular severance is that received by the employee as a result of accumulated

sick leave (See Article 17). In addition, in order to be eligible for the Earned Severance, the employee must have retired or died while an employee of Brookville Local Schools.

B. Conversion

Any teacher may receive \$100.00 for perfect attendance for the fall time period to be paid in the first paycheck in December. A teacher may receive \$150.00 for perfect attendance for the winter time period, to be paid in the first paycheck in April. A teacher may receive \$250.00 for perfect attendance in the spring time period to be paid in the second paycheck in June.

ARTICLE 13

SICK LEAVE BANK

In the event an employee has exhausted his/her accumulated sick leave and, upon notification by the Office of the Treasurer of the advance of five days from the District, as per Ohio Revised Code, the employee will, prior to actual use, contact the Association for approval of borrowing days from the Sick Leave Bank. Upon written approval from the Association's Executive Committee, the District shall advance days from the Sick Leave Bank. The individual can request annually up to twenty (20) days of additional sick leave from the days of sick leave that have been deposited in the District Sick Leave Bank. The Sick Leave Bank may accumulate donated days to a maximum of one hundred (100) days. No individual shall be permitted to accrue more than sixty (60) days of advanced sick leave from the sick leave bank during their career with the District. These days will be paid back after all days have been paid back to the District. In the event that an individual leaves the District with a negative balance of sick days, the teacher shall be financially responsible to the District for the cost of those days. Loans from the Sick Leave Bank will be limited to those individuals who have contributed a day or days to the bank.

Each bargaining unit member may contribute one (1) day of his/her accumulated sick leave to the Sick Leave Bank during the enrollment period. The enrollment period will be from the first workday of the year through September 15 of each year. New teachers hired after the school year has commenced shall have thirty (30) days to enroll. The donated day is not returnable. A donated day guarantees a bargaining unit member Sick Leave Bank membership for the length of employment. Should the number of donated days in the Sick Leave Bank drop below ten (10 days), sick leave bank members will be required to donate an additional day. A written application is required for approval of days. A doctor's excuse may be requested. The member who borrows days will pay back the days at the rate of 50% of his/her annual accumulated sick leave at the end of the salary contract year, each year until the total number of days borrowed has been restored to the bank.

ARTICLE 14

LEAVES OF ABSENCE

- A. Upon approval of the Superintendent and the Board, a teacher may be granted leave of absence without pay for the following reasons: (1) medical; (2) maternity; (3) adoptions; (4) child care; (5) military deployment; (6) professional study; and (7) others specifically set forth in this Article.

Hourly-rated teachers shall not be granted leaves of absence, except as may be required under the FMLA.

1. Duration

Leave shall be for up to one (1) year, with the exact amount of leave coordinated with FMLA leave under Article 14B. An additional year of leave may be granted upon proper application and subject to the approval of the Superintendent and the Board.

Unless otherwise required by law, leaves of absence shall not be granted beyond the life of the employee's current contract.

Where the requested leave is for illness or disability, leave shall be granted for a period of not more than two (2) consecutive years in accordance with Ohio Revised Code §3319.13.

2. Requests

Request for such leave shall be submitted to the Superintendent in writing at least thirty (30) days prior to the first day of the expected leave. An extension, if requested, shall be requested in writing to the Superintendent at least thirty (30) calendar days prior to the termination of initial leave.

Requests for leave due to personal illness must be accompanied by a statement from the attending physician that states the nature of the illness and recommendation for such leave.

The Board may grant leave of absence without the request of the teacher in accordance with Ohio Revised Code §3319.13 and §3319.16.

3. Benefits

All Board contributions toward fringe benefits shall cease during the period of unpaid leaves, except as otherwise provided in Article 14B.

Teachers on unpaid leave shall be entitled to full fringe benefits at their own expense. Employees wishing to continue their participation in district group insurance programs shall state such intentions with their request for leave of absence. During an approved leave of absence, a teacher may continue to participate in district group insurance programs providing he/she is willing to assume the premium cost of such coverage, except as otherwise provided in Article 14B. Such payments shall be made, in advance, by the employee in the manner prescribed by the Treasurer's office.

4. Termination of Leave

Teachers are entitled to reinstatement at the expiration of the leave to the same or a similar class assignment and shall be given consideration for a similar supplement duty assignment, if any, as held prior to the leave.

Seniority does not continue to accrue while on unpaid leave of absence; however, a leave of absence does not constitute a break in service.

A teacher returning from leave of absence for the reason of illness, maternity, or disability shall present verification by the teacher's physicians of fitness to return to work.

If, at the end of the maximum period of leave, the teacher does not return to work and has not been granted disability under STRS, the teacher's employment contract will be terminated.

Failure to complete the terms for which leave was requested shall be grounds for termination of leave and/or contract.

B. Family and Medical Leave (FMLA)

The Board and employees shall have whatever rights, duties, discretion, and responsibilities as set forth in the Family and Medical Leave Act (FMLA) of 1993 (29 U.S.C. §2601, et seq.) as is or may be amended, under Section 3430.01 of the Bylaws and Policies of Brookville Local Schools, and in accordance with the following provisions:

1. To be eligible for FMLA leave, teachers must have been continuously employed for at least one (1) year and have either: (a) worked for at least 1250 hours during the 12 month period immediately preceding the date of the teacher's request; or (b) have been employed under a regular teaching contract during the 12-month period immediately preceding the date of the teacher's request.
2. FMLA leave may be taken for the following reasons:
 - a. For the birth and care of a newborn child;
 - b. For placement of a child for adoption or foster care with the teacher;
 - c. To care for an immediate family member (spouse, child, or parent) with serious health condition;
 - d. When the teacher is unable to work because of a serious health condition; or
 - e. Any other reason expressly provided for in the FMLA.
3. No more than twelve (12) weeks of FMLA leave will be granted in any 12-month period.
4. For purposes of determining the "12-month period" in which an eligible employee is entitled to twelve (12) weeks of leave, said 12-month period shall be a "rolling" 12-month period measured backward from the date an employee uses any FMLA leave.
5. When the need for FMLA is leave is for foreseeable, the teacher must provide thirty (30) days advance notice by requesting leave in writing. When thirty (30) days notice is not possible, the teacher must provide notice as soon as possible under the circumstances.

6. The teacher must provide sufficient information to demonstrate that the request for leave qualifies for FMLA protection, including the anticipated timing and duration of the leave. Sufficient information may include the nature of the illness, the extent to which a family member is in need of care, and/or other facts supporting the need for leave. If the Board believes the teacher has provided insufficient information, the teacher will be notified of the additional information necessary and provided sufficient time to supply the additional information requested.
7. Once it has been determined that the teacher's situation qualifies for FMLA leave, the teacher may choose to concurrently use any accrued, paid sick leave under this Agreement as FMLA leave. If the employee does not meet the requirements for paid leave, the employee will still be entitled to FMLA leave, subject to the requirements in this Agreement. After FMLA leave entitlement has been exhausted or expires, the teacher will be entitled to any additional paid or unpaid leave provided for in this Agreement.
8. An employee on FMLA leave shall, at not less than two-week intervals, report to the Superintendent the employee's status and intent to return to work.
9. An employee who takes FMLA leave shall continue to participate in the Board's group insurance program during the leave on the same terms and conditions that would have applied had no leave been taken. The premium portion payable by the employee is due on the first day of the month in advance. Upon expiration of FMLA leave, the employee may continue dental and/or hospital insurance by making payments in accordance with COBRA regulations; to continue to be enrolled in the life insurance plan, the employee must pay the entire premium each month.
10. If the teacher is requesting intermittent leave or reduced schedule leave due to a serious medical condition, the request must be supported by a medical certification as to the necessity and expected duration of the leave. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the school district's operations. When an employee is required to provide a certificate from a health care provider, the required form will be available in the Superintendent's office. The Board may require the teacher to transfer, for the duration of any period of intermittent or reduced schedule leave, to an equivalent position that better accommodates the proposed intermittent or reduced leave schedule, if such a position exists within the teacher's area of certification.
11. An employee that is on FMLA leave due to his/her own serious health condition which made the employee unable to perform his/her job duties may not return to work without furnishing a certification from the employee's health care provider that the employee is able to resume work. Upon request by the administration, and at the Board's expense, an employee shall present himself/herself to a physician, who is paid by the Board, for a physical or mental examination. The employee may choose the physician to conduct such independent examination from any physician included in the "network" for the Board's group insurance plan; provided, however, that the employee may not choose a physician who has previously seen the employee as a patient. If the opinion of the employee's physician and the opinion of the Board-paid physician differ, the administration may require a third opinion, again at the Board's expense, from a third physician mutually agreed upon by the first two physicians. The third opinion shall be final and binding.

12. Upon expiration of FMLA leave, the employee shall be assigned to the same position held before taking leave, if the position is available; if not, the employee will be assigned to a similar position.

An employee who does not return to work upon the expiration of FMLA leave shall have his/her employment terminated.

C. Military Leave

All teachers of Brookville Schools who are members of the Ohio National Guard, Ohio Defense Corps, or the Ohio Naval Militia, or members of other reserve components of the Armed Forces of the United States shall be granted leaves of absence from their respective duties without loss of pay for the time period, and with such other rights, as set forth in Federal law.

D. Sabbatical Leave

Upon recommendation by the Superintendent, the School Board will grant to a teacher an unpaid sabbatical leave for study, including study in another area of specialization, for travel or for other reasons deemed to have value to the school system, subject to the following conditions:

1. Said leave shall be for a period of one (1) full semester or one (1) full year. An additional semester or year may be granted by the Board upon request.
2. If there are sufficient qualified applicants, sabbatical leave will be granted to a maximum of two (2) percent of the bargaining unit at any one time.
3. Requests for sabbatical leave must be received by the Superintendent in writing in such form as he may require, not later than December 31, and action must be taken on all such requests not later than April 1 of the school year preceding the school year for which the sabbatical leave is requested.
4. The teacher must have completed an aggregate of at least five (5) full school years of credited service in the Brookville Local School System in order to be eligible for sabbatical leave.
5. Upon return from sabbatical leave, a teacher will be considered as if he/she had been on active service during the leave and will be placed on the salary schedule at the level he/she would have achieved if he/she had not taken such leave. All benefits to which a teacher was entitled at the time his/her leave commenced, including unused accumulated sick leave, will be restored to him/her upon his/her return, and he/she will be assigned to a similar position to that which he/she held at the time leave commenced. A teacher on a leave of absence shall notify the Superintendent not later than March 1 of his/her intention to return or not return to his/her position.
6. A teacher on sabbatical leave may at his/her expense continue health insurance and other fringe benefits.

E. Assault Leave

The Board will grant assault leave to employees absent due to physical disability resulting from assault under the following conditions:

1. The Board of Education shall provide assault leave for teachers who are absent due to any physical disability caused by an assault which occurs during the course of Board employment. Such leave will not cause any loss in pay, or be charged against sick leave accumulated by the teacher.
2. Medical verification shall be provided for assault leave which extends beyond five (5) work days. Assault leave shall not extend beyond thirty (30) work days unless additional days are approved by the Board of Education. If leave is to extend beyond thirty (30) work days, the Board may require an additional medical examination by a physician of the Board's choice. In such an event, the Board shall pay the full cost of the examination.
3. Teachers who use assault leave shall furnish to the Superintendent a written, signed statement describing the circumstances and events surrounding the assault, including the location and time of the assault, names and addresses of witnesses (if known), and a description of the injuries sustained. All cases of assault are to be investigated as thoroughly as possible. The Association agrees to encourage teachers to cooperate fully with administration and law enforcement officers in the apprehension and prosecution of persons charged with assault.
4. Assault leave compensation shall be limited to sixty (60) work days per school year.
5. All assault leave shall be counted against the amount of FMLA leave the employee is entitled to receive under Article 14.

F. Maternity Leave

1. Leave Rights

A teacher who is pregnant shall be entitled to an unpaid leave of absence for maternity reasons. This leave may begin at any time between the commencement of pregnancy and one (1) semester after the child is born. Such leave shall be for one (1) complete school year or one (1) semester. This one (1) semester may be extended to a second semester by application and Board approval.

2. Application for Leave

Application for maternity leave shall be in writing and shall contain a statement of the expected date of birth, the date on which the leave of absence is to commence, and the date the teacher anticipates return to service. Such return date shall coincide with the commencement of a school year or a semester. Application for maternity leave shall be granted by the Board of Education.

3. Time for Filing Application

Application for maternity leave prior to childbirth shall be made prior to the sixtieth (60th) day before the beginning date of the maternity leave.

4. Reinstatement Rights

Upon return from approved maternity leave at the time set forth in the application for leave, the teacher shall be entitled to reinstatement to, the same as, or in a similar position to that which she held prior to the leave.

If the teacher desires to return to active service prior to the stated date of the application for leave, the teacher shall notify the Superintendent in writing that an early return to service is requested and the date upon which the teacher wishes to return. If the Superintendent agrees to the early return and says so in a recommendation to the Board, the Board of Education may authorize the early return of such teacher.

A teacher on a leave of absence shall notify the Superintendent not later than March 1 of her intention to return or not return to her position.

5. All maternity leave used for a purpose which would qualify for leave under the Family and Medical Leave Act of 1993 shall be counted against the amount of FMLA leave the employee is entitled to receive under Article 14.

G. Adoption Leave

1. Teachers may request a leave of absence without pay for the adoption of a child. The adopting parent will make a request of the Superintendent, in writing, as soon as the date of adoption has been definitely determined. This request shall specify the time for the leave.

Such leave shall be for one (1) semester period and may be extended for an additional semester upon application, and if approved by the Board. The right to adoption leaves expires at the end of the 12-month period beginning on the date of placement for adoption.

Request for adoption leave shall also indicate the anticipated date of return to service. Such return date shall coincide with the commencement of a school year. Applications for adoption leave shall not be granted automatically.

2. Reinstatement Rights

Upon return from approved adoption leave at the time set forth in the application for leave, the teacher shall be entitled to reinstatement to a similar position to that which the teacher held prior to the leave.

If the teacher desires to return to active service prior to the stated date of the application for leave, the teacher shall request reinstatement from the Superintendent in writing that an early return to service is requested, and the date upon which the teacher wishes to return. If the Superintendent agrees to an early return and says so in a recommendation to the Board, the Board of Education may authorize the early return of such teacher.

A teacher on a leave of absence shall notify the Superintendent not later than March 1 of his/her intention to return or not return to his/her position.

3. A teacher on adoption leave may at the teacher's expense continue health insurance and other fringe benefits.
4. All adoption leave used for a purpose which would qualify for leave under the Family and Medical Leave Act of 1993 shall be counted against the amount of FMLA leave the employee is entitled to receive under Article 14.

H. Child-Care Leave

1. Leave Rights

Any teacher shall be entitled to an unpaid leave of absence for child care to commence at the beginning of any semester. Such leave shall be for one (1) semester period and may be extended for an additional semester upon application, and if approved by the Board.

2. Application for Leave

Applications for child-care leave shall be in writing and shall contain a statement of when the teacher desires to begin the leave and the date the employee intends to return to service. Such return shall coincide with the beginning of the school year or a semester. Applications for child-care leave shall be granted by the employer.

3. Time for Filing Application

Application for child-care leave shall be made no less than thirty (30) days prior to beginning of leave date.

4. Reinstatement Rights

Upon return from approved child-care leave at the time set forth in the application for leave, the teacher shall be entitled to reinstatement to, the same as, or a similar position to that which he/she held prior to the leave.

If the teacher desires to extend the leave, he/she shall make a new application as described in section H.2. of this article. If the teacher desires to return early, prior to the expected return to work, the teacher shall notify the Superintendent in writing that an early return is requested, and include the date upon which the teacher desires to return. If the Superintendent agrees to the early return and recommends it to the Board, the Board of Education may authorize the early return of the teacher.

5. A teacher on a leave of absence shall notify the Superintendent not later than March 1 of his/her intention to return or not return to his/her position.
6. All child-care leave used for a purpose which would qualify for leave under the Family and Medical Leave Act of 1993 shall be counted against the amount of FMLA leave the employee is entitled to receive under Article 14.

I. Professional Study Leave

Leave without pay may be granted on the basis of one (1) full semester or one (1) calendar year for full-time graduate student in a program approved by the Superintendent.

Credits earned must be filed with the Superintendent or his designee prior to reinstatement. An extension of one full year of leave may be granted upon request.

Any teacher requesting a leave of absence who thereafter changed plans, shall notify the Superintendent not later than May 1.

A teacher on a leave of absence who wishes to return shall notify the Superintendent not later than March 1.

J. Jury – Witness Leave

Absence for jury duty shall be granted for reporting to or serving on a jury. Each person on jury leave shall return payment received for such services to the Treasurer of the Brookville Board, and at the next regular pay period the employee shall receive full payment of his/her regular salary from the Board for the day(s) of excused absence for this purpose.

Any employee subpoenaed as a witness shall be granted witness leave up to five (5) days for purposes of serving as a witness. Each person on witness leave shall return payment received for such services to the Treasurer of the Brookville Board, and at the next regular pay period the employee shall receive full payment of his/her regular salary from the Board for the day(s) of excused absence for this purpose; provided, however, that if an employee is subpoenaed by the Association or a representative of the Association to testify in any dispute between the Board and the Association or a member of the bargaining unit it represents, the employee shall keep his/her witness fee and shall not receive from the Board any payment toward his/her regular salary for the days of excused absence for witness leave.

ARTICLE 15

DISTRICT POLICY/ADMINISTRATIVE GUIDELINES

In order to inform staff of Board of Education policies and procedures, the District will provide copies of BYLAWS AND POLICIES OF THE BOARD OF EDUCATION AND ADMINISTRATIVE GUIDELINES OF THE SCHOOL DISTRICT for each building. These copies will be placed in a location that is accessible to all staff. The District will provide information on policy issues at staff meetings or through in-service. The Association and the District will share the cost equally of these additional copies.

ARTICLE 16

PROFESSIONAL GROWTH/TUITION REIMBURSEMENT

The Board and Association believe that continuing education and professional growth is beneficial to the quality of classroom instruction.

The Board will establish an individual nontransferable account of \$600.00 for each full-time employee per year and \$300.00 for each half-time employee per year for the purpose of providing professional growth. Each employee may use the money in this account to obtain additional training or to apply said funds to expenses for professional leave. Attendance at a workshop/class when directed by an administrator will not be deducted from the individual's professional growth account.

All hours newly obtained through tuition reimbursement shall be graduate hours from an accredited college, university, or recognized teacher training program. Hours must be related to education or subject related areas. If there is a question on tuition reimbursement criteria, it is suggested that the Superintendent be contacted for approval prior to enrollment.

Employees shall submit proof of successful completion (passing or a grade of "C" or above) of course work or training to the Board Treasurer. Professional leave expenses shall be reimbursed upon the submission of the appropriate receipts to the Board Treasurer. Current purchase order procedure shall be required.

The Board will provide each National Board Certificate candidate with one professional day for preparing for the certification process. The Board will reimburse up to \$300 for the National Board Certification application fee upon obtaining National Board Certification.

ARTICLE 17

SEVERANCE/RETIREMENT PAY

The employee shall receive one-quarter (1/4) accumulated days up to two hundred ninety-four (294) days of sick leave or not more than seventy-three and one-half (73 ½) days. The amount per day shall be calculated by dividing the number of contracted days into the base salary of the employee at the time of retirement.

Retirement for purposes of this section shall mean retirement from either State Teachers Retirement System or School Employees Retirement System. The Treasurer of the Board of Education shall receive a copy of notice of approval from either retirement system. If an employee retires prior to the end of the school year, fifty percent (50%) of earned severance pay will be forfeited. The retirement funds being paid by the Brookville Local School District shall be paid within the calendar year of the last day employed in the Brookville Local School District. In the event of the death of an employee eligible for retirement by STRS standards, severance will be paid to the estate. In addition, in order to be eligible for this Severance/Retirement Pay, the employee must have retired or died while an employee of Brookville Local Schools.

SUPER SEVERANCE

The following Super Severance policy is intended to provide an incentive for early retirement. Participation in this plan is voluntary. This plan applies only to employees who retire prior to July 1. In order to be eligible for this Super Severance, the employee must have retired while an employee of Brookville Local Schools.

The employee will receive an additional 50% of severance pay if he/she retires with 30 years of service from STRS.

The employee must retire the first year eligible at 30 years or waive all rights to Super Severance under this contract. It shall be the responsibility of the unit member to keep track of when he/she first becomes eligible at 30 years and to provide documentation. If an employee becomes eligible to retire with 30 years of service during this contract, he/she will not be eligible for Super Severance under any future contract.

The Treasurer must be notified by April 1st of the year that retirement is planned. Retirement cannot be effective before the end of the school year.

A teacher with 30 days or less to qualify for retirement with 30 years under STRS will have the option of completing the full year or working the required number of days to meet the STRS requirements for retirement with 30 years of service.

DISBURSEMENT OF SEVERANCE/RETIREMENT PAY

Severance/retirement pay for any teacher age 55 or older who is retiring will roll over into a designed 403(b) accumulated leave plan. Any changes in the Section 403(b) regulations or any court or administrative agency interpretations of the regulations that are contrary to the provision of this agreement will make the provisions of the paragraph null and void. In the event that this provision becomes null and void, the parties shall meet to negotiate appropriate changes in line with the changes or the court of administrative agency interpretations.

In the event of death of a teacher, payment hereunder will be made in accordance with O.R.C. Section 2113.04.

ARTICLE 18

INSURANCE AND HEALTH BENEFITS

The Board of Education will make available health insurance benefits (United Health Care plan) to the certified/licensed staff. A copy of the medical plan will be provided to each member, and a copy will also be on file in the Treasurer's office. The Board may change carriers for this insurance as long as the service and plan coverage is the same as the plan listed herein. In the event the Board decides to change carriers, the Board shall notify the Association President of the proposed change not less than thirty (30) days prior to the implementation of said change. The Board shall provide the Association President with copies of the new plan and specifications and any other pertinent information regarding the new carrier. Employee participation in any of these insurance benefits is voluntary.

The Board will provide HMO Dental for an additional premium.

Option A – This is voluntary participation in the #125 Cafeteria Plan – Part A. (This is a voluntary salary reduction for out-of-pocket health care contributions.)

The Board will pay a maximum of \$13,000 for the period 2011 to 2012, a maximum of \$13,100 for the period 2012 to 2013, and a maximum of \$13,200 for the period 2013 to 2014 for medical and dental coverage. The effective date will follow the insurance renewal date.

The Board of Education will pay one hundred percent (100%) of the cost of single medical and dental coverage.

Should the employee choose to have only family dental coverage, the Board of Education will pay ninety percent (90%) of the cost.

The Board of Education will provide one hundred percent (100%) of the coverage if the husband and wife are both full-time employees of the district.

These policies shall be effective and implemented at the fall "open enrollment period" as established by the insuring agency. There shall be no increase in insurance coverage after the open enrollment period unless there is a "qualifying event."

A Flexible Savings Account (FSA) as governed by Section 125 of the Internal Revenue Act of 1978 shall be made available to bargaining unit members.

A life insurance policy equal to each employee's base salary, rounded to the next highest thousand dollars, shall be provided to each employee by the Board. The policy shall remain at the same value as determined by the first payroll of the current school year.

ARTICLE 19

INCLUSION PROCEDURE

A. Individualized Education Program (IEP) Team

The special education supervisor will try to schedule IEP meetings so that teachers whose duties would be impacted by the IEP will have the opportunity to participate. The teacher can also request a copy of the IEP and a meeting with the special education supervisor to review the IEP and accommodations necessary for the student. If any member of the team believes that services rendered to a student are inappropriate, the IEP team will be reconvened to discuss the placement and to reach a resolution.

B. Training/Staff Development

The district shall annually provide training and/or staff development programs for those teachers impacted by an IEP to enable the teacher to implement the IEP.

C. Specialized Health Care Procedures

Teachers shall not be required to perform medical procedures.

D. Support and Custodial Services

The individual responsible for providing support and custodial services will be identified in the IEP. Any teacher who has a need for additional assistance/support in his/her classroom due to student needs may appeal to the building intervention assistance team.

E. Release Time/Compensation

Each designated special education teacher/therapist shall be provided one release day for writing IEP's. Additional days may be granted with approval in advance from the building administrator for the purpose of completion of the IEP process provided the teacher/therapist demonstrates the necessity for such additional days.

F. Placement in Regular Education Classrooms

Special education teachers will work with their Intervention Assistance Team to develop the placement of special education students in regular classrooms.

Regular education teachers may schedule a meeting during the fifth week of each semester to review the individual placements.

ARTICLE 20

PLACEMENT ON SALARY SCHEDULE

A. Increments for Experience Outside District

In computing years of service, credit may be given for each school year any teacher was in service as a regular teacher in any accredited school system to a maximum of ten (10) years, provided full credit for a minimum of five years of actual teaching and military experience is given as required by O.R.C. 3317.14.

B. Additional Hours

Upon written verification submitted by the teacher to the Superintendent consisting of an official transcript or grade report followed in a timely manner by an official transcript, new contract status for pay purposes shall be considered within thirty (30) days using the criteria set forth below.

Each teacher who has completed the required semester hours which would qualify him/her for a higher salary bracket shall do so by September 15 or February 15 of any contract year. Fractional hours will not be rounded to the next highest number. For purposes of determining placement at BS+15, MS+15, MS+30, MS+45 and MS+60, all hours must be obtained after the specified degree is obtained.

Hours must be related to education or subject related areas and/or course work approved by the LPDC. If there is a question, it is suggested that the Superintendent be contacted for approval prior to enrollment.

Approved salary adjustments filed between September 15 and February 15 will be placed on the appropriate salary schedule at the beginning of the second semester of the current school year.

Approved salary adjustments filed between February 15 and September 15 will be placed on the appropriate salary schedule at the beginning of the school year.

The Superintendent shall place the teacher in the proper salary bracket as of the applicable date in accordance with the training and experience before certifying such salary training and experience to the Treasurer.

Example:

Date Range for Credit Verification:	Pay Increases become Effective:
After February 15 to September 15	First Pay of First Semester
After September 15 to February 15	First Pay of Second Semester

ARTICLE 21

TEACHER WORKDAY AND WORK YEAR

The normal teacher workday shall be defined as a total of seven (7) hours and thirty (30) minutes inclusive of a thirty (30) minute duty-free lunch period; however, at the discretion of the Superintendent, this normal workday may be extended for faculty meetings and other school-related activities not to exceed a total of seventy-five (75) minutes twice a month.

The normal teacher work year shall be 186 contract days and 179 student days.

1. Two workdays before school year
2. Two conference days
3. Two in-service days (may include WOE day)
4. One workday at end of school year

*The first work day at the beginning of the year may be waived with appropriate documentation of seven (7) hours of professional development obtained outside of the school day. Professional development must be related to education or subject related area. Appropriate documentation is defined as CEU's, certification of hours or certificate of attendance. Documentation must be submitted to the District's Office prior to August 1. Professional development must be obtained between August 1 and July 31 of the preceding school year.

ARTICLE 22

PLANNING AND CONFERENCE TIME

Planning and conference time will be provided for each professional staff member. Each member shall have two hundred and fifteen (215) minutes each week for planning and conference.

If a high school/middle school teacher is directed by a school administrator to perform other duties on his/her regularly scheduled planning time, said teacher shall receive compensation of \$18.00. Teachers may voluntarily exchange planning periods with no compensation required by the Board, provided the approval of the building principal is obtained to the exchange.

If an elementary teacher is directed by a school administrator to perform other duties on his/her regularly scheduled planning time, said teacher shall receive compensation of \$6.00 for every fifteen (15) minutes worked.

When no substitute teacher is available for an elementary classroom, the students in this classroom may be divided among other teachers. Substitute teacher pay for this day will be divided equally among the affected teachers.

ARTICLE 23

LOCAL PROFESSIONAL DEVELOPMENT COMMITTEES

A. Structure

In accordance with O.R.C. 3319.22, Local Professional Development Committees (LPDC's) shall be established to review course work and other professional development activities completed by educators within the district for renewal of certificates or licenses.

1. District LPDC

A District Local Professional Development Committee shall be established to decide equivalent activities toward Continuing Education Units (CEU's); develop a format for Individual Professional Development Plan Proposals for district-wide use; review and approve Individual Professional Plan Proposals by teachers and administrators; other appropriate district-wide program decisions; establish a district-wide Entry-Year Program pursuant to Department of Education Rules and Regulations 3301-24-4 review breaches of confidentiality of members in the District LPDAC; and to establish appropriate training for all members of District LPDC's.

a. District LPDC Membership

The District LPDC shall be comprised of seven (7) members. Four (4) shall be teacher members appointed to the committee as per the BTA Constitution and By-Laws. Three (3) shall be administrators as appointed by the Superintendent. There will be a floating administrator from outside the Brookville Local Schools who will be used for both LPDC's when a majority of administrators is required.

b. Terms of LPDC Teacher Members

Teacher members shall serve a term of two (2) years in a staggered rotation as per the BTA Constitution and by-Laws.

c. District LPDC Operating Procedures

Members of the District LPDC shall elect a Chairperson and Recorder at the first meeting. Additionally, the LPDC shall determine its operating procedures and meetings schedule by consensus. The LPDC shall meet quarterly during the school year, and also on an "as need to" basis. Meetings shall be held, when possible, to keep district costs at a minimum. Where consensus is not possible, a vote of simple majority of the full membership of the committee shall be required for action. Regarding Individual Professional Development Plans and committee responsibilities involved in this process, refer to Article C – Teacher Individual Professional Development Plan.

d. Administrative IPDP's

When administrator plans are being considered, the District LPDC will change composition to a majority of administrators according to law.

2. District LPDAC

There will be a Local Professional Development Appeals Committee for the Brookville School District. The District LPDAC shall review breaches of confidentiality of members in the District LPDC and establish and implement an appeals process.

a. District LPDAC Membership

The District LPDAC shall be comprised of five (5) members. Three (3) shall be teacher members appointed to the committee as per the BTA Constitution and By-Laws. Two (2) shall be administrators as appointed by the Superintendent. There will be a floating Administrator from outside the Brookville Local Schools who will be used for LPDC and LPDAC when a majority of administrators is required.

b. Terms of LPDAC Teacher Members

Teacher members shall serve a term of two (2) years in a staggered rotation as per the BTA Constitution and By-Laws.

c. District LPDAC Operating Procedures

Members of the District LPDAC shall elect a Chairperson and Recorder at the first meeting. Additionally, the LPDAC shall determine its operating procedures and meetings schedule by consensus. Meetings shall be held, when possible, to keep district costs at a minimum. Where consensus is not possible, a vote of simple majority of the full membership of the committee shall be required for action.

d. Administrative Appeals

When administrator appeals are being considered, the District LPDAC will change composition to a majority of administrators according to law.

B. Removal of a Member

A member who is not fulfilling his/her duties on either the LPDC or LPDAC may be removed for just cause by a vote of a simple majority of all members of that committee. The decision of the committee will be final.

C. Teacher Individual Professional Development Plan

In accordance with O.R.C. 3319.22 and the Department of Education Regulation 3301-24-08, each educator who is to fulfill the license renewal or upgrade requirements is responsible for the submission of an Individual Professional Development Plan and subject to approval of the District LPDC. The plan shall be based on the needs of the educator, the students, the program, and the district. Individual Professional Development Plans and Proposals that are denied may be resubmitted with modifications or appealed. The application or appeal process must be done in person.

1. Return of the Plans and Proposals

The LPDC shall inform the educator (by returning the plan or proposal) in a timely manner after it is reviewed. If revisions are required, the plan or proposal must be resubmitted to the LPDC Chairperson within ten (10) working days.

The LPDC Recorder shall make copies of the plans or proposals, with revisions if necessary, send copies to the other LPDC Committee members, and return a copy to the educator.

Time logs may be required for certain activities.

2. Approval

Approval of the Individual Plan or Proposal shall require a majority vote of the LPDC.

3. Documentation

It is the educator's responsibility to document the hours spent during the equivalent activities and submit them to the LPDC Chairperson upon completion, for verification or certificate or license renewal. All documentation will be held in the individual's personnel file.

4. Course Work

Official transcripts issued by the college or university shall be submitted to the LPDC Chairperson, upon completion, for verification or certificate or license renewal.

D. Appeals Process

An educator may request a written explanation of the decision of the district to the LPDAC. Upon receipt of an appeal, the LPDAC shall meet within ten (10) days with the educator and representative(s) of the District LPDC. The appeal shall be filed with the Chairperson of the LPDAC. The decision of the LPDAC is not subject to the grievance procedure.

E. Record Keeping

The Board shall be responsible for correspondence and record keeping for the District LPDC and LPDAC.

F. Confidentiality

All members of the District LPDC and District LPDAC shall keep confidential all discussion, actions, materials, and other information. Breaches shall be reported to the opposite committee for appropriate action.

Compensation/Release Time

A. Stipend and Hourly Compensation

Teacher members of the LPDC shall receive an annual stipend of \$300.00. A teacher member who is elected and serves as chairperson shall receive a stipend of \$500.00 (instead of \$300.00). In addition to the stipend, teacher members shall receive \$20.00 per hour for time spent in LPDC committee meetings.

B. Release Time

If release time can be arranged for both committees, committee meetings will be held during the school day. The Superintendent shall be notified of such meetings in a timely manner.

Course work, CEU classes, workshops, and/or equivalent activities related to primary responsibilities or current areas of certification/licensure are the primary options that can be used to satisfy the Ohio Department of Education (ODE) renewal requirements. Course work not directly related to the aforementioned may be used to satisfy ODE requirements, if it meets educationally academic standards.

Funding must go through established channels. Plans and activities approved by the LPDC does not imply that funding will be provided by the district.

Previously employed new hires who hold an Ohio Certificate/License and who have had course work and/or activities approved by their prior LPDC during their current renewal cycle shall have this course work and/or these activities approved by the Brookville Professional Development Committee when accompanied by supporting documentation.

Procedure

A. Committee Evaluation Process

LPDC Committee members shall evaluate each proposal in advance of meeting dates. During the meetings the Recorder shall compile final evaluations based upon discussions.

B. Submission of Professional Development Plans

Individual Professional Development Plans shall be submitted on the IPDP forms provided.

This plan needs to be submitted and approved within completion of the first year of a new certificate/license.

Eight (8) copies shall be submitted to the LPDC Chairperson.

Any certified/licensed staff member may personally present an activity proposal by requesting an appointment at a scheduled LPDC meeting.

C. Submission of Professional Development Plan Proposals

The detailed proposals, which outline the supporting activities, must be submitted at least thirty (30) days prior to the start of the course work, CEU, and/or activity. Exceptions may

be granted on an individual basis with an explanation of why the thirty (30) day deadline should be waived.

Proposals must be submitted no later than two (2) weeks prior to the scheduled LPDC Review meeting.

Eight (8) copies shall be submitted to the LPDC Chairperson.

Any certified/licensed staff member may personally present an activity proposal by requesting an appointment at a regularly scheduled LPDC meeting.

If the plan/activities require any time away from the school day, prior approval from the building administrator is necessary before scheduling those activities or before completing the form.

ARTICLE 24

RESOLVING COMPLAINTS AGAINST TEACHERS

Community and school relations shall ideally reflect an attitude of mutual concern and cooperation in the constant attempt to provide the best learning situation for the students. However, complaints and misunderstandings are inevitable.

It is deemed most desirable that initial attempts to settle concerns/complaints against teachers should be made informally through personal, private conferences at the school level among teacher, pupil, parent, principal, and other appropriate staff personnel.

Formal complaints against teachers shall be handled as follows:

- A. If not resolved at informal level, the complaint must be put in writing. No official action can take place until the formal process is followed.
- B. The building principal will inform the teacher of the complaint directed toward him/her. The principal will hold a fact-finding meeting with the teacher.
- C. A meeting of the teacher, principal, and the complainant shall be attempted at a mutually convenient time to discuss the complaint. If complainant refuses the meeting it shall be noted by the principal. The teacher shall not be denied the right to attend the meeting but may be advised of possible confrontation and waive the right to appear.
- D. If the complaint is not resolved at that level, it may be appealed to the Superintendent of Schools or his representative.
- E. If it is still unresolved, the complainant may appeal to the Board of Education. However, the teacher must be so informed and have the opportunity to be present before the complaint is heard by the board.

ARTICLE 25

GRIEVANCE PROCEDURE

A. Definitions

1. A Grievance is a complaint involving the alleged violation, misinterpretation, or misapplication of one or more articles of this agreement.
2. A grievance shall mean the Association, a person, or group alleges that some violation, misinterpretation, or misapplication of the negotiated agreement has occurred. A grievance alleged to be a "group" grievance shall have arisen out of substantially similar circumstances affecting each member of said group. The Association, as an association, will be limited as a grievant to the articles comprising this agreement.
3. No grievance may be filed concerning a matter which has been made the subject of a charge with a State or Federal Agency or a complaint in a State or Federal Court of record.
4. Any action by the Board to terminate, renew, or not renew the contract of any professional staff member, whether such professional staff member is under a limited or continuing contract with the Board, or any recommendation by the Superintendent to terminate, renew, or not renew any such contract shall not be deemed a grievance and may not be processed as such.

B. Informal Procedure

The grievant shall discuss the grievance or complaint with the Principal or Assistant Principal who is directly concerned with the grievance in a face-to-face meeting. This shall be accomplished within forty (40) working days of the alleged grievance. A statement of the date and time of such meeting shall be signed by both parties and a copy shall be retained by each.

The Principal or Supervisor shall make his written response within five (5) working days of the face-to-face meeting.

C. Formal Procedure

Step 1 – Principal

If a satisfactory solution is not effected, the grievant shall present his/her written grievance to the Principal or immediate Supervisor within fifteen (15) working days after the receipt of the response from the informal meeting. The written grievance must contain a concise statement of the grievance citing the situation giving rise to the grievance and stating the alleged violation or misinterpretation of the negotiated agreement. It must state the remedy sought and be signed by the grievant, or in the case of a group or Association grievance, by the Association President.

The Principal shall within ten (10) working days of the receipt of the grievance hold a Step I meeting to hear the grievance. The Principal or immediate Supervisor shall render his written

response to the grievance within ten (10) working days of the Step 1 meeting. Copies of the response shall be forwarded to the grievant and the Superintendent.

Step 2 – Superintendent

If a satisfactory solution is not effected, the grievant shall present his/her written grievance to the Superintendent within ten (10) working days of the receipt of the Step 1 response.

The Superintendent shall within ten (10) working days of the receipt of the grievance hold a Step 2 meeting to hear the grievance. Within ten (10) working days of the Step 2 meeting the Superintendent shall issue his response in writing and copies shall be sent to the grievant.

Step 3 – Board of Education

If a satisfactory solution is not effected, the grievant shall present his written grievance to the Board of Education within ten (10) working days of the receipt of the Step 2 response.

The Board of Education shall within twenty (20) calendar days of the receipt of the grievance hold a Step 3 meeting to hear the grievance. Within ten (10) working days of the Step 3 meeting the Board of Education shall issue its response in writing and copies shall be sent to the grievant.

Step 4 – Arbitration

If the action taken in Step 3 by the Board of Education does not resolve the grievance to the satisfaction of the grievant or if no decision has been rendered by the Board within ten (10) working days, the Association shall notify the Board in writing of its intent to submit to arbitration within twenty (20) working days of receipt of the Step 3 response. The Association shall submit its demand for arbitration to the American Arbitration Association. The arbitration shall proceed under AAA rules and regulations.

In the event it is claimed by the Board that any matter filed as a grievance is not a grievance as defined under definition, such dispute, as such, may be appealed to arbitration with the arbitrator having the authority only to rule on the arbitrability of the dispute prior to convening a hearing on the merits of the dispute.

The Board and the Association shall equally share the fees and expenses of the arbitrator and any expenses incidental to the arbitration proceeding. Each, however, shall be responsible for any additional expense incurred including fees and expenses of its representatives.

The arbitrator will have authority to hold hearings and to confer with any parties deemed advisable in seeking to effect a decision to the Board and the Association.

Neither party will be permitted to assert in any arbitration proceeding any ground or to rely on any evidence not previously fully disclosed to the other party unless such evidence or information was not available prior to the arbitration.

The arbitrator shall not have the power to add to, subtract from, or modify the terms of this understanding and shall only have the authority to interpret the provisions of this understanding as the same relate to the specific grievance appealed to arbitration. No

arbitrator may issue an award which is contrary to the Board's power to adopt budgets, establish funds or allocate resources to funds pursuant to Chapter 5705 of the Ohio Revised Code.

Upon acceptance by the arbitrator of such assignment, the arbitrator agrees to render a written decision within thirty (30) calendar days of the close of hearings on the matter. Both parties may mutually agree to extend the thirty (30) day period.

The decision of the arbitrator shall be binding in nature and the Board shall act on the recommendation of the arbitrator within twenty (20) working days of the receipt of the arbitration findings.

D. Additional Information

1. The grievant, the Board, and/or the representative of either shall not be denied the right to advice, counsel, and/or representation at any level of the grievance procedure. Prior notice shall be rendered by either party if representatives are going to be present.
2. A grievance may be withdrawn at any level without prejudice or record.
3. All records dealing with the processing of grievances shall be filed separately from the personnel files of the participants.
4. If the grievant does not abide by the time limits set forth, the grievant forfeits the right to continue to the next step of the grievance procedure.
5. If the administrator does not abide by the time limits set forth, the grievant filing the grievance may proceed to the next step.
6. There will be no reprisals taken against any participant in the grievance procedure by reason of such participation.
7. The number of days set forth in each step shall be considered a maximum. The time limits specified may, however, be extended by written agreement of the parties in interest.
8. All notices to the certified/licensed employee of hearings or disposition of grievance shall be hand delivered or mailed with return receipt.
9. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits results in hardship to either party, both parties shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
10. No certified/licensed employee shall file a grievance after submitting a letter of resignation.
11. Grievance forms (see Addendum B) will be available from the Grievance Chairperson or Association President. The Association has the right to be present at any grievance hearings and shall receive all documents regarding the grievance.

ARTICLE 26

CONTRARY TO LAW

If any provision of this agreement is found to be contrary to the law of the State of Ohio, the law of Ohio shall prevail and all remaining provisions of this agreement shall remain in effect for the duration of the agreement; in addition, negotiations for a successor agreement will be in keeping with procedures set forth in the Ohio Revised Code.

ARTICLE 27

NEGOTIATIONS

Either the Association or the Board may initiate negotiations. Once the request for negotiations has been made, the parties shall schedule their first negotiation session.

THE TEAMS OF EITHER SIDE SHALL BE COMPOSED OF NO MORE THAN FOUR (4) PERSONS EACH.

Negotiations for a successor contract shall begin with a Notice to Negotiate filed with the other party to this Agreement and with the State Employment Relations Board anytime between one hundred twenty (120) and sixty (60) days prior to the expiration date of this Agreement. Meeting dates shall be set by mutual agreement of the parties.

When either party determines that bargaining impasse exists, that party may call upon the mediation services of Federal Mediation and Conciliation Service to assist in resolving the impasse.

Provided at least ninety (90) days have passed since the Notice to Negotiate was delivered, provided this agreement has expired, provided no successor agreement has been ratified, and provided Federal Mediation and Conciliation Service mediation has been utilized, the Association may serve notice and carry out procedures in accordance with Ohio Revised Code 4117.

Agreement shall be considered reached only upon proper ratification by both the Board and the Association of the terms and conditions negotiated.

ARTICLE 28

ELIGIBILITY FOR STUDENTS OF NONRESIDENT EMPLOYEES

All nonresident employees of the Brookville Local School District shall have tuition-free status for their K-12 children (children shall be defined as natural children, stepchildren, foster children, and children where the employee is the legal guardian) so long as the child meets the criteria of tuition students as defined by the Brookville Local School District Administrative Guidelines (see below). Children of District employees may attend Brookville School tuition free, regardless of where they live.

Prior to enrolling his/her child(ren), the employee should contact the District office to verify his/her child(ren) meet(s) all eligibility requirements.

**Brookville Local School District Administrative Guidelines
Eligibility of Nonresident Student**

- A. Nonresident admission on a tuition basis in grades 1-12.
- B. Application for nonresident tuition students will be accepted only in the months of August and September and during the first week of the second semester. Nonresident tuition students must reapply each year for admission.
- C. The admission of nonresident students will be limited so that no additional staff and other local expenditures are required.
- D. Resident students will not be denied course selection opportunities as the result of admitting nonresident tuition students.
- E. Nonresident tuition students shall not be excluded on the basis of the child's race, creed, color, national origin, or ancestry.
- F. Nonresident tuition students will be admitted to this District upon receipt of proper application by parent or guardian and approval by the Superintendent.
- G. Proper application means a letter of verification from the principal and/or guidance counselor of the resident district stating that the student has not been a discipline/attendance/or behavior problem. Nonresident students who have experienced unsatisfactory attendance/discipline patterns or need special services will be denied.
- H. Nonresident tuition students are expected to achieve at the 2.00 grade point average or above. Verification of this capacity must be provided before acceptance. This may be in the form of an original copy of the last grade report or a letter of verification from the resident school.
- I. It shall be the responsibility of the parent/guardian to obtain a release from the resident district before the student is permitted to practice or participate in OSHAA sponsored athletic programs.

ARTICLE 29

EXTRACURRICULAR

Contracts for extracurricular/supplemental positions shall be issued for a specific period of time and shall expire at the end of their term without the necessity of notice of non-renewal.

A one percent (1%) additional percentage shall be paid to teachers when the uninterrupted service in a specific extracurricular position (i.e., Drama) exceeds nine (9) years. A teacher who qualifies for the additional one percent (1%) shall notify the Superintendent in writing upon return of his/her signed contract.

Should the Board decide to create the following positions, the following supplemental salaries shall be paid:

<u>%</u>	<u>POSITION</u>	<u>90%</u> <u>0 YEAR</u>	<u>95%</u> <u>1 YEAR</u>	<u>100%</u> <u>2 YEARS</u>
	Student Activities Director (35 days of extended service based on adopted salary schedule)			
17	Band Director (Failure to function as Director with student musicians for the annual musical results in a 2% reduction in this category; in order words, this position would pay 15% as opposed to 17% of the BA base.)			
	Varsity Basketball - Head Boys Varsity Basketball – Head Girls Varsity Football - Head (a) Varsity Wrestling – Head			
12	Assistant Basketball – Boys Assistant Basketball - Girls Assistant Football (a) (4) Assistant Wrestling Audiovisual Baseball - Head Cross Country – Head (Boys & Girls combined) Drama Director - two productions per year Soccer - Head Boys Soccer – Head Girls Softball - Head Track - Head (Boys & Girls combined) Volleyball - Head Vocal Music (Failure to function as Director with student vocalists for the annual musical results in a 2% reduction in this category; in other words, this position would pay 10% as opposed to 12% of the BA base.)			
11	Golf – Head Boys Golf – Head Girls Tennis - Head Boys Tennis – Head Girls			
10	High School Site Manager			

-
- 9 Journalism
Ninth Grade Basketball - Head
Ninth Grade Football - Head (a)
Ninth Grade Wrestling - Head

 - 8 Assistant Band Director
Assistant Varsity/Reserve Volleyball
Seventh Grade Basketball - Head Boys
Eighth Grade Basketball - Head Boys
Seventh Grade Basketball - Head Girls
Eighth Grade Basketball – Head Girls
Seventh and Eighth Grade Football - Head (a)
Seventh and Eighth Grade Wrestling - Head
Winter Guard Advisor

 - 7 Assistant Varsity/Reserve Baseball
Assistant Varsity/Reserve Soccer Boys
Assistant Varsity/Reserve Soccer Girls
Assistant Varsity/Reserve Softball
Assistant Varsity Track (3)
Seventh and Eighth Grade Assistant Football (a) (3)
Seventh and Eighth Grade Assistant Wrestling
Seventh and Eighth Grade Cross Country - Head
Seventh and Eighth Grade Softball - Head
Seventh and Eighth Grade Track - Head Boys
Seventh and Eighth Grade Track – Head Girls
Seventh Grade Volleyball - Head
Eighth Grade Volleyball - Head
Ninth Grade Baseball - Head

 - 6 Assistant Cross Country
Assistant Golf
Assistant Varsity/Reserve Tennis Coach - Boys
Assistant Varsity/Reserve Tennis Coach - Girls
Cheerleader Coach - High School Basketball
Cheerleader Coach - High School Football
Color Guard Advisor
Safety Patrol

 - 5 Speech and Debate Team Advisor
Eleventh Grade Class Advisor

 - 4 Assistant Seventh and Eighth Grade School Track (Boys & Girls combined)
Cheerleader Coach – Seventh and Eighth Grade Basketball
Cheerleader Coach – Seventh and Eighth Grade Football
High School Student Council Advisor
Intermediate School Site Manager
Intermediate School Student Council Advisor
Intermediate School Yearbook Advisor
Muse Machine Advisor
Ninth Grade Class Advisor
Tenth Grade Class Advisor

- Twelfth Grade Class Advisor
- Varsity "B" Advisor

- 3 Academic Competition Team Advisor
- Art Club Advisor
- Honor Society Advisor
- Lego League Advisor
- Modern Language Club Advisor
- S.A.D.D. Advisor
- Weight Room Supervisor - Fall
- Weight Room Supervisor – Winter
- Weight Room Supervisor – Spring
- Weight Room Supervisor - Summer
- Science/Ecology Club Advisor

- 2 Builders Club
- Drama - Set Construction (1 or 2 persons)
- Future Teachers Advisor
- K-Kids Advisor
- Key Club Advisor
- Power of the Pen Advisor
- Pilot program Advisors (b)

The salary for year-long activities shall be paid in three (3) equal installments as follows, provided the required form is completed and timely submitted to the Treasurer: (1) first pay in December, (2) second pay in March, and (3) first pay in June.

All seasonal activities completed before December 1 shall be paid in two (2) equal installments as follows, provided the required form is completed and timely submitted to the Treasurer: (1) approximately ½ way through the season, and (2) first pay in December.

All seasonal activities completed before March 1 shall be paid in two (2) equal installments as follows, provided the required form is completed and timely submitted to the Treasurer: (1) approximately ½ way through the season, and (2) second pay in March.

All seasonal activities completed before the last day of school shall be paid in two (2) equal installments as follows, provided the required form is completed and timely submitted to the Treasurer: (1) approximately ½ way through the season, and (2) first pay in June.

In the event a seasonal activity is not completed by the date set forth above due to participation in state playoffs or state tournaments, then the salary for such activity shall be paid within thirty (30) days after the completed form for such activity is submitted to the Treasurer.

Extracurricular salaries shall be calculated by utilizing the BA zero step of the current salary schedule.

Written verification shall be given by the person under contract to his or her supervisor who shall promptly forward proper verification to the Treasurer. This verification shall indicate that the contractual conditions affecting the position have been completed by the holder of the position, but shall be limited to: (1) the collection of all uniforms, (2) the preparation of materials necessary for awards, and (3) the completion of an inventory.

(a) Any football coach failing to participate in the summer program shall have a reduction of 2% of the percentage indicated.

(b) This category is intended to allow flexibility for developing new student extracurricular programs. Approval of a new extracurricular program does not necessarily mean that the corresponding advisor position is a paid position; the advisor for any new program shall not be deemed to hold a paid position unless expressly approved as a paid position by the Building Administrator and the Board.

BROOKVILLE SCHOOLS

SALARY SCHEDULE AND INDEX EFFECTIVE JULY 1, 2011 to JUNE 30, 2013

STEP	COL. 1 DEGREE	COL. 2 B.S.+15	COL. 3 MASTERS	COL. 4 M.S.+15	COL. 5 M.S.+30	COL. 6 M.S.+45	COL. 7 M.S.+60
0	34,718 1.0000	36,455 1.0500	38,190 1.1000	39,058 1.1250	39,926 1.1500	40,794 1.1750	41,662 1.2000
1	36,821 1.0450	38,190 1.1000	40,099 1.1550	41,036 1.1820	41,974 1.2090	42,911 1.2360	43,849 1.2630
2	37,842 1.0900	39,926 1.1500	42,009 1.2100	43,015 1.2390	44,022 1.2680	45,030 1.2970	46,037 1.3260
3	39,405 1.1350	41,662 1.2000	43,918 1.2650	44,995 1.2960	46,071 1.3270	47,147 1.3580	48,224 1.3890
4	40,968 1.1800	43,398 1.2500	45,828 1.3200	46,974 1.3530	48,120 1.3860	49,265 1.4190	50,411 1.4520
5	42,529 1.2250	45,134 1.3000	47,738 1.3750	48,953 1.4100	50,168 1.4450	51,383 1.4800	52,598 1.5150
6	44,092 1.2700	46,870 1.3500	49,647 1.4300	50,932 1.4670	52,216 1.5040	53,500 1.5410	54,785 1.5780
7	45,655 1.3150	48,605 1.4000	51,556 1.4850	52,911 1.5240	54,264 1.5630	55,619 1.6020	56,972 1.6410
8	47,216 1.3600	50,342 1.4500	53,466 1.5400	54,889 1.5810	56,313 1.6220	57,736 1.6630	59,159 1.7040
9	48,779 1.4050	52,077 1.5000	55,375 1.5950	56,868 1.6380	58,361 1.6810	59,854 1.7240	61,347 1.7670
10	50,342 1.4500	53,814 1.5500	57,285 1.6500	58,847 1.6950	60,410 1.7400	61,971 1.7850	63,534 1.8300
11	51,903 1.4950	55,549 1.6000	59,195 1.7050	60,826 1.7520	62,458 1.7990	64,090 1.8460	65,721 1.8930
12	53,466 1.5400	57,285 1.6500	61,104 1.7600	62,805 1.8090	64,506 1.8580	66,208 1.9070	67,909 1.9560
13	55,028 1.5850	59,021 1.7000	63,014 1.8150	64,784 1.8660	66,554 1.9170	68,325 1.9680	70,096 2.0190
20	56,590 1.6300	60,757 1.7500	64,923 1.8700	66,764 1.9230	68,603 1.9760	70,443 2.0290	72,283 2.0820

BROOKVILLE SCHOOLS

2011-12-13 SALARY SCHEDULE INCLUDING ONE TIME 1% STIPEND

<u>STEP</u>	<u>COL. 1 DEGREE</u>	<u>COL. 2 B.S.+15</u>	<u>COL. 3 MASTERS</u>	<u>COL. 4 M.S.+15</u>	<u>COL. 5 M.S.+30</u>	<u>COL. 6 M.S.+45</u>	<u>COL. 7 M.S.+60</u>
0	35,065 1.0000	36,819 1.0500	38,572 1.1000	39,448 1.1250	40,326 1.1500	41,202 1.1750	42,078 1.2000
1	36,644 1.0450	38,572 1.1000	40,500 1.1550	41,447 1.1820	42,394 1.2090	43,340 1.2360	44,287 1.2630
2	38,221 1.0900	40,326 1.1500	42,429 1.2100	43,445 1.2390	44,463 1.2680	45,480 1.2970	46,497 1.3260
3	39,799 1.1350	42,078 1.2000	44,358 1.2650	45,445 1.2960	46,532 1.3270	47,618 1.3580	48,706 1.3890
4	41,378 1.1800	43,832 1.2500	46,286 1.3200	47,444 1.3530	48,601 1.3860	49,758 1.4190	50,915 1.4520
5	42,955 1.2250	45,585 1.3000	48,215 1.3750	49,442 1.4100	50,670 1.4450	51,897 1.4800	53,124 1.5150
6	44,533 1.2700	47,339 1.3500	50,143 1.4300	51,441 1.4670	52,738 1.5040	54,035 1.5410	55,333 1.5780
7	46,111 1.3150	49,091 1.4000	52,072 1.4850	53,440 1.5240	54,807 1.5630	56,175 1.6020	57,542 1.6410
8	47,689 1.3600	50,845 1.4500	54,001 1.5400	55,438 1.5810	56,876 1.6220	58,313 1.6630	59,751 1.7040
9	49,267 1.4050	52,598 1.5000	55,929 1.5950	57,437 1.6380	58,945 1.6810	60,453 1.7240	61,961 1.7670
10	50,845 1.4500	54,352 1.5500	57,858 1.6500	59,436 1.6950	61,014 1.7400	62,591 1.7850	64,169 1.8300
11	52,423 1.4950	56,105 1.6000	59,787 1.7050	61,434 1.7520	63,083 1.7990	64,731 1.8460	66,378 1.8930
12	54,001 1.5400	57,858 1.6500	61,715 1.7600	63,433 1.8090	65,151 1.8580	66,870 1.9070	68,588 1.9560
13	55,578 1.5850	59,611 1.7000	63,644 1.8150	65,431 1.8660	67,220 1.9170	69,008 1.9680	70,797 2.0190
20	57,156 1.6300	61,365 1.7500	65,572 1.8700	67,431 1.9230	69,289 1.9760	71,148 2.0290	73,006 2.0820

ARTICLE 30

DURATION OF CONTRACT

This contract shall be adopted from March 26, 2011 to June 30, 2014. Any policy or compensation changes will be effective July 1, 2011.

<u>Year</u>	<u>Salary Schedule</u>	<u>Step Index</u>	<u>Stipend</u>	<u>Board Max Pay Insurance</u>
2011-12	0%	0	one time 1%	\$13,000
2012-13	0%	0	one time 1%	\$13,100
2013-14	Re-opener on salary and steps			\$13,200

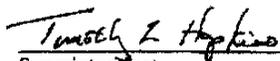
NOTE: Step index will be handled via a "Freeze & Hold" concept. This means that upon return to a Step Index, members would re-enter as if they had not been stagnant. Therefore, there would be no retroactive step advancement.

There will be a re-opener in the Spring of 2013 for salary and steps.

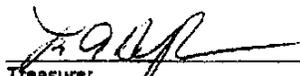
IN WITNESS WHEREOF, the parties hereto have set their hands this day of June, 2011.

FOR:

Brookville Local School District



Superintendent



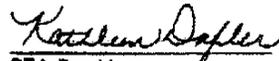
Treasurer



Board President

FOR:

Brookville Teachers Association



BTA President



Negotiations Chairperson

Action Plan

Professional Dress

Brookville Teachers Association
Brookville Board of Education

In order to address the Board's concerns about professional dress of staff, the parties shall do the following:

1. The Association President shall send an email now to all teachers that discusses expectations for professional dress and the corresponding provisions in the teacher handbook.
2. The administration shall enforce the dress code described in the teacher handbook.
3. At the beginning of each school year, the administration shall send written notice to all teachers about the requirement that teacher dress professionally, that the administration will enforce the dress code set forth in the teacher handbook, and that the administration may, from time to time, make changes to the handbook.
4. This Action Plan shall be presented and discussed at the Association and Board ratification meetings.

Action Plan

Printing of Contract

Brookville Teachers Association
Brookville Board of Education

The Association will make changes to the contract reflective of current negotiations. The Association will provide a hard copy of the new contract to the Board. Any corrections will be communicated to the Association.

The Association will provide a master copy and electronic copy of the new contract to the Board.

The Association and the Board will alternate providing copies needed for their respective use. The Association will provide copies for the 2011-14 contract. Copies may be either electronic or hard copy.



OHIO EDUCATION ASSOCIATION

Patricia Frost-Brooks, President
William Leibensperger, Vice President
Jim Timlin, Secretary-Treasurer
Larry E. Wicks, Executive Director

The OEA will lead the way for continuous improvement of public education while advocating for members and the learners they serve.

June 24, 2011

Certified Mail: 7007 2560 0001 9072 1481

State Employment Relations Board
65 East State Street, 12th Floor
Columbus, Ohio 43215-4213

Re: **Brookville Teachers Association/OEA/NEA**
Brookville Local Schools Board of Education

Dear Sir/Madam:

Enclosed please find a copy of the new Negotiated Agreement between the Brookville Teachers Association and the Brookville Local School district.

Thank you,

Darlene S. Messer
Labor Relations Consultant
Ohio Education Association
Fairborn Office

Enclosures

STATE EMPLOYMENT
RELATIONS BOARD
2011 JUN 29 A 11:44

