

11-MED-02-0185

1505-01

STATE EMPLOYMENT
RELATIONS BOARD

2011 AUG 31 A 10:42

K#27469

The Negotiated Agreement

between the

Boardman Board of Education ✓

and the

Boardman Education Association

June 30, 2011 to June 29, 2014

63

CONTENTS

ARTICLE I	RECOGNITION	1
1.01	Statement of Recognition	1
1.02	Definition of Bargaining Unit.....	1
1.03	Duration of Recognition.....	1
1.04	Representation Election	1
1.05	Association Rights	2
ARTICLE II	NEGOTIATIONS PROCEDURE	3
2.01	Obtaining Objectives	3
2.02	Professional Teaching Personnel.....	4
2.03	Scope of Negotiation	4
2.04	Rights of Individuals	4
2.05	Policy Making	4
2.06	Submission of Issues	4
2.07	Negotiation Sessions.....	4
2.08	Release of Information	5
2.09	Agreement.....	5
2.10	Disagreement: Mediation and Appeal.....	5
ARTICLE III	GRIEVANCE PROCEDURE	6
3.01	Definition and Rights of the Grievant and Association.....	6
3.02	Step 1: Informal Procedure	6
3.03	Step 2	6
3.04	Step 3	6
3.05	Step 4	6
3.06	Step 5: Arbitration.....	7
3.07	Transcripts.....	7
3.08	Time Limits	7
3.09	Expedition of Grievance	7
3.10	Request for a Second List.....	7
3.11	Record Keeping.....	7
3.12	Rights to Representation.....	8
3.13	Miscellaneous.....	8
ARTICLE IV	LEAVE POLICIES	8
4.01	Sick Leave	8
4.02	Sick Leave Accumulation	9
4.04	Parental Leave	10
4.05	Assault Leave	11
4.06	Professional Leave	11
4.07	Sabbatical Leave.....	11
4.08	Leave for School Visitations	12
4.10	Bereavement Leave	13
ARTICLE V	RIGHTS AND RESPONSIBILITIES	13
5.01	Class Size.....	13
5.02	Split Classes.....	14
5.03	Non-Teaching Duties.....	14
5.04	Substitutes.....	14
5.05	Paid Teacher Aides	15
5.07	In-Service Training	15
5.08	Parent-Teacher Conferences.....	16
5.09	School Calendar	16

5.10	School Day	16
5.11	School Year	17
5.12	Nondiscrimination	18
5.13	Personnel Files	18
5.14	Teacher Evaluation Procedures	18
5.15	Just Cause	18
5.16	Vacancies	19
5.17	Assignment and Transfer	19
5.18	Seniority	20
5.19	Reduction in Force	22
5.20	Personal Messages	23
5.21	Mentor Program	24
5.22	Activity Passes	24
5.23	Health and Safety	24
5.24	Duplicating Equipment	26
5.25	Professional Dress	26
5.26	Administrative Issues	26
5.27	Harassment	27

ARTICLE VI	SALARY AND FRINGE BENEFITS	27
6.01	Placement on Salary Schedule	27
6.02	Professional Improvement	27
6.03	Procedure for Continuing Contract	46
6.04	Pay Plan	30
6.05	Payroll Deduction	49
6.07	Boardman Education Association Salary Schedules 2009-2011	53
6.08	Supplemental Contracts	54
6.09	Severance Pay	54
6.10	Employee Insurances	58
6.11	Medical Insurance Coverage	60
6.12	Dental Insurance	63
6.13	Prescription Drug - Preferred Provider for Plan Year 2011-2012:	64
6.14	Term Life and Accidental Death and Dismemberment Insurance	40
6.16	STRS - Pickup	67
6.17	Early Retirement Incentive (only if an ERI is implemented by the Board)	42
6.18	Employment of Retired Boardman Teachers	42

ARTICLE VII	EFFECTS OF THE CONTRACT	70
7.01	Severability	70
7.02	Conflicts	44
7.03	Reprisals	44
7.04	Amendment	44
7.05	Legal Rights	72
7.06	Duplication and Distribution	72
7.07	Duration	72

APPENDICES

A	Teacher Evaluation Guidelines	46
B	Certificated Employees Observation/Evaluation Report	49
C	Request for Personal Leave	54

D	Supplemental Salary Schedule	55
E	Pay Schedule	61
INDEX.....		62

THIS NEGOTIATED AGREEMENT made and entered into by and between the Boardman Board of Education and the Boardman Education Association is as follows:

ARTICLE I RECOGNITION

1.01 Statement of Recognition

The Boardman Board of Education, hereinafter referred to as the Board, recognizes the Boardman Education Association, hereinafter referred to as the Association, as the sole and exclusive employee representative for all professional certified employees of the Board.

1.02 Definition of Bargaining Unit

1.021 Inclusions

As used in this Agreement, "Professional Certified Employee" and "Employee Unit" shall include all professional certified personnel employed by the Board exclusive of tutors, substitute teachers, the Superintendent of Schools, administrators, supervisors, directors, and all employees with supervisory or managerial responsibilities.

1.022 Exclusions

Employees excluded from the Employee Unit shall include any employee who has the authority to recommend the hiring, discharge, or the discipline of a member of the Employee Unit or the authority to evaluate the professional performance of those employees during the school day, or the authority to recommend resolutions to grievances.

1.023 Restrictions

No employee included in the Employee Unit by Section 1.021 shall be required to perform managerial responsibilities as set forth in Section 1.022.

1.024 Tutors

As used in this Article, "Tutor" means those certified employees assigned as: Home Instruction Tutors, Learning Disabilities Tutors, Title I Tutors, Intervention Tutors and Auxiliary Service Hourly Staff.

1.03 Duration of Recognition

The period of recognition shall be for the duration of this Agreement and thereafter until a successor is elected.

1.04 Representation Election

1.041 Criteria for Election

A representation election shall be conducted by the State Employment Relations Board when a petition is filed in accordance with the rules prescribed by the State Employment Relations Board.

1.042 Filing of Election Petition

A petition for an election may be filed with the State Employment Relations Board no sooner than one hundred twenty (120) days no later than ninety (90) days, and at no other time, prior to the expiration of this Agreement.

1.043 Restrictions

The State Employment Relations Board may not conduct an election in the Employee Unit represented by the Association during the term of this Agreement or after its expiration if a State Employment Relations Board-conducted election has been conducted in the preceding twelve (12) month period.

1.05 Association Rights

Recognition of the Association as the official employee representative shall entitle the Association to certain exclusive privileges. Only the Association and its affiliated or parent organizations and those other organizations which do not desire status as the employee representative for professional staff members have the following privileges:

A. Payroll deduction of membership dues in accordance with the following provisions:

1. The Board agrees to deduct dues from the pay of certified employees when so authorized in writing by each employee and pay such dues to the Treasurer of the Association.
2. Said authorization may be rescinded by an employee upon termination of employment with the district, upon commencement of an unpaid leave of absence, or upon written notice to the district Treasurer and the Association President.

B. The right to assess a representation (fair share) fee of any employee in the Employee Unit who is not a member of the Association in good standing in recognition of the Association's services to the Employee Unit.

1. A teacher who is not a member of the Boardman Education Association shall pay to the BEA a fair share fee as a condition of employment and in an amount equal to, but not to exceed, annual total affiliated dues paid by members of the BEA, but subject to the internal rebate procedure required by law.
2. The Board shall deduct the fair share fee from the paychecks of a teacher who is not a member of the BEA. The deduction shall be in five (5) equal installments commencing with the first paycheck issued after January 15 of each year unless the Board Treasurer receives written notice from BEA that a different date is legally required.
3. The balance of any annual deductions shall be deducted from the final paycheck of a non-member teacher who resigns his/her position, receiving a leave of absence, or terminating his/her employment after the opening of school.
4. The Board will provide the Association with a single printout showing the non-member teachers from whom such service fees were deducted. This itemized statement with a transmittal letter will be prepared monthly.
5. The foregoing provisions regarding service fees shall be subject to all requirements of Ohio Revised Code Section 4117.09(C) and all other applicable law of the subject matter.

C. The building representatives/officers of the Association in each individual school will have the use of a bulletin board designated for Association announcements.

D. Permission to make brief announcements during school faculty meetings with the prior approval of the building principal. Permission to make announcements shall not be unreasonably withheld.

E. Use of the building public address system to make announcements subject to the prior approval of the building principal. Permission to make announcements shall not be unreasonably withheld.

F. The Association building representatives/officers will have the permission to use individual school equipment, including typewriters, mimeograph machines, other duplicating equipment,

calculating machines, and all types of audio-visual equipment when such equipment is not otherwise in use.

1. The use of school equipment is strictly to service the legitimate business of the Association as it relates to the membership.
2. Supplies in connection with use of such equipment will be furnished or paid for by the Association.
3. The Board, along with the Association, shall have the sole and exclusive organizational right to use interschool mail privileges and district e-mail for text messages related to BEA/OEA/NEA business.

G. Association use of a school building will be permitted provided that the request is made and use arranged for in advance.

H. When it is necessary for official representatives of the Association to engage in Association activities directly relating to the Association's duties as representatives of the teachers, during the school day, they may be given such free time, without loss of pay, as it is necessary to perform any such activity provided such activities and free time have been approved by the Superintendent or his designated representative. The Superintendent or his designee shall approve all such requests for leave in accordance with past practice. The Association and its officers recognize and agree that this privilege should not be abused.

I. The Association shall receive an advance copy of the agenda of each Board meeting. Such agenda shall be sent to the Association by inter-school mail at the same time it is sent to the news media. A representative of the Association shall be permitted to address the Board during the hearing of the public during the Board meeting prior to the Board's opening discussion to other representatives of the public.

J. Names and addresses of newly employed professional staff members shall be provided to the Association as early as practicable following Board approval of their contract.

K. The Association shall be granted no less than thirty (30) minutes for Association business at the initial orientation meeting for new professional staff members.

L. The administration will make available to all professional staff members a directory listing the names, addresses, phone numbers, and job assignments on record of all employees of the Board.

M. The President of the Association shall be provided with one (1) copy of the Board Policy Manual and any subsequent amendments.

ARTICLE II NEGOTIATIONS PROCEDURE

2.01 Obtaining Objectives

Attainment of objectives of the educational program of the Boardman Local School District requires mutual understanding and cooperation among the Board of Education, administrators, and the professional teaching staff. Therefore, free and open exchange of views is desirable and necessary with all parties participating in deliberations leading to the determination of matters of mutual concern.

2.02 Professional Teaching Personnel

2.021 Philosophy

Teaching is a profession requiring specialized qualifications, and the success of the education program depends upon the maximum utilization of the abilities of teachers who are satisfied with and understand conditions under which their services are rendered.

2.022 Legal Rights

The legal rights of minorities and individuals inherent in Federal Law, the Revised Code of the State of Ohio, and the rulings and regulations of the Department of Education affecting the professional teaching personnel are no way abridged by this Agreement.

2.03 Scope of Negotiation

The Board and/or Superintendent or their designated representatives shall meet with the recognized bargaining representative for the purpose of negotiating wages, salaries, hours, and other terms and conditions of employment of the members of the Employee Unit.

2.04 Rights of Individuals

Individuals may present their views and recommendations to the Board during the hearing of the public at the Board meeting prior to the Board's opening of discussion to other representatives of the public. The nature of business to be discussed with the Board shall be presented in writing to the Superintendent or his designee not later than 4:00 p.m. on the last working day prior to the day of the meeting of the Board. The names of the individuals shall be included in the written request.

2.05 Policy Making

The policy making function is the exclusive power of the Board and it is without authority to delegate such power to any other individual or group. However, the Board recognizes a responsibility to consult with and to be advised by enlightened professional opinion.

2.06 Submission of Issues

Issues proposed for negotiations shall be submitted in writing by the Association to the Superintendent, or his designated representative or by the Superintendent to the President of the Association, or the Association's designated representative at the first bargaining session. A mutually convenient meeting date shall be set not later than April 30 of the year in which this Agreement expires. Negotiations shall be completed within sixty (60) days unless there is a mutually agreed upon extension. Emergency items may be negotiated at any time upon mutual consent of both parties.

2.07 Negotiation Sessions

Negotiation sessions, composed of members of the Association and Board's representatives shall not exceed three (3) members each, unless mutually agreed upon beforehand. Requests for meetings shall contain the reasons for the request. Meetings shall be scheduled to least interfere with the school schedules. At the initial meeting, the parties shall determine when written proposals shall be exchanged and agree on a preferred format. Thereafter, new proposals may not be submitted unless mutually agreed upon. Topical listing, or so called "laundry lists" shall constitute a failure to comply with this paragraph and shall be disregarded.

2.071 Ground Rules

It is understood that the following ground rules are not all inclusive; therefore, the negotiation teams shall develop additional ground rules at the first bargaining session.

- A.** All proposals and counter proposals shall be in writing.
- B.** Either party may call a caucus to discuss items of negotiation.
- C.** Prior to the conclusion of each bargaining session, the date and time of the next bargaining session shall be mutually agreed upon by both parties.

D. All previously negotiated language in which no change has been proposed by either party, shall remain in full force and effect on both parties as part of the successor Negotiated Agreement, for the length of time as agreed to and subsequently described in Section 7.07, Duration, of said Negotiated Agreement.

E. Any ground rules may be amended by mutual consent of both parties.

2.072 Assistance

The parties may call upon competent professional and lay representatives to consider matters under discussion and to make suggestions. Educational consultants may be used in the deliberations.

2.073 Study Committees

The parties may appoint ad hoc study committees to research, study, and develop projects, programs, reports, and to make recommendations on matters under consideration. The committees shall report findings to the parties. Expenses, mutually agreed upon, shall be shared equally by the Board and the Association.

2.074 Exchange of Information

The Board agrees to furnish to the Association, upon reasonable request, any information concerning the district's finances. Such information shall include, but not be limited to, the Appropriations Resolution before it is approved by the Board and any regularly prepared reports pertinent to negotiations.

2.08 Release of Information

Statements to the media may be issued by either party. A copy of any media releases shall be furnished to the other party. Both parties realize the necessity of communicating with its own group and membership and may do so as each party deems necessary.

2.09 Agreement

The negotiating teams shall have the authority to indicate tentative agreement pending final approval by the Board and the Association. When tentative agreement has been reached on all issues, they shall be reduced to writing and submitted to the Board and the Association for approval. When approved by a majority vote of the Board and the Association, the Agreement will be signed by the President of the Board and the President of the Association and become part of the official minutes of the Board. The Agreement shall not discriminate against any member of the staff regardless of membership or non-membership in the Association.

2.10 Disagreement: Mediation and Appeal

2.101 Board of Education

If, at the expiration of the sixty (60) day negotiation period as provided for in Section 2.06, final agreement has not been reached, Association representatives may present the issues to the Board in an executive session of either a special meeting or the next regular meeting of the Board. If the Association intends to utilize this option, it must notify the Board within five (5) days after the expiration of the sixty (60) day negotiation period.

2.102 Mediation

At any time after the thirtieth (30th) day of the sixty (60) day negotiation period, the Association or the Board may request that the Federal Mediation and Conciliation Service provide a mediator to facilitate bargaining. Unless final agreement is reached, mediation conducted under the auspices of the Federal Mediation and Conciliation Service shall continue until the expiration of the Collective Bargaining Agreement, and if the parties mutually agree, may continue thereafter.

2.103 Cost of Mediation

The cost of mediation shall be shared equally by the Board and the Association.

ARTICLE III GRIEVANCE PROCEDURE

3.01 Definition and Rights of the Grievant and Association

3.011 A grievance is defined as a claim by an employee, a group of employees, or the Association that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement. Grievances shall be handled as set forth in this Grievance Procedure.

3.012 The purpose of these procedures is to secure, at the lowest level administrator having authority to resolve the grievance, equitable solutions to grievances. All parties agree that grievances shall be kept as confidential as is appropriate and processed as expeditiously as possible.

3.013 The fact that a member of the Employee Unit participates in a grievance shall not be recorded in the member's personnel file or in any way be used as the basis for a transfer, reassignment, promotion, or dismissal; nor shall such fact be used as the basis for a negative evaluation of the member.

3.014 A grievant shall be accompanied at all times and at all formal steps of the grievance procedure by a representative of the Association.

3.02 Step 1: Informal Procedure

An employee who feels that he has a grievance may discuss it with his immediate supervisor. If the grievant determines that said discussion does not affect a satisfactory resolution to the grievance, the grievance may be processed to Step 2 of the Grievance Procedure, provided that it is filed within twenty (20) days as per the Time Limit section of this Article. (Section 3.08)

3.03 Step 2

The employee or the Association may present the grievance in writing to the employee's supervisor, who shall arrange for a meeting to take place within five (5) days after receipt of the grievance. The Association's representative, the aggrieved employee, and his supervisor shall be present for the meeting. The supervisor must provide the employee and the Association with his written answer to the grievance within five (5) days after the conclusion of the meeting.

3.04 Step 3

If the grievance is not resolved at Step 2, or if the time limits are not met, the Association may process the grievance to the Superintendent, or his designated representative, within five (5) days after receipt of the Step 2 answer, or within eight (8) days after the meeting in Step 2, whichever is later. The Superintendent, or his designated representative, shall arrange for a meeting with the Association representative and the aggrieved employee to take place within five (5) days of his receipt of the appeal. Each party shall have the right to have present at such meeting such witnesses as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent shall have five (5) days in which to provide his written decision to the Association.

3.05 Step 4

If the grievance is not resolved at Step 3, or if the time limits are not met, the Association may process the grievance to the Board at its next regular meeting after the Superintendent's written response should have been rendered. Each party shall have the right to present at such meeting such witnesses as it deems necessary to develop the facts pertinent to the grievance. Upon conclusion of the hearing, the Board shall have five (5) days in which to provide its written decision to the Association.

3.06 Step 5: Arbitration

If the grievance has not been resolved through the preceding procedure, or if the Board has not issued its written answer within the time prescribed in Step 4, then the Association may submit the grievance to arbitration by giving written notice to the Superintendent of its intent to do so. The parties shall first attempt to agree upon an impartial arbitrator to hear the grievance. If the parties are unable to agree within five (5) days from the Superintendent's receipt of the Association's appeal to arbitration, the Association shall then request the American Arbitration Association to administer the proceedings under the Voluntary Labor Arbitration Rules of that Association. The selection of the arbitrator shall be made from a list of nine (9) arbitrators provided to the parties by the American Arbitration Association, and the parties shall utilize the alternate strike method to determine the arbitrator. If a demand for arbitration is not filed within thirty (30) days of the date for the Board's Step 4 answer then the grievance shall be deemed withdrawn.

3.061 Authority of Arbitrator

The decision of the arbitrator shall be in writing and shall be final and binding upon the parties. The authority of the arbitrator shall be to determine controversies involving the interpretation, application, or alleged violation of specific provision of this Agreement and he shall have no power to add to, subtract from, or modify any of the terms of this agreement, or to arbitrate any matter not specifically provided for by this Agreement.

3.062 Cost of Arbitration

Each party shall bear the full costs for its representation in the arbitration proceedings. The costs and expenses of the arbitrator and the American Arbitration Association shall be divided equally between the parties.

3.07 Transcripts

Should either party desire a transcript of the proceedings, that party shall bear the full cost for that transcript. Should both parties request a transcript, then the cost for the transcripts shall be divided equally between the parties.

3.08 Time Limits

If the grievance is not filed in writing within twenty (20) days after the grievant knew or should have known of the event giving rise to the grievance, the opportunity to file the grievance shall be considered to have been waived. All time limits or days as used in this grievance and arbitration procedure shall be interpreted to mean school days. Except that when a grievance is submitted on or after June 1, time limits shall consist of all week days so that the matter may be resolved before the close of the school term or as soon as possible thereafter. The time limits set forth in this procedure may be extended only by mutual agreement of the parties, and the parties agree that every reasonable effort shall be made to expedite the grievance process.

3.09 Expedition of Grievance

If the Association and the Superintendent agree, Step 1, Step 2, and/or Step 3 of the Grievance Procedure may be by-passed and the grievance brought directly to the next step. Class grievances involving more than one supervisor and grievances involving an administrator above the immediate supervisory level may be filed by the Association at Step 3.

3.10 Request for a Second List

Prior to the deadline established by the American Arbitration Association for returning the parties' selection of arbitrator(s), either party may request in writing a second list of arbitrators from which to make selection. The party making said request shall notify the other party in writing at the time the request is made.

3.11 Record Keeping

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of any employee involved.

3.12 Rights to Representation

Both parties shall have the right to legal counsel at all levels of the procedure beginning at Step 2. The grievant shall have the right to an Association representative at all levels beginning at Step 1.

3.13 Miscellaneous

3.131 Nothing contained in this procedure shall be construed as limiting the individual right of a teacher having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication.

3.132 In the event the Association determines, at any level of the grievance procedure, that a grievance should not be carried further, the grievant may continue the procedure but shall be liable for his/her share of any expense incurred thereafter in such proceeding.

ARTICLE IV LEAVE POLICIES

4.01 Sick Leave

4.011 Entitlement to Sick Leave

Members of the Employee Unit shall be entitled to fifteen (15) days sick leave with pay for each year under contract, which shall be credited at the rate of one and one-fourth (1 1/4) days per month.

4.012 Utilization of Sick Leave

Members of the Employee Unit may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others and for absence due to illness, injury, or death in the employee's immediate family. A member of the Employee Unit may use sick leave for the birth of a child only until her physician certifies her ability to return to work.

4.013 Immediate Family Defines

Immediate family shall be interpreted to include father, mother, grandparents, brother, sister, husband, wife, child, in-laws, aunt, uncle, cousin, and other relatives, or anyone who has stood in the same family relationship with the employee as any one of these.

4.014 Transfer of Sick Leave

A member of the Employee Unit who transfers from one public agency in Ohio to another public agency shall be permitted to transfer the amount of his or her accumulated sick leave up to the maximum accumulation allowed by the Boardman Local School District.

4.015 Sick Leave Bank

A. Closing and Reconciliation

1. Effective July 1, 2011, the Sick Leave Bank shall cease all operations and shall be disbanded. The Treasurer shall certify to the Association the number of donated but unused days in the Sick Leave Bank as of the close of business on June 30, 2011, and an official list of all members of the Employee unit who were active members of the Sick Leave Bank as of May 1, 2011.

2. On September 1, 2011, the Treasurer shall calculate a prorated return of the donated but unused sick leave days remaining in the Sick Leave Bank. Those members of the Employee unit qualifying for a prorated return must have been an active member of the Sick Leave Bank during the 2010-2011 school year and must have remained in the employment of the Board for the 2011-12 school year. Those members of the Employee

unit who owe the Sick Leave Bank a pay back of previously borrowed days shall not qualify for a prorated return of donated days. The prorated return of sick leave days to qualifying members of the Employee unit shall be credited to his/her individual accrual of unused sick leave days in the second pay check in September of 2011.

B. Pay Back Procedures

1. Any member who borrowed days from the Bank, and has not repaid those days prior to the effective date of this Agreement will pay back the days upon retirement. At that time, the number of borrowed sick leave days owed will be deducted from the member's accumulated but unused sick leave balance prior to the calculation of severance pay owed the employee. The number of borrowed days owed cannot exceed the member's accumulated but unused sick leave balance. Sick leave borrowed from the Sick Leave Bank will be paid back to the Board.

4.02 Sick Leave Accumulation

4.021 Sick Leave Accumulation

Unused sick leave shall be cumulative up to two hundred sixty (260) days.

4.022 Recording of Sick Leave Accumulation

Effective with the first pay period in calendar year 1985, a perpetual update of each employee's accumulated sick leave days will be stated on his/her current pay stub.

4.023 Employee's reason for use of sick leave and personal leave is a private matter. An employee's application for, or use of, such leave shall be kept confidential.

Those school personnel necessary to process Central Office and State reports shall have access to this information. The use of leave may become a matter of evaluation when deemed necessary as per Appendix B, Domain D, Other Considerations, #6.

4.03 Personal Leave

4.031 Entitlement of Personal Leave

Each member of the Employee Unit will be granted three (3) non-accumulative days of personal leave per school year for responsibilities that cannot be assumed when school is not in session.

4.032 Utilization of Personal Leave

Notice of intent to use personal leave shall be provided by the employee completing and delivering to the Superintendent or his/her designee the prescribed form (Appendix C) at least five (5) days in advance of the anticipated absence. However, in the case of an emergency, notice to the Superintendent or his/her designee shall be made as far in advance of the absence as is possible in order that proper arrangements for the handling of the duties can be made. If circumstances make advance requests impossible, the employee shall notify the Superintendent or his/her designee of the intent to use personal leave as soon as is practicable.

4.033 Approval of Personal Leave

Personal leave days may not be used to cover leave specified by other provisions of this agreement nor may they be used for recreation or vacation. Personal leave days that extend a holiday, a recess or are for calamity make-up days or other employment are subject to approval by the Superintendent.

4.034 Personal Leave -- Non-use

The members of the Association may add at the end of the school year one (1) day to the member's accumulated sick leave balance for each personal day not used in a given school year.

The conversion of unused personal days to sick days will not be restricted by the limitation of accumulated sick days as stated in provision 4.021 of this Agreement.

4.04 Parental Leave

4.041 Entitlement of Parental Leave

A. Parental leave of absence shall be granted, upon request, to an employee who becomes pregnant or who becomes a parent by childbirth or adoption. Said leave shall be an unpaid leave of absence and shall be granted for a full school year or part of the school year in which it is requested.

B. In the case of a birth which occurs or an adoption which is finalized on or after the first day of the final nine-week grading period an employee may request and shall be granted an extension of the first year of parental leave through the end of the next school year.

C. Parental leave for pregnancy may begin at any point of the pregnancy and shall continue through the disability connected with delivery. Family Medical Leave (FMLA) shall run concurrently with any Parental Leave granted under the Agreement. Time over the summer recess shall not count as FMLA leave time.

D. A teacher must return to work from a parental leave for a minimum of ninety (90) work days, excluding sick days following a second year of parental leave before a "first year" of a new parental leave may be approved.

4.042 Extension of Parental Leave

Upon request of the employee, parental leave shall be extended for one (1) additional school year, provided the request is made in writing to the Superintendent of Schools on or before April 1 immediately preceding the school year for which the extension is requested.

An employee requesting a first year LOA after April 1 shall notify the Superintendent of Schools on or before June 1 of their intent to extend the parental leave.

4.043 Application

Application for parental leave shall be made in writing to the Superintendent of Schools no later than thirty (30) working days prior to the effective date for such leave and such request shall state the anticipated duration of the leave. In case of pregnancy, the request shall be accompanied by a statement from the attending physician giving the expected date of delivery.

4.044 Reinstatement

A. If the employee on parental leave of absence desires to be reassigned to duty with the Board of Education following the termination of such leave, application for reinstatement must be made in writing to the Office of the Superintendent at least thirty (30) days before the expiration of such leave or as hereinafter specified. An employee returning after childbirth shall furnish a doctor's certificate stating that she is able to perform her duties.

B. Reinstatement of the employee to duty upon expiration of leave shall be made after the proper application has been submitted and no later than the beginning of the next semester, unless another leave has been approved.

C. At the end of said leave, the employee returning from leave shall be restored to contract status and assigned position according to certification.

4.045 Rights While on Leave

A. Employees on parental leave, upon payment by the employee of the appropriate premiums, may continue as group members of all Board insurance programs, provided said coverage is acceptable to the carrier.

B. Should disability occur during the term of parental leave for pregnancy, the employee shall have the option of converting to sick leave.

C. In the case of adoption, the employee may request and shall be granted permission to use up to six (6) weeks of his/her personal accumulation of earned but unused sick leave prior to being granted a parental leave. Said use of sick leave shall not be construed as falsification of the use of sick leave.

4.05 Assault Leave

4.051 Reporting of Assault

Teachers shall report immediately to their principal, or acting principal, in all cases of assault suffered by them in connection with their employment.

4.052 Entitlement to Assault Leave

Whenever a teacher is absent from school as a result of personal injury caused by an assault arising out of and/or in the course of his employment, he shall be paid his full salary for the period of such absence for up to one calendar year without having such absence charged to the annual sick leave or accumulated sick leave. Any amount of salary payable pursuant to this Section shall be reduced by the amount of any Worker's Compensation awarded for temporary disability due to the said assault injury for the period for which such salary is paid.

The leave must be requested in writing and must include the initial date of the leave and an estimate as to the length of the leave. The request must include the employee's signature, a statement as to the need for such leave and signature of attending physician or physicians. Falsification of the signed statement is grounds for suspension or termination of employment under Section 3319.16 of the Ohio Revised Code.

The Board shall have the right to have the teacher examined by a physician designated by the Board for the purpose of establishing the length of time during which the teacher is temporarily disabled from performing his duties; and in the event that there is adjudication in the appropriate Worker's Compensation proceedings for the period of temporary disability, the opinion of the said physician as to the said period shall control.

4.053 Restrictions

Section 4.052 of this Section to be void if through due process the teacher was found to be negligent or had acted irresponsibly.

4.06 Professional Leave

Staff members incurring expenses by attending Board approved clinics, conferences, workshops, or visitations will be reimbursed as soon as itemized expenditures, accompanied by lodging receipts, when applicable, are submitted to the Treasurer of the Board.

4.07 Sabbatical Leave

4.071 Eligibility

Sabbatical leave for study and research and teaching in foreign countries may be granted by the Board to the teachers who have completed five (5) years of service to the school system. Such sabbatical leave shall be in recognition of significant service through teaching and for the purpose

of encouraging scholarly achievement which contributes to the professional effectiveness of the members of the staff and the value of their subsequent service to the school system.

4.072 Conditions of Leave

- A. Each year, five percent (5%) of the certificated staff, who are eligible, may be granted sabbatical leave.
- B. Sabbatical leave may not be granted to one individual more often than once every five (5) years.
- C. A member who is granted sabbatical leave will be required to return to the staff of the school system for at least one (1) year. If he does not return for one (1) year, he shall be required to refund the Board monies given for such leave.

4.073 Duration of Leave

A sabbatical leave may be granted for one semester, one full school year, or for the last semester of one school year and the first semester of the following year. Each teacher on sabbatical leave shall receive the difference between the substitute's pay and the teacher's expected salary.

4.074 Application for Leave

Application for sabbatical leave shall be made in writing and addressed to the Superintendent not later than February 15 or October 15 proceeding the school term within which the leave is desired. The application must be accompanied by a statement of a well considered plan for spending the leave in a manner calculated to contribute to the professional effectiveness of the applicant and the best interests of the school system.

4.075 Sabbatical Report

Upon returning, each teacher shall present a full report regarding the use of his sabbatical leave to the Superintendent.

4.076 Reinstatement

- A. Teacher shall be restored to his former status upon return.
- B. Regular annual salary increments shall be given for the time of the leave the same as for regular services in the school.

4.08 Leave for School Visitations

Leave of absence with pay may be granted by the Superintendent of Schools for the purpose of visitation of other schools. Visitation of other schools shall be recommended by the principal, and arrangements made in advance for such visitations.

4.09 Jury Leave

4.091 Entitlement of Jury Leave

Leave for jury duty shall be defined as an absence that is precipitated by an employee being selected as a juror.

4.092 Compensation During Leave

While an employee is on jury leave, the Board shall pay that employee the employee's regular compensation.

4.093 Salary Adjustment

An employee who is notified to report for jury duty shall immediately notify their principal or supervisor and shall make an effort to have their jury duty scheduled in the summer months.

Upon returning to work, an employee must submit to the district Treasurer an official receipt from the court as verification of days served as juror.

4.10 Bereavement Leave

A. Members of the Employee Unit shall be entitled up to three (3) days of paid Bereavement Leave per school year for the death of an immediate family member as defined in Section 4.013 of the Agreement. The Bereavement Leave may be used for the actual funeral, for grieving, or for business related to the death as needed. Additional days may be taken from sick leave.

B. A limited number of members of the Employee Unit, contingent on the teacher providing his/her own class coverage, shall be excused from his/her teaching duties to attend the memorial service of another district teacher, or the immediate family of a district teacher. The immediate family, as used in this section, is as defined in Section 4.013 of this Agreement. Said leave shall be for a maximum of three (3) hours and shall be with no loss of pay.

ARTICLE V RIGHTS AND RESPONSIBILITIES

5.01 Class Size

5.011 Desirable Standards

The Board and the Association recognize that the teacher-pupil ratio is an important aspect of an effective educational program. However, both the Board and the Association acknowledge that teacher-pupil ratios should be determined based on the product of many variables including grade levels, subject areas, nature of pupils in the classroom, nature of learning objectives, availability of learning materials and facilities, skills and attitudes of the classroom teacher, availability of support staff and budgetary constraints as solely determined by the Board. Therefore, both the Board and the Association agree that class sizes shall be based on the variables listed above with the following standards as desirable.

A. Elementary Classes:

1. Kindergarten and first grade: 23 students
2. Second grade through sixth grade: 25 students

B. Combined total in teacher's regular classes in middle and secondary schools (based on five-day week): 125 students.

C. Every effort will be made by the Board to maintain class enrollments according to the available number of pupil stations when applicable, i.e. art, computer lab, industrial arts, home economics.

D. In certain activity type classes such as physical education and music, the above standards do not apply.

E. The Board shall make every effort to maintain a reasonable balance of class size within all sections of a given course in grades 5-12.

5.012 Class Size Special Students

MD (Multiple Disabilities), CD (Cognitive Disability) and ED (Emotional Disability) identified special education students included in the general education classroom, which is decided by their Individualized Education Program (IEP) team, will only be counted as two (2) students if:

A. the identified special education student is included in the general education classroom without an inclusion classroom aide; AND

B. the modifications/accommodations/interventions significantly exceed what the general education teacher provides for any other general education student in their classroom.

5.013 Class Size, Special Education Classes

A. When an MD special education instructional period exceeds the maximum number of students as defined for State funding purposes per instructional period and only one aide has been assigned, one additional aide will be assigned for the instructional period(s) when the State maximum has been exceeded by four students.

B. When a CD special education instructional period exceeds eight (8) students one aide will be assigned.

5.02 Split Classes

Unless established for the purpose of implementing a specific, deliberately planned educational program, no split-grade classes shall be maintained in the elementary schools.

5.03 Non-Teaching Duties

5.031 Philosophy

The Board and the Association agree that a teacher's primary responsibility is the effort put forth in the classroom. They further agree that teachers must assume additional responsibilities beyond the classroom to ensure a safe and proper school environment.

5.032 Equitable Distribution of Non-Teaching Assignments: The administration of each school, on an annual basis, shall take care to see that non-teaching assignments, inclusive of before school and after school supervisory responsibilities, are equitably distributed among all members of the Employee Unit and recognized in the teacher's daily load.

5.033 Cafeteria Duty

Members of the Employee Unit in the middle school and high school may be required to have cafeteria duty each year during the term of this Agreement. No middle school teacher shall be assigned to cafeteria duty for more than one lunch section per day.

5.034 Compensation for Non-Teaching Duties

When the additional non-teaching duties affect the quality of teaching or demand unreasonable time commitments beyond the school day, the Board agrees to give compensation for such assigned duties.

5.035 Elementary Schools

No teacher in the elementary schools shall have cafeteria duty or playground duty.

5.04 Substitutes

5.041 List of Qualified Substitutes

The administration shall maintain a list of qualified substitute teachers.

5.042 Employment of Substitutes

When an employee is absent, the Board shall make a reasonable effort to provide a certified substitute.

5.043 Compensation for Assumption of Substitute's Duties

A. When an approved substitute is not available, volunteers shall first be sought to assume the instructional responsibilities of the absent teacher during his/her conference/planning period. If no volunteers come forward, the building administration may assign the responsibility to members of the Employee Unit on a rotating basis as has been the practice.

B. When an approved substitute is not available and an employee volunteers or is directed to assume an absent teacher's instructional responsibilities during his/her conference/planning period, that teacher shall be compensated at the rate of fifteen dollars (\$15.00) per hour or class period or fraction thereof.

C. When approved substitutes are not available for specialists in elementary schools (art, music, physical education) the responsibility for those students shall be assumed by the homeroom teacher at the rate of fifteen dollars (\$15.00) per period or fraction thereof.

D. Personnel not in the Employee Unit shall not be assigned to assume an absent teacher's responsibility unless there is an emergency and no member of the bargaining unit is available.

E. Personnel may not be reassigned from specific duties such as study hall, cafeteria, hall and bus supervision and Department Chairman/Instructional Coordinator assignments to assume the responsibility of an absent classroom teacher.

Paragraph E does not apply to administrative assignments and/or assistance as stated on the middle school master schedule.

F. Students may not be assigned to study hall when an approved substitute is not available without compensating the study hall supervisors at the rate of fifteen dollars (\$15.00) per period or fraction thereof.

5.05 Paid Teacher Aides

5.051 Employment of Teacher Aides

Teacher aides will be employed to reduce the load of the teaching staff and in particular whenever possible to assist teachers in classrooms where the number of pupils is beyond the recommended standards defined in the Class Size Provision of this Agreement (Section 5.01). Employed aides' first responsibility will be to the teachers at the grade level assigned. When available they may be given other duties.

5.06 Five Year Forecast Committee

Annually, a joint committee shall be formed consisting of up to 8 representatives (of the Board, Association, and community) to have input into the development of any Five Year Forecast submitted by the district to the Ohio Department of Education under the provisions of ORC 5705.391. The Board shall be entitled up to three (3) representatives, the Association shall be entitled up to three (3) representatives, and the community shall be entitled up to two (2) representatives on the Committee. There shall be an equal number of Board and Association representatives with all Association representatives and one (1) community representative being appointed by the BEA President.

5.07 In-Service Training

5.071 Planning of In-Service Training

The Association President shall appoint a three (3) member committee representing each of the district's three instructional levels (elementary, middle and secondary) for the purpose of consultation on planning district in-service training programs.

5.072 In-Service Option

NEOEA Day will be listed on the school calendar as a non-paid day for teachers - no classes.

5.073 Staff Inservice/Special Students

Teachers having MD or CD students assigned to their regular classroom shall be provided in-service training as needed. Training will be provided on regular in-service days or during regular work hours.

5.08 Parent-Teacher Conferences

Parent-Teacher conference dates will be placed on the school year calendar. The conference days shall be scheduled to take place on an evening for a duration of five and one-half (5½) hours, to include a thirty (30) minute break. This time shall constitute a full day worked and schools shall be closed the following day.

5.09 School Calendar

The regular school year calendar will not be finalized and approved by the Board until the Association is afforded a reasonable opportunity to comment upon the proposed school year calendar. The Winter Recess shall include the day before Christmas Eve.

5.10 School Day

5.101 Duration

The school day shall not exceed 7½ consecutive hours. A teacher may be required to attend a maximum of nine (9) faculty meetings per school year to be scheduled outside the school day and one (1) open house per teacher, per year, per building, to which he/she is assigned, to be scheduled outside the school day. Said faculty meetings shall be contiguous to the school day and shall not exceed one (1) hour in duration. Whenever possible, Association members should receive a minimum of one (1) week notice prior to any required meeting or conference that is scheduled contiguous to the school day.

5.102 Lunch Period

The school day shall include a daily, minimum thirty (30) minute, duty-free uninterrupted lunch period.

5.103 Planning Time

A school week shall include planning periods as follows:

A. High School - five (5) instructional periods in blocks of not less than fifty-one (51) consecutive minutes.

B. Middle School - five (5) instructional periods in blocks of not less than forty (40) consecutive minutes.

C. Elementary - 200 minutes per week in blocks of not less than thirty (30) consecutive minutes.

D. Special Education - One professional day shall be granted each school year to all special education teachers with at least eight (8) students for the purpose of writing IEPs. Two (2) professional days shall be granted each school year to all special education teachers who have the responsibility to write at least sixteen (16) IEPs.

5.104 Leaving the Building

An employee may leave the building during his/her lunch period upon notification of the employee's supervisor or his/her designee. An employee may leave the building during his/her planning period upon approval of the employee's supervisor or his/her designee.

5.105 Whenever possible, the number of preparations in grades 7 through 12 shall not exceed four (4). In the event, due to scheduling, a teacher must be given an additional preparation, said teacher shall:

- A. have no non-teaching duties.
- B. have an additional planning period.

5.106 No teacher at the middle school level shall have more than six (6) teaching periods per day and no teacher at the high school level shall have more than five (5) teaching periods per day. A teacher at either level may volunteer for an additional teaching period per day beyond these maximums.

5.107 Meeting/Special Students

Building Assistance Team meetings will be held at a time mutually agreed to by the Team.

5.11 School Year

The school year shall consist of a maximum of 184 days and the designated instruction days shall consist of a maximum 180 days unless either is mandated upward by the State of Ohio.

The 184 days will consist of:

- 2 - Pre School year Professional Days, of which one (1) day shall be at the option of each member of the Employee Unit to complete between August 15 and the first student report day *(see Section 6.06 A. and B.). Teachers should notify the principal/secretary of the building at least (1) one day before they plan to report. The district will make a concerted effort to have rooms ready by August 15.
- 1 - Post School year Report Day
- 1 - Locally planned Inservice day
- 178 - Student instruction days
- 2 - Teacher/Parent conference days

The one (1) locally planned inservice day is mandatory. Teachers will also be encouraged to participate in five (5) hours of approved inservice training beyond the regular school day. At the end of the regular school year, teachers who have completed the five (5) hours of approved inservice will be paid for five (5) hours at their hourly rate.

Guidelines - Five Hours of Approved Inservice:

Hours will be paid for time actually spent in training or study. Time spent for travel to and from or for meals associated with the in-service will not be paid.

The five hours of in-service to be paid cannot include approved meetings where a stipend is paid and cannot include college or university course work which will be turned in for module payment.

Examples of Approved In-service Training Program:

Federal, State or local mandated training programs that are not offered during the regular work day such as: Hazardous Communications, Bloodborne Pathogens, Child Assault, Aids Awareness, Sports Medicine, CPR and Mentor Training.

Staff development programs sponsored by the State Department of Education, Regional Staff Development Consortium, Mahoning County Office of Education or the Boardman Local Schools that address job responsibilities that are directly related to employment with the Boardman Local Schools.

Speakers, presentations and demonstrations planned by such professional organizations as:

- Phi Delta Kappa
- International Reading Association
- Delta Gamma
- Northeastern Ohio Special Education Resource Center

In the event the school year is extended beyond the one hundred eighty-four (184) days by a State of Ohio mandate (excluding the makeup of calamity days) the Board agrees to reopen negotiations for salaries relating to the additional days only. The Board shall consult the Association on changes in the school calendar that are due to additional days.

5.111 Calamity Days

In the event calamity days have to be made up, the Association and the Board shall reopen negotiations for the purpose of negotiating calamity days only.

5.12 Nondiscrimination

The Board and the Association are cognizant that professional qualifications are not impaired by virtue of race, color, creed, sex, handicap, or family relationship. Therefore, the Board and the Association shall not engage in any biased or discriminatory practices regarding employment, conditions of employment, transfer promotion, or compensation on the basis of race, color, creed, sex, handicap, or family relationship.

5.13 Personnel Files

5.131 Right of Review

Teachers shall have the opportunity to review, discuss and respond in writing to any evaluation reports with their supervisors and to review the content of any reports originated in this system which are contained in their personnel files as maintained by building principals, supervisors, or the Superintendent.

5.132 Legal Rights

This provision shall not be construed to deny employees of any legal rights as delineated in ORC 1347.

5.133 Restrictions

No item from any anonymous source may be placed in the personnel file of a teacher. The Superintendent shall provide prior notice to a member of the Employee Unit whose personnel file is to be inspected by a member of the public other than an administrator/representative of the Board, and shall provide the employee an opportunity to be present when the personnel file is to be inspected by the member of the public.

5.134 Removal of Records

Documents placed in the personnel file of an employee will upon written request of the employee be reviewed by the superintendent for removal after a five (5) year period, provided the employee has not been in violation of the same or related infractions during that time period.

5.14 Teacher Evaluation Procedures

Evaluation of teachers shall be in accordance with the Evaluation Procedure jointly developed by representatives of the Association and the Board. Said procedure shall be attached as an addendum to this Agreement (Appendix A and Appendix B).

5.15 Just Cause

No teacher shall be disciplined without just cause.

5.16 Vacancies

5.161 Definition of Vacancy

A vacancy is defined as a position not filled or occupied when:

- A. An employee dies.
- B. An employee resigns.
- C. An employee retires, except one who chooses the Employment of Retired Boardman Teachers option as specified in Section 6.15 of the Negotiated Agreement.
- D. An employee's contract is terminated, non-renewed, or suspended.
- E. An employee who is transferred, except those which are one to one, whether voluntary or involuntary.
- F. An employee is promoted.
- G. An employee's unpaid leave of absence is for more than one school year.
- H. A new position is created.

A vacancy shall not be declared until reassignments within a building have been completed.

5.162 Posting of Vacancies

The Superintendent or his/her designee shall, within five (5) days after the creation of a vacancy, post on the bulletin board in the faculty lounge in each building, written notice of such vacancy for a minimum of ten (10) days prior to the filling of said position. The posting of a vacancy does not necessitate its filling. However, if the position is to be filled prior to the start of the subsequent school year, all employees responding to the posting shall be considered as applicants for the position. Bargaining unit applicants will be interviewed for vacancies before individuals outside the bargaining unit are interviewed for consideration. The ten (10) day posting period is waived and void for all vacancies occurring during the period of August 10 through the first school day of each school year. The Association President shall be mailed a copy of the notice at the time of posting. During summer recess said notices shall be mailed with the employees' pay checks. Said notices shall also be mailed to those employees opting for the twenty (20) pay plan.

5.163 Content of Notice of Vacancy

Each notice of vacancy shall include department (if applicable), subject to be taught, the qualifications required, and the compensation if it is a newly created position.

5.17 Assignment and Transfer

5.171 Notification of Assignment

Building assignment of a teacher will appear on the contract.

5.172 Request Form

The Board agrees to provide printed request forms for those teachers applying for re-assignment or transfer to another grade, subject, or building in the Boardman Local School District. These forms shall also be used to apply for additional responsibilities and openings in the areas of guidance, supervision, and administration, as well as any newly created positions. The request forms shall be available through each building principal and shall be submitted to the Superintendent of Schools.

5.173 Assignments

Every endeavor shall be made to make assignments for the school year no later than the first day of July. When a re-assignment is made after this date, the employee shall be given the courtesy of an interview, if requested, explaining the reason for such action. The employee may, at his/her option, have a representative of the Association present.

5.174 Re-assignment

Mutually agreed upon re-assignments may be made prior to the posting of a vacancy except when an active Reduction in Force list exists that contains bargaining unit members certified for said vacancy. Prior to an official posting of a building vacancy, staff members within the building will be given the opportunity to request a re-assignment to the open position. Once any re-assignments are determined, the official posting shall be issued.

5.175 Definition of Transfer

A transfer shall be defined as a move from one building to another.

5.176 Types of Transfer

Transfers shall be of two (2) types: Voluntary and Involuntary.

A. Voluntary Transfer

1. A voluntary transfer is a transfer that is requested by the employee.
2. When more than one member of the Employee Unit requests a transfer to the same vacant position the factors to be considered in making the transfer will be the ability to meet the qualifications posted, area of competence, quality of teaching performance, certification, and seniority.
3. Denial of Transfer Request
When a requested re-assignment is not granted, the employee shall be given the courtesy of an interview, if requested, explaining the reason for such action.

B. Involuntary Transfer

1. An involuntary transfer is a transfer that is initiated by the administration.
2. When a member of the Employee Unit is requested to transfer, the factors to be considered in making the transfer will be the ability to meet the qualifications posted, area of competence, quality of teaching performance, certification, and seniority.

5.18 Seniority

5.181 Definition

A. Seniority, for full time employees, as herein used shall mean the relative status of employees with respect to total length of service with the district, the only exception being that employees on continuing contracts shall be granted greater seniority than employees on limited contracts. Length of service shall be the total service with the district from the employee's first day worked since his/her last date of hire.

B. Seniority for part-time employees who render service during the 7½ hour school day shall be determined by totaling the number of hours worked during the school year and dividing such total number of hours first by 7½ then by 184.

C. Service rendered beyond the normal school year shall not be considered toward accumulated seniority.

D. Years of service in supervisory or administrative positions shall not be considered toward accumulated seniority.

5.182 Continuance of Seniority

A. Seniority will not be broken and time lost will be added to continuous service in the following instances:

1. Approved paid leaves of absence.
2. Layoffs caused by reduction in force.

B. Seniority will not be broken; however, time lost will not be added to continuous service in the following instances:

1. Approved unpaid leaves of absence of more than sixty (60) days duration.
2. Time spent on disability retirement.

5.183 Breaking of Seniority

An employee shall lose his seniority:

- A. Upon resignation.
- B. Upon discharge for just cause.
- C. Upon failure to report from layoff within the designated time period.
- D. Upon overstaying a leave of absence unless prior to the expiration of such leave he/she requests and obtains an extension which is then confirmed in writing.

5.184 Ties in Seniority

In the event that two or more employees in the same area of certification share the same seniority date, they shall be placed on the seniority list in accordance with the date of the Board meeting at which the Board acted upon their initial employment. If a tie still exists, the employees shall be placed on the seniority list in accordance with the date of their most recent application for employment in an Employee Unit position with the Board. If a tie still exists the employees who share the same seniority date shall participate in a coin toss in the presence of the Superintendent. One employee shall flip the coin; the other shall call the toss. The employee who wins the toss shall be placed on the seniority list ahead of the loser.

5.185 Seniority List

The Board shall prepare and post on the bulletin boards in the faculty lounges of each building, a seniority list, indicating the first day worked, the date of hire, the date of employment application, the area(s) of certification, and the years of seniority for each member of the Employee Unit. Postings shall be made in September and February of each school year. The President of the recognized bargaining representative shall be provided with a copy of the seniority list prior to posting. All members of the Employee Unit who are on leaves of absences shall be mailed a copy of that section of the seniority list that pertains to his/her area(s) of certification at the same time as the seniority list is posted in September and February.

5.186 Challenge of Seniority List

Each employee shall have a period of thirty (30) days after the posting of the semester up to date seniority list in which to advise the Board or its agents in writing of any inaccuracies which affect his/her seniority. No protest will be considered after thirty (30) days of the posting of the seniority list, and the list shall be considered as final. The Board or its agents will investigate all reported inaccuracies and make such adjustments as may be in order and post the updated list immediately. If the employee is unable to resolve his dispute regarding placement on the seniority list, the employee may file a grievance.

5.19 Reduction in Force

5.191 Definition

A reduction in force may be implemented when the Board deems it necessary because of decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, by reason of suspension of schools or territorial changes affecting the district, financial reasons as solely determined by the Board, which determination shall not be arbitrary or capricious, or lack of adequate funding for Ohio Auxiliary Services.

5.192 General Provisions

A. The Board shall provide the Association President with written notice, including the reasons, of its intent to implement a reduction in force.

B. Prior to the Board's action on reduction in force, the Association shall be given the opportunity to address the Board in an open meeting for the purpose of presenting, both orally and in writing, its views on the proposed reduction in force.

C. A reduction in force shall be implemented by attrition and by the suspension of contracts according to the provisions of this Section.

D. A grievance arising only over the procedure of implementation of the reduction in force shall be submitted to expedited arbitration in accordance with the rules and procedures established by the American Arbitration Association.

5.193 Determination of Reduction in Force List

A. A list shall be prepared for all teachers according to certification, continuing contract status and seniority within all areas of certification for each teacher. (This list shall be maintained and updated on an annual basis.)

B. Seniority shall be determined according to the provisions of Section 5.181 of this Agreement.

C. In the event of a reduction in force, the Board shall issue a formal statement listing the specific positions to be abolished.

D. A reduction in force list shall be prepared by applying the following steps until all necessary reductions have been accomplished:

1. First, teachers who will leave the district by reasons of retirement, resignation, and approved leave of absence, or a non-renewal of contract.

2. Second, the least senior certificated teacher(s) from the position(s) to be abolished in keeping with the certification and seniority list.

E. Continuing contract status, certification, and system-wide seniority shall be the basis for any reduction in force program.

F. A teacher who is to have his/her contract suspended as a result of reduction in force shall be given notification of the Board's intended action. Such notification shall be made in a manner to insure its receipt by the employee prior to the Board's action to suspend his/her contract.

5.194 Reinstatement of Teachers from the Reduction in Force List

A. All teachers whose contracts are suspended as a result of a reduction in force program shall be placed on a list stating years of continuous service to the district, contractual status, and subject(s) certified to teach.

B. A teacher on the reduction in force list shall be offered reinstatement for the positions for which certified, as set forth on said reduction in force list, as positions become available and in keeping with the certification, contractual status, and seniority provisions of the reduction in force list, (inverse order - last suspended, first reinstated).

C. The Board of Education shall not impose criteria for callback that are not a condition of layoff.

D. When a vacancy occurs, the Board shall notify all teachers certified for the position to advise them of such position. It is the teacher's responsibility to make the Board informed of his/her whereabouts. The teacher shall notify within ten (10) days from the date of receipt of notice, his/her availability and desire for such position. The Board shall reinstate that teacher indicating availability and desire for such position which has the greatest seniority. If the teacher fails to notify the Board within the specified period of time, said teacher shall be considered to have rejected the position, and said position will be made available to the next eligible teachers on the reduction in force list.

E. Upon recall, all rights relating to salary, fringe benefits, and seniority, shall be fully restored.

F. Transfers of teachers employed but not affected by the reduction in force program will be limited to positions not affected by said program. If a position(s) initially abolished is reinstated, or if a new position(s) is established, this position(s) shall be staffed first from teachers on the reduction in force list. Transfers may be made to a position affected by the reduction in force program after the position(s) has been offered to all properly certified teachers on the reduction in force list.

G. No teacher new to the district shall be employed until all properly certified teachers on the reduction list have been offered reinstatement for the positions in accordance with the provisions of this Section.

5.195 Additional Provisions

A. Teachers remaining laid off shall be given preferential consideration as substitute teachers. However, employment as a substitute shall not disqualify that teacher from placement or continued placement on the reduction in force list.

B. Laid off teachers shall have the right to pay the total premium for group life, hospitalization, and other group insurance benefits for a period not to exceed two (2) years.

C. A teacher affected by the reduction in force shall be granted the rights herein stated for a period not to exceed two (2) years.

5.20 Personal Messages

When personal messages are received in the individual school offices, the teacher(s) concerned shall immediately be notified.

5.21 Mentor Program

Protections

A. All interaction, written or oral, between the consulting teacher and the client teacher shall be regarded with the same confidentiality as that represented by the attorney/ client relationship. Any violation of this tenet by the consulting teacher shall constitute grounds for immediate removal from their role as a consulting teacher. This section also applies to Department Chairmen and Instructional Coordinators who serve as mentors as part of their job description.

B. Other than a notation to the effect that a teacher served as a consulting teacher, the teacher's activities as a consulting teacher shall not be part of that staff member's evaluation.

C. The recommendations of the 1990-92 Review Committee are to be implemented with the following exceptions:

Add Permanent Substitutes to the mentor program

Instructional Coordinators and Department Chairmen will receive compensation when assigned to serve as a mentor.

Compensation of mentors for teachers new to the system:

Entry Year Teacher Mentor	4%
New Teacher Mentor	2%
Lead Mentor	5%

The mentor teacher shall be held harmless in the event that the employer fails or refuses to certify the completion of the program.

5.22 Activity Passes

Each member of the Employee Unit shall be issued an identification pass that permits free admission for the member and his/her guest to any school activity held in the Boardman Schools (Note exceptions below). The employees shall have the right to upgrade the admission to reserved seating when reserved seating is available, by paying the difference in price between general and reserved admission. Noted abuse of the use of this activity pass will result in a two year loss of its privileges for the offender.

EXCEPTIONS

Employee

Drama Productions
State-Sponsored Tournaments
Non-School Sponsored Events

Guest

Drama Productions
State-Sponsored Tournaments
Non-School Sponsored Events
Varsity Football
JV/Varsity Basketball

5.23 Health and Safety

5.231 Employee Health and Safety

The Boardman Board of Education and the Boardman Education Association affirm their commitment to provide a safe working environment for all employees. Therefore, in the event the health and safety of employees are at risk or could become at risk, employees shall be notified as soon as possible of the situation and the persons involved.

Situations which may affect the employee's well being may include, but not be limited to thefts, threats, assaults or instruments determined to be weapons.

5.232 OSHA Regulations

Since violations of OSHA regulations will result in the district incurring substantial penalties from the Ohio Department of Labor Relations, a system of discipline is required to insure that employees comply with OSHA regulations. That system of discipline shall be in accordance with Article 5.512 of the Negotiated Agreement.

5.233 OSHA Progressive Discipline

A. Informal Procedure

It is expected that most cases will be disposed of by an informal verbal warning without formal disciplinary action.

B. Formal Procedure

1. Formal disciplinary action taken, except in cases requiring immediate suspension, shall be commensurate with the employee's offense, including the repetition of an action, without progressing to the next step.
2. The discipline procedure shall be:
 - a. First Step - written reprimand - the employee shall have an opportunity to respond to the reprimand in writing. Both the reprimand and the response may be a part of the personnel file.
 - b. Second Step - suspension(s) one day with or without pay (only the Superintendent shall have the right to suspend a teacher);
 - c. Third Step - suspension(s) three (3) days with or without pay (only the Superintendent shall have the right to suspend a teacher);
 - d. Fourth Step - suspension(s) not to exceed ten (10) days with or without pay (only the Superintendent shall have the right to suspend a teacher);
 - e. Fifth Step - termination (only the Board of Education shall have the authority to terminate an employee).
3. Termination shall be preceded by suspension, with or without pay, pending investigation and the completion of the due process procedure. A suspension may be converted to a termination following investigation and the completion of the due process procedure provided an employee has been advised at the time of the suspension that termination may follow. If the investigation does not result in termination and determined a violation, the employee shall be reimbursed for lost pay, if any.

Any Bargaining Unit member confronted with the termination of their employment contract by the Board shall have the option of challenge to said action by utilizing the provisions of ORC 3319.16 and 3319.161 or by utilizing the provisions of this Master Contract.

C. Due Process Procedures

1. Except in cases requiring immediate suspension, no employee shall be suspended or terminated without first having been given due process in accordance with the following procedure:
 - a. **Notice of Allegation and Conference**
A written notice setting forth the allegations, which, if substantiated could result in disciplinary action, shall be delivered in person and receipted or sent to the employee

by certified mail. Said notice shall include the time and place of a conference to discuss said allegations.

b. Conference

The conference to discuss the allegations shall be attended by the employee, the employee's Association representative(s), and the Board's representative(s). Said conference shall be held no sooner than five (5) days, nor later than ten (10) days following the employee's receipt of the notice of allegations or at the time and place mutually agreed upon by the parties.

c. Notification of Disposition

The employee and the Association President shall be notified immediately by certified mail of the disposition of the matter. If a determination has been made to take disciplinary action, the notice of disposition shall include the disciplinary action to be taken and the reasons(s) for said action.

2. In cases of immediate suspension, the written notice of allegations shall be presented to the employee within twenty-four hours following the suspension, and the conference shall be held as expeditiously as possible.

D. Privacy of Proceedings

No employee shall be disciplined in the presence of other employees or in public. To the extent provided by law, all matters herein shall be kept confidential.

5.234 Smoke Free Environment

All Boardman School facilities and vehicles are designated smoke free. Therefore, there will be no smoking in school facilities or in school vehicles.

5.24 Duplicating Equipment

Members of the Employee Unit shall have access to the designated equipment in the buildings for school related business. Such equipment shall include, but not be limited to, photo or electronic copy machines in each building. Office staff shall have priority in use of duplicating equipment. The building administrator may set copy allocations per employee when misuse and unwarranted use is evident. Those employees involved in the misuse or unwarranted use may be required to log the number of copies.

5.25 Professional Dress

The Association and the Board agree that all staff members have a responsibility to present themselves in a professional manner. It is assumed that they will represent themselves, their school and their professional organizations, and the Board of Education in a manner that would earn and maintain respect and set a proper model for students.

It is recognized that dress is a matter of individual taste and style. However, all personnel are encouraged to consider appropriate dress and grooming necessary for a positive influence on their professional performance and the performance of their students.

5.26 Administrative Issues

Representatives of the Bargaining Unit shall meet with the Superintendent for the purpose of discussing administrative issues. A date for this meeting shall be established by the Superintendent and the Association President by December 15th. Major issues and names of those persons to represent the Bargaining Unit will be provided the Superintendent one week prior to the meeting.

When requested by an administrator (a) representative(s) of the Association shall meet with the requesting principal for the purpose of discussing administrative issues that relate to that administrator. The time for such meeting shall be mutually agreed.

5.27 Harassment

The policy of the Boardman Board of Education and the Boardman Education Association is that harassing activities of any type are inconsistent with the educational process and shall be prohibited at all times. No administrator or member of the Bargaining Unit shall encourage, permit, condone, or tolerate harassment activities.

Harassment is defined as "annoying, incessant, critical attacks on another person". These can be gestures, comments or actions which tend to demean another person on the basis of age, color, creed, national origin, disability or sex. Conduct which has the purpose and effect of interfering with an individual's performance or creates an intimidating, hostile or offensive environment is unacceptable.

Sexual harassment is defined as:

- unwelcome physical contact
- sexually explicit language or gestures
- uninvited or unwanted sexual advances or an offensive overall environment including the use of vulgar language
- the presence of sexually explicit photographs or other materials
- the telling of sexual stories

Administrators and members of the Bargaining Unit shall be particularly alert to possible situations, circumstances or events which might include harassment. If discovered, those involved shall be informed of the prohibition contained in this policy and shall be advised to end all related activities immediately. All incidents shall be reported immediately to the building administrators and the Superintendent of Schools.

The Boardman Board of Education and the Boardman Education Association believe that each individual employed in the Boardman Local Schools has the right to be free from harassment. Administrators and members of the Bargaining Unit who fail to abide by this policy may be subject to disciplinary action, and may be liable for civil and criminal penalties in accordance with Ohio law. An employee in the Bargaining Unit who feels that he/she has been harassed should discuss this with his/her immediate supervisor. From that point on the negotiated Grievance Procedure will be the method used to deal with this complaint. In any case, if the immediate Supervisor is a part of the complaint the grievance shall be initiated at the step of the procedure that allows the employee to by-pass that Supervisor.

ARTICLE VI SALARY AND FRINGE BENEFITS

6.01 Placement on Salary Schedule

A maximum of ten years credit shall be granted for experience gained in school systems other than Boardman. It is the Board's prerogative to grant any number of years credit between what the ORC requires and the maximum as set forth on this section.

- 6.011 Members of the Employee Unit shall be issued written contracts and written notices of salary in accordance with the Ohio Revised Code.

6.02 Professional Improvement

A. Payment for modules of post-graduate study to be placed on index as follows:

1. Between bachelor's and master's degree index, .0066 of salary base. Module is two semester or three quarter hours of graduate study. Maximum number of modules is fifteen (15). An Internet and/or Video class shall be acceptable, provided said course is taken through an accredited university, will earn credit toward a degree program, and is pre-approved by the Superintendent.

2. Beyond master's degree, index .01 of salary base. Module is two semester or three quarter hours. Maximum number of modules is fifteen (15). To receive payments for

graduate study or undergraduate study beyond the master's degree, approval must be obtained from the Superintendent. An Internet and/or Video class shall be acceptable, up to a maximum of nine (9) modules, provided said course is taken through an accredited university, would provide credit toward a degree program, and is pre-approved by the Superintendent. A course description of the additional study is required to be submitted with all requests for approval. No more than half of the fifteen (15) modules may be acquired in undergraduate study. In addition, all undergraduate courses must be in a subject area for which the teacher is currently certified or in a subject area in which an employee is working toward licensure. One official transcript is required.

3. Employees hired after July 1, 1995 will not be granted modules or paid for hours taken prior to their date of employment in the Boardman Local Schools.

4. Effective July 1, 2004, modules will be paid on every five (5) modules between the bachelor-masters column, and between the masters-masters plus fifteen (15) column.

B. Upon prior approval of the Superintendent, the Board shall reimburse to a teacher the tuition, fees, and registration costs of each CEU successfully taken to maintain or update a teaching certificate.

C. When an approved professional leave (4.06) is expanded into a course for graduate or undergraduate credit by the completion of additional work by the participant, the credit hours may not be used for payment or modules under Section 6.02A-1 or 2.

D. The Board of Education shall reimburse each member of the Bargaining Unit fifty percent (50%) of the application fee for renewing his/her required teaching certificate/license and/or first aid/CPR validation. Members of the Bargaining Unit shall request reimbursement by submitting a copy of the renewed certificate/license to the Treasurer's office.

E. Boardman Local Professional Development Committee: A local five (5) member Professional Development Committee shall be established by March 15, 1998 for the purpose of preparing for full implementation of Senate Bill 230, the teacher licensure law. The Association shall be a full and equal partner in the planning, development and implementation of the law as it relates to the Boardman Local Professional Development Committee. In accordance with the law, the Boardman Local Professional Development Committee shall be comprised of members as follows:

1. three (3) practicing classroom teachers appointed by the Association President
2. two (2) practicing principals selected by the principals currently employed by the district
3. one (1) additional administrator shall serve as a sixth member of the LPDC with actual voting rights only when a fellow administrator's individual plan is presented to the committee for review. In such instances, a teacher member will abstain.

The Committee shall be empowered according to law and shall determine its own structure, plans and criteria for approval of individual professional development plans and in-service plans for the district.

6.03 Procedure for Continuing Contract

A. In accordance with Ohio Revised Code Section 3319.11 as it existed on the effect date of this Agreement, any teacher anticipating becoming eligible for a continuing contract during the term of this Agreement must notify the Building Principal in writing, with a copy to the Superintendent, by October 15 of the school year in which the teacher becomes eligible. The teacher must have on file by March 1 of the school year of tenure eligibility the following documentation:

1. For teachers initially licensed prior to January 1, 2011, either:
 - (a) A Professional, Permanent or Life teacher's certificate issued upon application submitted to the State board of Education prior to September 1, 1998 or renewed or upgraded subsequent to September 1, 1998 in accordance with Ohio Revised Code 3319.22; or
 - (b) A Professional Educator's License issued after October 29, 1996 and proof of either of the following:
 - (i) If a master's degree was not held at the time of initially receiving a teaching certificate or an educator's license, thirty (30) semester hours of course work in the areas of licensure or in an area related to the teaching field since the initial issuance of such certificate or license; or
 - (ii) If a master's degree was held at the time of initially receiving a teaching certificate or an educator's license, six (6) semester hours of graduate course work in the area of licensure or in an area related to the teaching field since the initial issuance of the teaching certificate or license.
2. For teachers initially licensed after January 1, 2011, continuing contract eligibility is met if the teacher:
 - (a) Holds a professional, senior professional or lead professional license;
 - (b) Has held an educator's license for at least seven (7) years; and
 - (c) Has completed either of the following;
 - (i) If the teacher did not hold a master's degree at the time of initially receiving an educator license, thirty (30) semester hours of coursework in the areas of licensure or in an area related to the teaching field since the initial issuance of that license, as specified in rules which the state board shall adopt;
 - (ii) If the teacher held a master's degree at the time of initially receiving an educator license, six (6) semester hours or graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of that license, as specified in rules which the state board shall adopt.

B. The teacher must have taught for at least three (3) of the last five (5) years in the Boardman Local School District.

C. A teacher meeting the requirements of A. and B. above is deemed eligible for tenure as of the April Board meeting in his/her third year. If continuing contract status is granted at that meeting, the teacher will be deemed to be tenured at that time for purposes of any reduction in force.

D. If the teacher attained continuing contract status in another school district, the teacher must have served at least two (2) years in the Boardman Local School District in order to be eligible for tenure, unless upon recommendation of the Superintendent and approval of the Board of Education tenure is approved prior to the expiration of this two-year period. Continuing contract status is effective upon re-employment of the teacher at the April Board meeting of the second year and, at that time, the teacher will be deemed to be tenured at that time for purposes of any reduction in force.

E. Upon recommendation of the Superintendent, teachers under consideration for continuing contract may be granted a one (1) year or a two (2) year extended limited contract by the Board, effective at the end of that teacher's current limited contract. Any teacher receiving an extended limited contract will be given reasons directed at professional improvement prior to April 30 in any year the Board acts to grant an extended limited contract. If re-employed at the end of an extended limited contract, teachers otherwise eligible shall be granted a continuing contract.

D. The provisions of this section (6.03), shall supersede and prevail over any conflicting provisions of Ohio Revised Code Section 3319.11 as it existed on the effective date of this Agreement.

6.04 Pay Plan

6.041 Pay Options

Employees shall receive paychecks as per Appendix E. Employees may receive this pay in equal consecutive payments in accordance with the following:

- A. Twenty-six (26) bi-weekly payments made directly to a bank chosen by the employee.
- B. Twenty (20) bi-weekly payments made directly to a bank chosen by the employee.

The twentieth (20th) pay check for those on the twenty pay plan will be held until check-out day at the end of the school year.

6.042 Pay Plan - Electronic

All members of the Association must have automatic electronic deposit of pay checks.

6.043 Pay Dates During School Closings

In the event the scheduled pay date falls on a day school is closed, the pay checks shall be issued on the last day of school before the closing or placed in the U.S. mail not later than two (2) days prior to the scheduled pay date.

6.044 Termination Pay

In the event an employee's individual contract is terminated by either party during the school year, at the option of the employee, the total sum due the employee shall be paid at the next scheduled pay date after the Board's official action on the employee's contract.

6.045 Payroll Deductions

Payroll deductions shall be made in proportionate deductions as authorized by the employee, said number of deductions to be in accordance with the pay plan selected by the employee.

6.046 Pay Dates

See Appendix E.

6.05 Payroll Deduction

The Board shall provide, upon written authorization of the employee, payroll deductions for the following:

A. Professional Dues

1. The deductions for those previously on payroll deduction or those notifying the Treasurer by thirty (30) days prior to September 1 shall be made bi-weekly, except on a 3-pay month, over the individual's pay plan beginning with the first pay in September. Deductions for those notifying the Treasurer after September 1 and prior to November 1, shall be made equally over the pays remaining as determined by the pay period in which

the election is made. The Association shall furnish the Treasurer with a schedule indicating the deduction.

2. Individual authorization forms for dues deductions shall be furnished by the Local Association, and when executed, shall be filed by the Local Association with the school district Treasurer.

3. Authorization for dues deductions shall be on a continuous basis from year to year unless a request for withdrawal is submitted, in writing to the Treasurer.

4. The balance of the annual deduction, prorated to reflect the employee's actual service, shall be deducted from the final paycheck of the member of the Employee Unit resigning his/her position, receiving a leave of absence, or having his/her employment terminated after October 20 of any school year during the duration of this Agreement.

5. Dues deductions shall be transmitted by the district Treasurer to the Ohio Education Association and the Boardman Education Association Treasurer within ten (10) days after such deductions are made.

6. The right to refund to the employee monies deducted from his/her pay shall lie solely with the Association. The Association agrees to reimburse any employee for the amount of any dues deducted by the Board and paid to the Association whenever the deduction is in excess of the proper deduction and agrees to hold the Board harmless for all claims of excessive dues deductions.

B. The Boardman Schools Credit Union.

C. Cancer insurance and other health-related insurance premiums. When a company has enrolled ten percent (10%) of the certified and non-certified, full-time employees or the equivalent in either or both groups, said employees may, in writing by November 1, authorize the Treasurer to make payroll deductions for health-related insurance premiums. This provision shall apply only to those health-related insurance premiums that are not totally provided by the Board.

D. Tax-sheltered annuities.

E. Income protection insurance from a company which has enrolled at least ten percent (10%) of the full-time teachers. Once a teacher has enrolled in a plan the teacher may continue on payroll deduction even though the total enrollment of full-time teachers drops below ten percent (10%). Teacher enrolled in any plan prior to June 30, 1987, may continue payroll deduction in that plan.

F. Board authorized charitable deductions.

G. Employee share of insurance premiums.

6.06 Compensation for Members of the Employee Unit

A. The salary schedule contained in Section 6.07 of the Agreement shall remain intact for the duration of this Agreement. There will, however, not be any increases to the base salary contained in that schedule during the life of this Agreement, nor shall there be any guaranteed step increases during the life of this Agreement. Any member of the Employee Unit who received a lump sum payment during the 2010-2011 school year shall be exempt during the 2011-2012 school year from completing the required "flex" day of professional development found in Section 5.11 of the Agreement. Failure to complete this "flex" day of professional development shall not result in any reduction in compensation for the employee.

B. Performance Based Compensation:

1. **Earned during the 2011-2012 school year:** In the event the District Report Card for the year shows achievement of 80% of the indicators measured on the 2010-2011 State Report Card, all members of the Employee unit shall advance one (1) year on the experience schedule of the District. If the advancement of the one (1) year on the experience schedule would have caused the employee to earn a step increase on the salary schedule found in Section 6.07 of the Agreement, the employee shall be granted and paid that step increase during the 2013-2014 school year. If the advancement of the one (1) year would not have resulted in the employee advancing a step on the salary schedule found in Section 6.07 of the Agreement, the employee shall be granted and paid a five hundred dollar (\$500) lump sum payment, issued in a separate pay check and delivered on the first pay date in December of 2013. In addition, an employee qualifying for a \$500 lump sum payment during the 2011-2012 school year shall be exempt during the 2012-2013 school year from completing the required "flex" day of professional development found in Section 5.11 of the Agreement. Failure to complete this "flex" day of professional development shall not result in any reduction in compensation for the employee.

2. **Earned during the 2012-2013 school year:** In the event the District Report Card for the year shows achievement of 80% of the indicators measured on the 2010-2011 State Report Card, all members of the Employee unit shall advance one (1) year on the experience schedule of the District. If the advancement of the one (1) year on the experience schedule would have caused the employee to earn a step increase on the salary schedule found in Section 6.07 of the Agreement, the employee shall be granted and paid that step increase during the 2013-2014 school year. If the advancement of the one (1) year would not have resulted in the employee advancing a step on the salary schedule found in Section 6.07 of the Agreement, the employee shall be granted and paid a five hundred dollar (\$500) lump sum payment, issued in a separate pay check and delivered on the first pay date in December of 2013. In addition, an employee qualifying for a \$500 lump sum payment during the 2012-2013 school year shall be exempt during the 2013-2014 school year from completing the required "flex" day of professional development found in Section 5.11 of the Agreement. Failure to complete this "flex" day of professional development shall not result in any reduction in compensation for the employee.

6.07 Boardman Education Association Salary Schedules 2009-2011

Effective July 1, 2011 - June 29, 2014

STEP	YEARS	BA	MA	MA + 15 MOD
1	0	\$31,963 1.00	\$35,159 1.10	\$39,954 1.25
2	1	33,721 1.055	37,077 1.16	41,872 1.31
3	2	35,479 1.11	38,995 1.22	43,789 1.37
4	3	37,237 1.165	41,072 1.285	45,867 1.435
5	4	38,995 1.22	43,150 1.35	47,945 1.50
6	5	40,753 1.275	45,228 1.415	50,022 1.565
7	6	42,511 1.33	47,305 1.48	52,100 1.63
8	7	44,269 1.385	49,383 1.545	54,177 1.695
9	8	46,027 1.44	51,460 1.61	56,255 1.76
10	9	47,785 1.495	53,538 1.675	58,332 1.825
11	10	49,543 1.55	55,616 1.74	60,410 1.89
12	11	51,301 1.605	57,693 1.805	62,488 1.955
13	12	53,059 1.66	59,771 1.87	64,565 2.02
14	13	54,817 1.715	61,848 1.935	66,643 2.085
15	19	56,255 1.760	63,766 1.995	68,561 2.145
16	24	57,693 1.805	65,684 2.055	70,478 2.205

6.08 Supplemental Contracts

6.081 Voluntary Acceptance of Supplemental Contracts: Interviews for supplemental contracts will first be granted to members of the bargaining unit. All qualified applicants that are members of the bargaining unit will be given serious consideration for the open position. The acceptance of a supplemental contract shall be a voluntary determination of the employee to whom it is offered.

6.082 Payment of Supplemental Contracts

The payment of supplemental contracts shall be in a lump sum upon completion of the supplemental assignment or divided equally into twenty (20) or twenty-six (26) pays at the option of the employee.

6.083 Supplemental Salary Schedule

The Supplemental Salary Schedule containing the listing of supplemental positions with salaries calculated on a percentage of the base salary schedule is maintained in Appendix D.

6.084 Renewal of Supplemental Contracts

Except as stipulated in Section 6.18 J. of the Agreement (Employment of Retired Boardman Teachers), any member of the Employee Unit holding a supplemental contract that is not non-renewed by the Board prior to April 30th shall automatically have their supplemental contract renewed for the subsequent school year.

6.09 Severance Pay

6.091 Entitlement to Severance Pay

Any professional certificated employee leaving the Boardman School District who has fifteen (15) or more years of service with the Boardman School District shall be entitled to receive severance pay in an amount equal to one fourth (1/4) of his/her accumulated sick leave days times his/her per diem rate of pay on the last day of service with the Board. The maximum benefit paid under this provision shall be sixty-three (63) days.

6.092 IRA 401 (a) Plan/403(b) Plan

A. The Board is permitted to terminate the existing Bencor 401(a) Plan. Notwithstanding anything in this Agreement or Board Policy to the contrary, in accordance with the terms of this Section and any related provisions of a plan document adopted by the Board to comply with the requirements of Sections 403(b) of the Internal Revenue code (the "IRC"), certain retiring employees shall have their severance pay mandatorily paid into an annuity contract or custodial account that is designed to meet the tax-qualification requirements of the IRC Section 403(b) (a "TSA"), hereinafter referred to as the "403(b) Plan". The provisions of this Agreement are effective for all employees whose effective retirement date is after the effective date of this Agreement.

B. The terms of the 403(b) Plan shall include the following:

1. Participation in the 403(b) Plan shall be mandatory for any member who meets both of the following requirements:

a. the member's last day of employment is after the calendar year in which the member attained age 54

b. the member is entitled to \$1,000 or more severance pay.

2. If a retiring member is a participant in the 403(b) Plan, an employer contribution shall be made on his or her behalf under the 403(b) Plan in an amount equal to the lesser of:

- a. the total amount of the participant's severance pay, or
- b. the maximum contribution amount allowable under the terms of the 403(b) Plan

To the extent that an employee's severance pay exceeds the maximum amount allowable under the 403(b) Plan, in the calendar year of payment, the excess amount shall be payable to the 403(b) Plan in January of the following calendar year; and if the amount to be paid to the 403(b) Plan in January of the following year exceeds the maximum amount that is permitted under the 403(b) Plan for such calendar year, the excess shall be paid to the member in cash.

3. A Participant in the 403(b) Plan may designate the TSA that is to receive the amount payable under the 403(b) Plan; provided that the Participant must limit his or her designation to a TSA that is available to employees of the School District pursuant to applicable Board policy. No contribution of Severance Pay shall be made under the 403(b) Plan on behalf of a 403(b) Plan Participant unless and until the Participant has completed the necessary enrollment or other forms to establish a valid TSA with a provider. TSA contracts shall be individual contracts owned by the 403(b) Plan participants.

4. If a Participant is entitled to have a contribution paid to the 403(b) Plan and dies prior to such contribution being paid to the 403(b) Plan, the contribution shall be paid to the TSA provider and then paid to Beneficiary of the employee in accordance with the terms of the TSA provider contract; provided, however, that if the Participant does not have a TSA in effect at the date of death, the Severance Pay shall be paid in cash to the estate of the deceased teacher.

C. If an employee is entitled to severance pay is not required to be a participant in the 403(b) Plan, the employee's severance pay shall be payable to the employee in a lump sum cash payment by a date selected by the Treasurer that is not later than 2-1/2 months after the last day of the employee's employment. However, in accordance with the requirements of applicable federal income tax law, an employee may elect to have all or a portion of the member's severance pay deferred into a TSA or into a trust, custodial account or annuity that is intended to be part of a deferred compensation plan that is tax-qualified under IRC Section 457(b) (a "Section 457 Plan").

Now, therefore, subject to the applicable federal income tax law, the BEA and the Board further mutually agree that any such election may be made only if the following requirements are made:

1. The member's election is made prior to:
 - a. in regard to deferrals to a TSA, the date of payment, or
 - b. in regard to deferrals to a Section 457 Plan, the first day of the calendar month in which the payment will be made to the employee.
2. The amount to be deferred to a TSA for any calendar year shall not exceed the contribution limitations that apply under IRC Sections 402(g) and 415, or other applicable federal tax law. The amount to be deferred under a Section 457 Plan for any calendar year shall not exceed the contribution limitations that apply under IRC Section 457(b), 415, or other applicable federal tax law.
3. The Treasurer shall have authority to establish rules relating to the elective deferral of severance pay as shall be necessary to assure compliance with the applicable federal income tax law.

4. If an employee is entitled to a cash payment of severance pay, has elected to defer some or all of it to a TSA or Section 457 Plan, and dies prior to the date such amount is paid to a TSA or Section 457 Plan, the amount that the employee had elected to be paid to a TSA or Section 457 Plan shall nevertheless be paid to the TSA or Section 457 Plan. If the member had not designated a specific TSA or Section 457 Plan, it shall be paid to the last TSA or Section 457 Plan which had received contributions on behalf of the deceased member; provided, however, that if the member had no TSA or Section 457 Plan, the deferred amount shall instead be paid to the deceased member's estate.

If an employee is entitled to a cash payment of severance pay, to the extent that the member has not elected to defer such amount to a TSA or Section 457 Plan and dies prior to the date of such payment, the amount payable in cash shall be paid to the estate of the member.

D. All contributions to the 403(b) Plan, all deferrals to a TSA or Section 457 Plan, and all cash payment to members, shall be subject to reduction for any tax withholding or other withholding required by law. Neither the Board, nor the Association, guarantee any tax results associated with the 403(b) Plan, deferrals to a TSA or Section 457 Plan, or cash payments made to member.

6.093 Death Benefit

Severance pay benefits for eligible certificated employees who die while on active pay status or on a leave of absence per this Negotiated Agreement shall be paid to the member's life insurance beneficiary.

6.10 Employee Insurances

6.101 Board-Provided Insurance Coverage

A. The Board of Education may fully meet its obligations to provide health care benefits and services under this collective bargaining agreement by participating in the health benefits program of the Stark County Schools Council of Governments (COG). The Board shall provide health, dental, vision and life insurance through the COG. The coverage shall be the standardized COG specifications in effect on January 1, 2006.

B. The Association and the Board agree that the Board shall not be required to make available to and to inform members of the Association of any option to enroll in a health maintenance organization established pursuant to Chapter 742 of the Ohio Revised Code.

C. If agreement is reached by the Stark County COG and the Stark County OEA Office on common specifications, not already contained in this contract, for the COG member districts, such specifications will become amendments in this contract upon agreement of the Association President and the Superintendent.

D. Section 125 – Tax Shelter

Tax sheltering of the individual's contribution for health costs may be implemented, under IRS Section 125, if feasible, upon agreement of the Superintendent and the Association President.

E. Medical Information

Personnel information generated by the operation of this Plan shall be kept confidential to the extent possible and necessary and to the extent required by law. Identifiable information may be shared only with the Chairperson of the Stark County Schools Council of Governments and/or his/her designee and the appropriate OEA Consultant, to the extent necessary to resolve problems and/or make decisions. Any designee will be agreed upon by the Chairperson and the designated OEA Consultant.

The Board's and the employee's share for each of these coverages is set forth in Section 6.11.

6.102 Continuation of Coverage

A. The Board shall permit all members of the Employee Unit who have been granted unpaid leaves of absence to remain in the employee insurance group for all medical and dental coverage's provided by the district at the employee's expense for the duration of said unpaid leave, subject to requirements and limitations of the insurance carrier.

B. Insurance coverage for members of the Employee Unit who have been granted paid leaves of absence shall continue to be provided at the Board's expense.

6.103 Employees Less Than Full Time

Employees employed prior to July 1, 2006, under contract working less than a full school day, but at least half the school day, shall be eligible for all insurances. Employees employed after July 1, 2006, must be under contract for at least twenty-five (25) hours per week to be eligible for insurance. The Board shall pay premiums equal to the percentage of time worked in the required seven and one-half hour day.

6.104 Dependent Definition

Unmarried dependent children from birth to age 19 (to age 26 if full-time student), provided the child is dependent upon the employee for support and maintenance in accordance with the Internal Revenue dependent guidelines.

6.11 Medical Insurance Coverage

A. For the 2011-2012 school year, the employee portion of the Premium Sharing for medical/prescriptions will be as follows per month:

<u>Single</u>	<u>Family</u>
\$30/mo	\$72.92/mo

In the event the Board receives a "premium holiday" for the cost of the medical/ prescription coverage for a month, the employee shall also receive a "premium holiday" from his/her cost of the premium sharing for that month.

In the event a member of the Employee Unit is married to another employee in the school district and both are receiving medical/prescription coverage from the Board, only one (1) of them will be required to pay the monthly premium sharing identified above.

B. Boardman Local Schools Health Insurance Committee:

1. An ongoing Boardman Local Schools Health Insurance Committee (BLSHIC), whose membership shall be comprised of representatives from employee organizations representing employees of the Board, as well as representatives of the Board and its administrators, shall be formed prior to the start of the 2011-2012 school year. The responsibility of the BLSHIC shall be to annually review the Board's health care coverage's and employee contributions toward coverage for all Board employees. At a minimum, the BLSHIC shall annually review insurance costs, employee premium sharing, coverage options, program additions or modifications to the current plan design, and the option of remaining in the COG or submitting a Request For Proposal (RFP) on the open market.

2. The BLSHIC shall annually be comprised of seven (7) voting members, three (3) representing BEA as selected by the BEA President, one (1) representing OAPSE, and three (3) representing the Board. Each of the above referenced groups may have a non-voting representative attend meetings of the BLSHIC. The BLSHIC shall be convened and begin meeting no later than September, 2011. At that time, a joint OEA/OSBA training of the BLSHIC shall be requested.

3. Regular minutes of all meetings of the BLSHIC shall be kept and shared with all voting members. A draft of the minutes will be circulated to members after each meeting, and they shall be reviewed, revised, and approved at the subsequent meeting. Members of the BLSHIC shall not receive additional compensation for their work on the Committee. The BLSHIC shall meet as needed to complete their responsibilities.

4. The Board, at their expense, shall retain the services of an insurance consultant to assist the BLSHIC with gathering and analyzing data related to utilization of the Board's coverage's, to provide a cost analysis of options under consideration by the BLSHIC, to prepare a RFP and analyze any responses to said RFP if directed by the BLSHIC to do so, and any other function deemed necessary by the BLSHIC.

5. All decisions of the Committee shall be achieved by consensus (i.e. all voting members agreeing on the decision or at a minimum indicating that they can live with the decision).

C. Cost/Savings sharing for the 2012-2013 and 2013-2014 school years: The annual goal of the BLSHIC is to offer employees a quality package of health insurance coverage's at the cost of \$6,468,336 or less for each plan year (July 1 through June 30). If the BLSHIC is successful in reducing the cost of the health care for members of the employee unit below \$4,199,583 for the upcoming plan year, then the savings shall be divided with 25% of the savings going to the Board and the remaining 75% going to the Employee unit. The 75% of savings allotted to the Employee unit shall be divided equally between each member of the Employee unit who is covered by said insurances receiving an equal share of the savings. The sharing shall be paid to members of the Employee unit through a lump sum payment, issued in a separate check, on the second pay date in November of the plan year. If, however, the BLSHIC is unsuccessful in reducing cost of the health care for members of the Employee unit below \$4,199,583 for the upcoming plan year, then beginning with the first pay date in July for that plan year, each member of the Employee unit, covered by said insurances, shall pay an equal share of the excess cost for health care. Said payments shall be paid through payroll deduction; shall be paid in pre-tax dollars; and shall be deducted equally in twenty-four equal payments for the plan year.

D. Preferred Provider – Doctors/Hospitals – Plan Year 2011-2012:

1. The parties agree that one or more Preferred Provider Organizations (PPO) programs for hospital and physicians' services may be provided through the Stark County Council of Governments (COG) Health Insurance Program.

2. Participation in any such programs will be voluntary and there shall be no diminution of benefits for those individuals who choose not to participate in a PPO. However, for those individuals who choose a PPO and then utilize services outside the PPO system, there may be a reduction in benefits.

3. The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be mutually determined by the representative of the COG and the Stark County OEA office.

4. The duration of this provision shall be from March 1, 1994, and continuing thereafter unless terminated or modified by the representatives outlined in paragraph 3 herein.

5. <u>Specifications:</u>	<u>Network</u>
Maximum Benefits	Unlimited
Deductibles	100/200
Accumulation Period	Calendar Year
Co-Insurance Provision	80%

80% by the insurance carrier and 20% by the patient up to a yearly maximum out-of-pocket of \$500 per individual or \$1,000 for two or more family members. After the out-of-pocket has been met by the employee, 100% of eligible charges will be paid.

6. Out-Patient Psychiatric/ Substance Abuse 80%, UCR up to 15 visits (30 visits if in Network PPO) per person, per year
7. In-Patient Psychiatric/ Substance Abuse 31 days per person, per year
8. Preventative - routine Pap test, mammogram, and prostate cancer test once per year shall be a covered expense (unless found by a physician to be necessary more often).
9. Pre-Admission Certification - Under the Pre-Admission Certification/Concurrent Review Program, the doctor's recommendation for non-emergency hospitalization is reviewed and "pre-certified" before the individual is admitted to the hospital. Any elective non-emergency hospital stay (including maternity admissions) must be pre-certified. Failure to follow the pre-admission procedure may result in the patient paying the first two hundred dollars (\$200) of room and board charges.

The admission procedure must be followed for emergency care within forty-eight (48) hours after the emergency.

6.12 Dental Insurance

The full cost shall be paid by the Board for the 2011-2012 Plan Year:

Plan Description (summary only) for Plan Year 2011-2012:

- A. Maximum Benefits/covered person
Class I, II, or III \$2,500 per year
- B. Deductible – Individual \$25 per year
- C. Deductible – Family \$75 per year
- D. Co-Insurance Amounts:
 1. Class I – Preventative 100% of Usual & Customary (No Deductible)
 2. Class II – Basic 80% of Usual & Customary
 3. Class III – Major 80% of Usual & Customary
 4. Class IV – Orthodontia 60% of Usual & CustomaryLifetime maximum for Orthodontia - \$1,200 per individual

6.13 Prescription Drug - Preferred Provider for Plan Year 2011-2012:

The Board shall provide, through the Stark County Council of Governments, a preferred provider drug program that, if the employee chooses to utilize, will include the following:

- A. The program will be available to employees and their dependents who have "primary" coverage under the District's insurance.

B. The employee will pay the 20% co-payment to the provider and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee's 20% co-payment.

C. The deductible will be waived.

D. The list of covered expenses shall be agreed upon by the Stark County Office and the OEA Canton office.

E. The duration of this provision shall be from July 1, 2006, and thereafter as agreed to by the representatives of the Stark County Council of Governments and a consultant representative of the Stark County UniServ office.

F. Mail order prescription: Upon agreement of the OEA Consultant representative of the Stark County UniServ office and the COG representative, an optional mail order prescription program will be implemented.

6.14 Term Life and Accidental Death and Dismemberment Insurance

6.141 Board-Provided Coverage

The Board shall purchase from a carrier licensed by the State of Ohio, group term life insurance in the amount of thirty-five thousand dollars (\$35,000) plus an equal amount of accidental death and dismemberment coverage for each member of the Employee Unit now or hereinafter employed. The full cost of such insurance and any increases thereof shall be paid by the Board.

6.142 Purchase of Additional Coverage

Bargaining unit members may purchase additional life insurance at the group rate in \$5,000 increments, up to a maximum of \$20,000 coverage in addition to Board paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier.

If, as of July 1, 2006, any employee had purchased additional coverage in excess of \$20,000, the employee shall maintain the amount purchased.

6.15 Vision Care Insurance

The Board shall purchase through a carrier licensed by the State of Ohio, employee and family Vision Insurance equal to or exceeding the specifications below. The full cost of this program and any increase thereof, shall be paid by the Board for the 2011-2012 Plan Year.

A. Specifications for the 2011-2012 Plan Year:

1. Eye examinations – One regular eye examination in each twelve (12) consecutive month period by an ophthalmologist, optician or optometrist is provided for each person covered under the program. The maximum payment is \$40 per exam.

2. Lenses – One pair in each twelve (12) consecutive month period is covered. Payment is made for the actual charge for one or two lenses or contact lenses, but not more than:

	<u>Per Lens</u>	<u>Per Pair</u>
Single Vision	\$20	\$40
Bifocals	\$30	\$60
Trifocals	\$40	\$80
Lenticular	\$100	\$200
Contact lenses (cosmetic)	\$35	\$70
Contact lenses (medical)	\$200	\$400

NOTE: The amount for a single lens is fifty percent (50%) of the amount for a pair of lenses.

The plan will pay the actual charge for the services and supplies up to the maximum, the difference will be added to the maximum amount applicable to any other service or supply for which a charge is incurred within sixty (60) days.

3. The allowance for medically necessary contact lenses will be paid only if:
 - a. The lenses are necessary following cataract surgery
 - b. Visual acuity cannot be corrected to 20/70 in either eye with other lenses, but can be corrected to a least 20/70 in eye with contact lenses.
 - c. The lenses are necessary for the treatment of anisometropia or keratoconus.
4. Frames – One set of frames is covered every twenty-four (24) consecutive month period, provided the frame are used with lenses prescribed after an eye examination. Frame allowance: \$30. When new frames are not required, the payment allowed for frames may be applied toward the cost of lenses.

B. Limitations and Exclusions

1. Services for which vision care coverage does not provide benefits include:
 - a. Sunglasses, whether or not requiring a prescription
 - b. Drugs or medications
 - c. Employer-furnished services or supplies or those covered under Workers' Compensation laws, occupational disease laws or similar legislation.
 - d. Services and supplies rendered or furnished as a result of loss, theft or breakage of lenses, contact lenses or frames for which benefits were paid under the Group Contract and Certificate.
 - e. Orthoptics or vision training
 - f. Aniseikonic lenses
 - g. Coated lenses
2. Vision care does not provide full benefits for cosmetic vision needs. This distinction applies particularly to frames and contact lenses.
3. Should an individual select contact lenses instead of conventional lenses, when the latter is all that is needed, the program will pay the amount equal to the single lens plus the frame toward the cost of the contacts.

6.16 STRS - Pickup

Effective with the first pay day of the 1987-1988 school year the Board of Education agrees to pay an amount to the State Teachers Retirement System equal to the employee's contribution in lieu of that normally made by the employee. Such a pickup shall be considered as a salary reduction for the purpose of and as solely determined by the IRS and the State of Ohio income tax codes. The Board assumes no further liability except to account for the amount to STRS nor does it guarantee that the tax will be deferred as laws are changed. These amounts are designated as employee contributions for salary calculations as defined under STRS guidelines, regarding salary reduction pickup.

6.161 STRS Pick-Up

Members of the Association will receive a .7% STRS pick-up with pick-up on the pick-up during the life of the contract.

6.17 Early Retirement Incentive (only if an ERI is implemented by the Board)

Health insurance benefits shall be provided to employees who participate in an ERI for the period between the effective ERI date and the retirement insurance eligibility date with STRS providing the participant pays 100% of the Board cost one (1) month in advance.

6.18 Employment of Retired Boardman Teachers

Members of the Association, upon retirement shall be granted the following during the life of this agreement:

A. Retired teachers re-employed by the Board are considered bargaining unit members and subject to the terms of this Agreement, except as otherwise set forth herein.

B. shall be granted in increments of one (1) year limited contracts to current employees who notify the Board of their intent to retire after the acceptance date of this agreement. The retirement must be effective June 30th.

Retirees shall be eligible for a maximum of three (3) consecutive (1) year limited contracts.

C. A "retired" teacher eligible to receive health insurance benefits through STRS and who is re-employed by the Board will be eligible for medical benefits through the Boardman Schools. Retired-rehired employees shall be offered medical benefits on the district's plans (medical, dental and vision) with the employee's premium sharing based on STRS set rates in effect on June 30, 2009, for the Medical Mutual Plus- Without Medicare coverage for 30+ years of service and the optional Delta Dental Plan and Optional VSP Vision Plan rates for the duration of this agreement. The premium co-pay sharing will be deducted in the first pay of each with pre-tax dollars effective July of the year in which the retired-rehired employee elects to participate in the district medical plans. Retire-rehire employees are NOT eligible for premium holiday.

D. A retiree shall be paid at the first year salary step level of the appropriate training column, regardless of years of service in any Ohio public or private school, and so long as employed by the Board shall not advance on the salary schedule based on additional years of service. Any salary schedule placement determination as set forth herein shall not be subject to the grievance procedure or otherwise challengeable.

E. Seniority for Boardman teachers returning to employment with the Board after retirement will be zero (0) upon such re-employment and any subsequent re-employment for all provisions of the Agreement. In the event the district needs to implement a Reduction in Force (RIF), those teachers re-employed under this provision, shall, by areas of certification, be subject to a RIF before other members of the Employee Unit. Teachers re-employed under this provision shall accrue seniority exclusively within the retire-rehire program. In the event two (2) re-employed teachers, in the same area of certification, share the same seniority date within the program, they shall participate in a coin toss as described in Section 5.184 of the Agreement, or, if more than two (2) re-employed teachers are tied, they shall participate in a drawing of lots, in the presence of the Superintendent and a representative designated by the BEA President.

F. Teachers employed by the Board after retirement shall not be eligible for continuing contract and are restricted to limited contracts of employment.

G. There will be no severance pay available for retired teachers employed by the Board, however, such teachers will accrue sick leave at a rate of 1 1/4 days per months worked. Sick leave will accumulate from year to year for retired re-employed teachers.

H. Re-employed teachers will be awarded one (1) year limited contracts of employment (per section B. of this provision) that will automatically expire at the end of the applicable school year (June 30) without notice of non-renewal. This transition from a one (1) year limited contract to the next one (1) year limited contract does not create a vacancy. With a satisfactory

recommendation from the superintendent of the Boardman Schools, those eligible will receive additional one (1) year limited contract(s) that will be implemented concurrently on July 1. No performance evaluations shall be required. For purposes of these teachers, the parties specifically agree that this provision supersedes and takes the place of Ohio Revised Code Sections 3319.11 and 3319.111 and differs from the rights of other teachers contained within the terms of the collective bargaining agreement.

I. Upon the expiration of the three (3) year period of re-employment provided in Section 6.18 B. of the Agreement and in the event the district is unable to hire a qualified teacher in the licensed area of need, the Board may, at its' sole discretion, grant a teacher additional one (1) year limited contract(s) under the terms and conditions set forth herein.

J. Any teacher intending to be re-employed under this Section of the Agreement, shall at the time of submitting his/her resignation for the purpose of retiring into STRS shall also resign from any supplemental contract he/she holds under the Agreement. The resulting vacancy for the supplemental contract shall be posted to all members of the Employee Unit with the understanding that re-employed teachers are eligible for supplemental contracts. Employees who were hired as a retire-rehire prior to July 1, 2006 are exempt from this section.

K. The parties expressly agree and fully intend this provision to supersede and take precedent over the provisions of Revised Code Section 3317.13 and any and all other inconsistent or contrary state or federal statutes, laws and/or regulations.

L. During the periods of re-employment, the retiree makes contributions to STRS. These contributions are used to fund an additional annuity benefit. These contributions plus employer contributions and interest, determine the annuity amount that will be paid as a benefit. The retiree may collect this annuity at age 65 or upon termination of employment, whichever is later.

M. The provisions of this agreement are applicable only to Boardman teachers, who accept this option as an early retirement incentive. The acceptance of this option does not create a vacancy.

ARTICLE VII EFFECTS OF THE CONTRACT

7.01 Severability

7.011 Statutory Compliance

It is understood that this Agreement is subject to, and shall operate within the framework of the statutes of the State of Ohio.

7.012 If any provisions or application of a provision of this Agreement to any individual member or group of members of the Bargaining Unit shall be found contrary to law by a court or jurisdiction, then such provision or application shall not be deemed valid and subsisting except in the extend permitted by law, but all other provisions or applications shall continue in full force and effect.

7.013 Renegotiation of Invalid Provision

Any provision, in whole or in part, or application of a provision of this Agreement found contrary to law within a period of time that does not exceed fifty percent (50%) of the negotiated duration of this Agreement in accordance with Section 7.07 shall be renegotiated by the parties within ten (10) days after said finding is rendered.

7.014 Deletion of Invalid Provision

Any provision, in whole or in part, of this Agreement found contrary to law after fifty percent (50%) of the negotiated duration of this Agreement has elapsed shall be deleted from the Agreement

and shall not be subject to negotiation until the expiration of the Agreement as established in Section 7.07.

7.02 Conflicts

7.021 Integrity of Agreement

It is understood that teachers shall continue to serve under the direction of the Superintendent of Schools and in accordance with the Board and Administration policies, rules, and regulations, including those set forth in the School Board handbook, as amended, provided that the provisions of this Agreement shall supersede and prevail over any conflicting provisions.

7.022 Effects of Agreement

This Agreement shall constitute Board policy for the term of said Agreement, and the Board hereby amends its rules and regulations to the extent necessary to give effect to the provisions of this Agreement.

7.03 Reprisals

There shall be no reprisal of any kind taken against any teacher by reason of his/her membership in a professional organization or participation in its activities.

7.04 Amendment

This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

7.05 Legal Rights

Nothing in this Agreement shall deny any employee rights or privileges that are granted to said employees by the Ohio Revised Code or any other statute or law.

7.06 Duplication and Distribution

7.061 Distribution of Revisions or Amendments

Any subsequent revisions or amendments of this Negotiated Agreement shall be printed in its entirety and distributed to all members of the Employee Unit.

7.062 Cost of Preparation and Printing

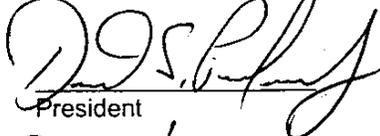
The Board shall bear the expense of preparing the final draft and the printing of the Negotiated Agreement. The Association shall be provided a copy of the agreement for each employee.

7.07 Duration

This Agreement shall remain in force and effect from **June 30, 2011 to June 29, 2014**. If tenure is changed by law in the State of Ohio, negotiations will be opened for the purpose of discussing job security.

The parties to this contract, signed this date, JUNE 29, 2011, as witnessed below.

FOR THE ASSOCIATION

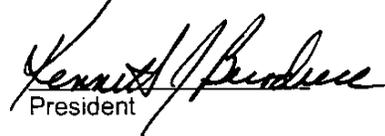

President


OEA/NEA LRC


Negotiator

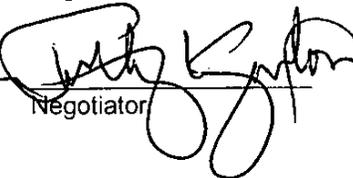

Negotiator

FOR THE BOARD OF EDUCATION


President


Chief Negotiator


Negotiator


Negotiator

Teacher Evaluation Guidelines

1. Philosophy

Teaching is our raison d'être. Administration positions exist to guide, support and evaluate teaching and learning.

With the instructional process being so important to schools, it follows that we should develop refined procedures to foster this process, develop quality controls, and assess performance. Teachers do their best in an atmosphere of encouragement and support. Implementation of our evaluation procedures should enhance that atmosphere.

It is understood that there exists a wide variety of teaching styles and strategies. It is also agreed that no one method of instruction is best nor should be used exclusively.

Much of the success of these procedures is dependent upon the mutual trust and understanding between the evaluator and the teacher. To a considerable extent this trust is built through informal and inter-personal experiences where each sees the other as being reasonable, fair, honest and intent on a high quality performance. It is important for the administrator-evaluator to take the lead in developing this rapport.

2. Objectives

The main purpose of any evaluation is to encourage the pursuit of excellence, and to aid teachers in improving the quality of instruction. With this purpose as the main principle, the objectives listed below shall be followed by the evaluator:

- a. To provide leadership and assistance to that teacher needing performance improvement.
- b. To provide the school district with an assessment of instructional quality for use in promotion, re-assignment, and teacher contract renewal.
- c. To recognize superior teaching performance.
- d. To encourage teachers to continually reassess their instructional effectiveness.
- e. To provide a personnel file for potential use in referrals to other educational or employing agencies.

3. Evaluators

Principals will direct and control the formal evaluation of professional personnel in their buildings. The delegation of this responsibility shall only be to another administrator in the building to which the teacher is assigned, or to a central office administrator/supervisor. The evaluator must hold an Educational Administrative certificate. Instructional coordinators and department chairpersons shall serve as resource people to the evaluator. Moreover, they may provide guidance to teachers who are undertaking self-evaluation. Non-public school administrators may serve as resource persons for evaluations of auxiliary staff assigned to their building.

Administrators should encourage methods of teacher self-evaluation and assessment when practical and channel these data into goal-setting phases.

4. Definitions of Evaluations

- a. Formal Evaluation is a process of conferences and observations which culminate in the written evaluation that is filed with the principal, teacher, and superintendent.
- b. Informal Evaluation is a process of conferences and observations initiated by either teacher or administrator not culminating in a written evaluation unless specifically requested by the teacher.

5. Sources of Evaluation Data

- a. Classroom observations, announced and unannounced, or by teacher invitation, always with the full knowledge of the teacher.
- b. Evaluator-evaluated conferences prior to the first classroom observation, following each observation, and prior to the filing of the written evaluation.
- c. Additional observations/evaluations by another administrator in this system requested by the evaluations.
- d. Mechanical or electrical devices to be used only with the teacher's full knowledge and consent.
- e. Lesson plans and student work provided by teacher.
- f. Sources as needed to document punctuality, meeting minimum daily requirements, and proper use of leave policies.

6. Formal Evaluation Procedure

- a. In all formal evaluations, a conference between teacher and evaluator should be held prior to the first classroom observation to discuss evaluation procedures, including the observation report and evaluation instrument.
- b. Important to the evaluation procedure is the evaluator's knowledge of the teacher's course goals, objectives and/or target areas for improvement, and lesson plans. The evaluator should also familiarize himself with the teacher's quizzes, tests and other methods of student evaluation.

c. Schedule of classroom observations (minimum):

- 1) First Year Teachers - (to the Boardman system), teachers eligible for continuing contracts, and limited contract teachers evaluated at the discretion of the administrative staff. Two observations before Christmas - evaluator prepares written report for each observation and an interim report by January 15.

Two additional observations before March 31 - complete observation reports and complete evaluation instrument by April 10.

- 2) Continuing Contract Teachers - At the discretion of the administrative staff. One observation before Christmas.

When an evaluator believes improvement is needed, specific written recommendations regarding needed improvement and means by which the teacher may obtain assistance in making such improvements, must be given. In this case, a second observation may be done before March 31.

All written observation report(s) and the final evaluation instrument must be completed by April 10.

- d. A conference must be held within five school days the teacher is in attendance immediately following each formal classroom visitation. At that time, a written observation report must be presented to the teacher and discussed.
- e. The final written evaluation instrument will be discussed with the teacher prior to being filed with the principal, superintendent and teacher. The teacher may respond in writing as part of the formal evaluation. The teacher's signature on the instrument does not necessarily mean agreement with the contents.

APPENDIX A

- f. Teachers shall be given reasonable opportunity to correct deficiencies. Confidentiality and care of personal data in the files shall reflect a respect for the individual.
7. Informal Observations and Evaluation Procedures
- a. These may be held as often as wanted by the teacher or administrator.
 - b. These will center on mutually agreed upon objectives and procedures. They may take the form of verbal communication or the use of observation reports and/or the evaluation instrument.
 - c. Informal evaluations will be written only upon mutual agreement of the teacher and evaluator.
8. Guidelines for the Class Observation Report
- a. Reports should be based on observations of at least thirty (30) minutes.
 - b. In areas where the evaluator believes improvement is needed, specific written recommendations regarding needed improvement and means by which the teacher may obtain assistance in making such improvements, must be given.
 - c. A teacher may attach any written comments to the report regarding any difference of opinion that exist.
 - d. After the report has been discussed and signed by both the teacher and the evaluator, one copy of it will be given to the teacher and one kept by the evaluator.

This document shall become a part of the negotiated Agreement and shall prevail over State Law in the areas addressed.

BOARDMAN LOCAL SCHOOL DISTRICT
Certificated Employees Observation/Evaluation Report

Observation # _____ Report: _____

NAME _____ OBSERVER _____

SCHOOL _____ SUBJECT _____ Date: _____

TYPE OF CLASS _____ GRADE _____ Time: _____

LEGEND:
 S - Satisfactory
 U - Unsatisfactory
 N - Not applicable or no opportunity to observe

Domain A. Organizing Content Knowledge for Student Learning

- 1. Becomes familiar with relevant aspects of each student's background experiences, and plans instruction and activities accordingly.
- 2. Has written lesson plans that articulate specific learning goals and teaching methods that are appropriate to the students.
- 3. Uses course objectives as developed in the adopted course of study and arranges these in a logical sequence for instruction.
- 4. Demonstrates an understanding of the connections between the content that was learned previously, the current content, and the content that remains to be learned in the future.
- 5. Demonstrates an extensive knowledge of subject area.
- 6. Creates and/or selects teaching methods, learning activities, and instructional materials or other resources that are appropriate to the students and that are aligned with the goals of the lesson.
- 7. Selects, designs, and utilizes assessment instruments appropriate for students and aligned with goals of lessons.

A. COMMENTS, COMMENDATIONS, AND RECOMMENDATIONS

(Page 2 of 5)

Domain B. Creating an Environment for Student Learning

- 1. Enforces classroom policy fairly and consistently.
- 2. Demonstrates tolerance for all students regardless of race, color, sex, national origin, or handicap.
- 3. Respects each student's right of due process, privacy, and confidentiality.
- 4. Treats students with courtesy and respect.
- 5. Shows evidence of having established a rapport with students.
- 6. Provides a classroom environment conducive to free inquiry, positive interaction, and learning.
- 7. Communicates challenging learning expectations to each student.
- 8. Ensures that students know what is expected of them regarding attendance, behavior, and performance.
- 9. Encourages students to respect and care for school property.
- 10. Organizes classroom for efficient teaching.
- 11. Maintains classroom environment conducive to student learning.
- 12. Maintains a safe classroom environment.

B. COMMENTS, COMMENDATIONS, AND RECOMMENDATIONS

(Page 3 of 5)

Domain C. Teaching for Student Learning

- 1. Clearly articulates learning goals and instructional procedures to students.
- 2. Communicates effectively with students.
- 3. Presents subject matter in a clear, comprehensible and logical way.
- 4. Develops critical and analytical thinking skills.
- 5. Uses the content of the lesson to stimulate creative and independent thinking.
- 6. Demonstrates flexibility and provides feedback in responding to student needs during class.
- 7. Regularly monitors student progress and adjust instruction when necessary.
- 8. Guides students in effective work and study habits.
- 9. Encourages student participation.
- 10. Uses instructional time effectively.
- 11. Adjusts readily to necessary changes in school routine.

C. COMMENTS, COMMENDATIONS, AND RECOMMENDATIONS
--

(Page 4 of 5)

Domain D. Teacher Professionalism

- 1. Continually evaluates and updates own course objectives and methods of student evaluation.
- 2. Demonstrates a sense of efficacy by understanding and implementing specific practical lessons to help students who are not meeting learning goals.
- 3. Cooperates with all staff members in activities relating to instructional improvement and curriculum development.
- 4. Contributes ideas and solutions to problems within the school.
- 5. Respects colleagues' rights of due process, privacy, and confidentiality.
- 6. Initiates communication with parent(s) or guardian(s) about student learning.
- 7. Respects each parent's right to due process, privacy, and confidentiality.

Other Considerations

- 1. Conveys an interest and enthusiasm for subject.
- 2. Makes use of constructive criticism.
- 3. Assumes responsibility for out-of-class supervision of students during the school day.
- 4. Keeps accurate records.
- 5. Is punctual, meets minimum day requirements.
- 6. Uses sick, personal, and professional leaves in accordance with school policy.
- 7. Maintains a professional appearance.
- 8. Complies with Board Policy and directives of administrators and supervisors.

D. COMMENTS, COMMENDATIONS, AND RECOMMENDATIONS

Other: COMMENTS, COMMENDATIONS, & RECOMMENDATIONS

(Page 5 of 5)

Comments by Evaluator

Comments by Evaluator

Evaluatee's Signature _____

Signature indicates only that the evaluatee was made aware of the contents of this document and does not constitute or imply agreement with the contents.

Date _____

Evaluator's Signature _____

Date _____

Revised: 5/31/00

PERSONAL LEAVE FORM

Boardman Local School District
7410 Market Street
Boardman, Ohio 44512

Certified Personnel

REQUEST FOR PERSONAL LEAVE THAT EXTENDS A HOLIDAY OR RECESS

Personal leave will be granted for responsibilities that cannot be assumed when school is not in session. Personal leave cannot be used for recreation, vacation, for calamity make up days or other employment. All requests for personal leave that extend a holiday or recess must be submitted with an explanation of the reason.

Today's Date _____ Date(s) Requested _____

This personal leave is for responsibilities that I cannot assume when school is not in session.

Employee's Signature _____

Building Assignment _____

The above leave is approved/disapproved.

Date: _____ Superintendent _____

SUPPLEMENTAL SALARY SCHEDULE

Boardman Local School District

BOARDMAN HIGH SCHOOL

Department Chairperson

1. Business, Careers & Technology*	10.0%	_____
2. English	14.0%	_____
3. Foreign Language*	10.0%	_____
4. Health & Phys. Ed.	10.0%	_____
5. Mathematics	14.0%	_____
6. Science	14.0%	_____
7. Social Studies	14.0%	_____
8. Art	10.0%	_____
9. Industrial Arts	10.0%	_____
10. Guidance	10.0%	_____
11. Music	10.0%	_____
12. Special Education	10.0%	_____
13. ARCD***	2.5%	_____

Extended Duties

1. Band Director	28.0%	_____
2. Band Assistant (3)	14.0%	_____
	14.0%	_____
	14.0%	_____
3. Orchestra Director	14.0%	_____
4. Orchestra Assistant (2)	5.0%	_____
	5.0%	_____
5. Pep Band	4.0%	_____
6. Choral Music Director	10.0%	_____
7. Dramatics Director	14.0%	_____
8. Stage Crew Advisor	7.0%	_____
9. Bugle Advisor	8.0%	_____
10. Bugle Business Manager	6.0%	_____
11. Crier Advisor	7.0%	_____
12. Crier Business Manager	6.0%	_____
13. Crier Photograph Advisor	5.0%	_____
14. Speech Director	14.0%	_____
15. Speech Assistant (2)	4.0%	_____
	4.0%	_____
16. Technology Support	8.0%	_____

Clubs and Class Responsibilities

1. Art Club Advisor	3.0%	_____
2. Photo Arts Club Advisor	4.0%	_____
3. Senior Class Advisor	4.0%	_____
4. Junior Class Advisor	4.0%	_____
5. Junior Class Asst. Advisor	3.0%	_____
6. French Club Advisor	3.0%	_____
7. Italian Club Advisor	3.0%	_____
8. Latin Club Advisor	3.0%	_____
9. Spanish Club Advisor	3.0%	_____
10. Math Club Advisor	3.0%	_____
11. Computer Club Advisor	3.0%	_____
12. Science Club Advisor	3.0%	_____
13. Industrial Arts Club Advisor	3.0%	_____

APPENDIX D

14. Al Sebastian Med. Careers Club	3.0%	_____
15. Humanities Club	3.0%	_____
16. National Honor Society	3.0%	_____
17. Booster Club Advisors (2)	3.0%	_____
	3.0%	_____
18. SADD Club Advisor	3.0%	_____
19. Varsity Wrestlette Advisor	3.0%	_____
20. Saturday Rec. Program (3)	3.0%	_____
	3.0%	_____
21. Student Council Advisor	10.0%	_____
22. Council for Exceptional Children	4.0%	_____
23. Chess Club Advisor	3.0%	_____
24. Interact Club Advisor	3.0%	_____
25. Key Club Advisor	3.0%	_____
26. Quiz Bowl Team	3.0%	_____

Boys Athletic Positions

1. Head Baseball Coach	15.0%	_____
2. Baseball Assistant	10.0%	_____
3. J.V. Baseball Coach	7.0%	_____
4. Head Basketball Coach	24.0%	_____
5. Basketball Assistants (3)	14.0%	_____
	14.0%	_____
	14.0%	_____
6. Golf Coach	10.0%	_____
7. Head Football Coach	24.0%	_____
8. Football Assistants (8)	14.0%	_____
	14.0%	_____
	14.0%	_____
	14.0%	_____
	14.0%	_____
	14.0%	_____
	14.0%	_____
9. Head Track Coach	18.0%	_____
10. Cross Country Coach	10.0%	_____
11. Track Assistants (3)	10.0%	_____
	10.0%	_____
	10.0%	_____
12. Head Wrestling Coach	18.0%	_____
13. Wrestling Assistants (2)	10.0%	_____
	10.0%	_____
14. Head Soccer Coach	18.0%	_____
15. Soccer Assistant	10.0%	_____
16. Tennis Coach	10.0%	_____

Boys and Girls Athletic Positions

1. Head Swim Coach	18.0%	_____
2. Swim Assistant	10.0%	_____
3. Swim Assistant	5.0%	_____
4. Swim Assistant Diving	5.0%	_____
5. Bowling Coach	10.0%	_____

Girls Athletic Positions

1. Head Track Coach	18.0%	_____
---------------------	-------	-------

APPENDIX D

2.	Track Assistant (3)	10.0%	_____
		10.0%	_____
		10.0%	_____
3.	Cross Country Coach	10.0%	_____
4.	Tennis Coach	10.0%	_____
5.	Softball Coach	15.0%	_____
6.	Assistant Softball	10.0%	_____
7.	JV Softball Coach	7.0%	_____
8.	Head Basketball Coach	24.0%	_____
9.	Basketball Assistants (3)	14.0%	_____
		14.0%	_____
		14.0%	_____
10.	Golf Coach	10.0%	_____
11.	Head Volleyball Coach	12.0%	_____
12.	Volleyball Assistant Coach (2)	8.0%	_____
		8.0%	_____
13.	Soccer Coach	18.0%	_____
14.	Assistant Soccer	10.0%	_____
15.	Head Cheerleading Coach	14.0%	_____
16.	Asst. Cheerleading (Reserves)	10.0%	_____
17.	Asst. Cheerleading (Freshmen)	7.0%	_____

Athletic Department Positions

1.	Open Gymnasium Supvs (3)	5.0%	_____
		5.0%	_____
		5.0%	_____
2.	Weight Program Supvs (3)	5.0%	_____
		5.0%	_____
		5.0%	_____
3.	Athletic Dept Assistants (3)	5.0%	_____
	Fall	5.0%	_____
	Winter	5.0%	_____
	Spring	5.0%	_____
4.	Athletic Trainer (2)	24.0%	_____
		24.0%	_____
5.	Athletic Coordinator	13.0%	_____

CENTER MIDDLE SCHOOL

Instructional Coordinators

1.	Language Arts	14.0%	_____
2.	Math	14.0%	_____
3.	Social Studies	14.0%	_____
4.	Science	14.0%	_____

Extended Duties

1.	School Publication Advisor	4.0%	_____
2.	Student Council Advisor	4.0%	_____
3.	Saturday Rec Advisors (2)	3.0%	_____
		3.0%	_____
4.	Academic Team Advisor**	2.5%	_____
5.	BCMS TV	5.0%	_____
6.	Dramatics Director	3.0%	_____
7.	Technology Support	8.0%	_____

APPENDIX D

8. ARCD*** 2.5% _____

Boys Athletic Positions

1. Grade 8 Basketball	14.0%	_____
2. Grade 7 Basketball	14.0%	_____
3. Football Head Coach	14.0%	_____
4. Football Assistant	10.0%	_____
5. Track Head Coach	10.0%	_____
6. Track Assistant	7.0%	_____
8. Wrestling Assistant	5.0%	_____
9. Cross Country	5.0%	_____

Girls Athletic Positions

1. Grade 8 Basketball	14.0%	_____
2. Grade 7 Basketball	14.0%	_____
3. Head Track Coach	10.0%	_____
4. Track Assistant	7.0%	_____
5. Cheerleader Advisor (7-8)	12.0%	_____
6. Volleyball Coach	9.0%	_____
7. Volleyball Assistant	6.0%	_____
8. Cross Country	5.0%	_____

Girls and Boys Athletic Positions

1. Athletic Coordinator	13.0%	_____
-------------------------	-------	-------

GLENWOOD MIDDLE SCHOOL

Instructional Coordinators

1. Language Arts	14.0%	_____
2. Math	14.0%	_____
3. Social Studies	14.0%	_____
4. Science	14.0%	_____

Extended Duties

1. School Publication Advisor	4.0%	_____
2. Student Council Advisor	4.0%	_____
3. Saturday Rec Advisors (2)	3.0%	_____
	3.0%	_____
4. Academic Team Advisor**	2.5%	_____
5. BCMS TV	5.0%	_____
6. Dramatics Director	3.0%	_____
7. Technology Support	8.0%	_____
8. ARCD***	2.5%	_____

Boys Athletic Positions

1. Grade 8 Basketball	14.0%	_____
2. Grade 7 Basketball	14.0%	_____
3. Football Head Coach	14.0%	_____
4. Football Assistant	10.0%	_____
5. Track Head Coach	10.0%	_____
6. Track Assistant	7.0%	_____
7. Wrestling Coach (7-8)	10.0%	_____
8. Wrestling Assistant	5.0%	_____
9. Cross Country	5.0%	_____

Girls Athletic Positions

1.	Grade 8 Basketball	14.0%	_____
2.	Grade 7 Basketball	14.0%	_____
3.	Head Track Coach	10.0%	_____
4.	Track Assistant	7.0%	_____
5.	Cheerleader Adv (7-8)	12.0%	_____
6.	Volleyball Coach	9.0%	_____
7.	Volleyball Assistant	6.0%	_____
8.	Cross Country	5.0%	_____

Girls and Boys Athletic Positions

1.	Athletic Coordinator	13.0%	_____
----	----------------------	-------	-------

ELEMENTARY SCHOOLS

1.	ARCD***	2.5%	_____
2.	Curriculum Coordinator (4) Language Arts	7.0%	_____
		7.0%	_____
		7.0%	_____
		7.0%	_____
3.	Curriculum Coordinator (4) Math, Science Social Studies	7.0%	_____
		7.0%	_____
		7.0%	_____
		7.0%	_____
4.	Technology Support (4)	8.0%	_____
		8.0%	_____
		8.0%	_____
		8.0%	_____

DISTRICT

1.	Lead Mentor	5.0%	_____
----	-------------	------	-------

* Members of the Employee Unit holding this supplemental contract at the conclusion of the 2005-06 school year shall be grandfathered at 14% for as long as they hold this supplemental contract.

** Academic Team Advisors coach students in various academic competitions. Coaching is done outside the normal school day. Voluntary tutoring of students before or after school is not considered a part of Academic Team Advisors. The number of supplemental contracts granted for Academic Team Advisors may vary from year to year, as determined by the Director of Instruction. It would not be unusual for a teacher to "pilot" an academic team for a school year prior to a contract being offered for the following school year.

*** Additional Responsibilities in Curriculum Development (A.R.C.D.) - The Board and the Association agree that a teacher's primary responsibility is the effort put forth in the classroom. They further agree that teachers may be asked to assume additional responsibilities beyond the classroom to help maintain the academic excellence in Boardman Schools. Such responsibilities may include, but not be limited to, curriculum development, textbook evaluation, etc. Temporary additional responsibilities are those that require time beyond the normal school day. The number of supplemental contracts offered may vary from year to year. The Director of Instruction will determine what areas are to be developed with the principal's approval.

PAY SCHEDULE

2011-2012

07/01/11
07/15/11
07/29/11
08/12/11
08/26/11
09/09/11
09/23/11
10/07/11
10/21/11
11/04/11
11/18/11
12/02/11
12/16/11
12/30/11
01/13/12
01/27/12
02/10/12
02/24/12
03/09/12
03/23/12
04/06/12
04/20/12
05/04/12
05/18/12
06/01/12
06/15/12

2012-2013

07/03/12
07/20/12
08/03/12
08/17/12
08/31/12
09/14/12
09/28/12
10/12/12
10/26/12
11/09/12
11/23/12
12/07/12
12/21/12
01/04/13
01/18/13
02/01/13
02/15/13
03/01/13
03/15/13
03/29/13
04/12/13
04/26/13
05/10/13
05/24/13
06/07/13
06/21/13

2013-2014

07/05/13
07/19/13
08/02/13
08/16/13
08/30/13
09/13/13
09/27/13
10/11/13
10/25/13
11/08/13
11/22/13
12/06/13
12/20/13
01/03/14
01/17/14
01/31/14
02/14/14
02/28/14
03/14/14
03/28/14
04/11/14
04/25/14
05/09/14
05/23/14
06/06/14
06/20/14

Activity Passes	24	Placement on Salary Schedule	27
Administrative Issues	26	Policy Making	4
Agreement	5	Prescription Drug	39
Amendment	44	Procedure for Continuing Contract	28
Assault Leave	11	Professional Dress	26
Assignment and Transfer	19	Professional Improvement	27
Association Rights	2	Professional Leave	11
Bereavement Leave	13	Professional Teaching Personnel	4
Class Size	13	Record Keeping, Grievance	7
Compensation for Members of the Employee Unit	31	Reduction in Force	22
Conflicts, Pertaining to Agreement	44	Release of Information	5
Definition and Rights of the Grievant and Association	6	Representation Election	1
Definition of Bargaining Unit	1	Reprisals	44
Dental Insurance	39	Request for a Second List, Arbitrators	7
Disagreement: Mediation and Appeal	5	Rights of Individuals	4
Duplicating Equipment	26	Rights to Representation, Grievance	8
Duplication and Distribution	44	Sabbatical Leave	11
Duration of Agreement	44	Salary Schedules 2009-2011	33
Duration of Recognition	1	School Calendar	16
Employee Insurances	36	School Day	16
Employment of Retired Boardman Teachers	42	School Year	17
Expedition of Grievance	7	Scope of Negotiation	4
Five Year Forecast Committee	15	Seniority	20
Harassment	27	Severability	43
Health and Safety	24	Severance Pay	34
In-Service Training	15	Sick Leave	8
Jury Leave	12	Sick Leave Accumulation	9
Just Cause	18	Split Classes	14
Leave for School Visitations	12	Statement of Recognition	1
Legal Rights	44	Step 1: Informal Procedure, Grievance	6
Medical Insurance Coverage	37	Step 2, Grievance	6
Mentor Program	24	Step 3, Grievance	6
Miscellaneous, Grievance	8	Step 4, Grievance	6
Negotiation Sessions	4	Step 5: Arbitration, Grievance	7
Nondiscrimination	18	STRS - Pickup	41
Non-Teaching Duties	14	Submission of Issues	4
Obtaining Objectives	3	Substitutes	14
Paid Teacher Aides	15	Supplemental Contracts	34
Parental Leave	10	Teacher Evaluation Guideline	46
Parent-Teacher Conferences	16	Teacher Evaluation Procedures	18
Pay Plan	30	Term Life and Accidental	40
Payroll Deduction	30	Time Limits, Grievance	7
Personal Leave	9	Transcripts, Grievance	7
Personal Leave Form	54	Vacancies	19
Personal Messages	23	Vision Care Insurance	40
Personnel Files	18		

Jill E. Dearing
Secretary, Director of Operations

Telephone: 330-726-3402
Fax: (330) 726-3416

Boardman Local School District
7410 Market Street
Youngstown, Ohio 44512-5678

August 29, 2011

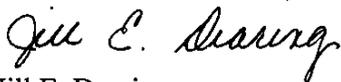
State Employment Relations Board
65 East State Street 12th Floor
Columbus, OH 43215-4213

Dear Sir,

Please find enclosed copies of the negotiated agreement between the Boardman Board of Education and the Boardman Education Association and the Ohio Association of Public School Employees.

If you have any questions, please do not hesitate to contact me at the above phone number.

Sincerely,



Jill E. Dearing,
Secretary, Director of Operations

Enclosure

STATE EMPLOYMENT
RELATIONS BOARD
2011 AUG 31 A 10:42