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COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

EAST GUERNSEY LOCAL TEACHERS ASSOCIATION/OEA/NEA

AND THE

EAST GUERNSEY LOCAL BOARD OF EDUCATION

JULY 1, 2011 – JUNE 30, 2013

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ARTICLE I
PROCEDURAL AGREEMENT

In consideration of the mutual agreements contained herein, this agreement is made and entered this 15th day of March 2010, by and between the East Guernsey Local School District Board of Education (hereinafter "Employer" or "Board") and the East Guernsey Local Teachers Association / OEA / NEA (hereinafter "Association").

A. Recognition

1. The Association recognizes the Board as elected representatives of the people and further recognizes the responsibilities of the Board for the operation of the District school system.
2. The Board recognizes the Association as the sole and exclusive bargaining representative for all professional, non-supervisory personnel. The bargaining unit shall include all:
 - a. Full or part-time classroom teachers (K - 12, special and vocational)
 - (1) Full-Time: An employee who is employed, not as a substitute, to perform a full day's work as defined in Article IV for a minimum of one hundred and twenty (120) days or more in a work year.
 - (2) Part-Time Regular: An employee who works less than a full day's and/or full week's work as defined in Article IV on a school year basis shall be given a regular limited contract on a pro-rata basis. Salary and benefits shall be paid on a pro-rata basis.
 - (3) Part-Time: An employee who has worked more than sixty (60) consecutive days in the same position as a replacement substitute for another employee. Said employee shall be given a regular limited contract which shall automatically expire on the date listed on the contract and/or the return of the teacher being replaced.
 - b. Guidance Counselors
 - c. Librarians
 - d. School Nurses
 - e. L.D. Tutors

- (1) L.D. Tutors shall receive the same percentage increase as the B.A.-0 for each year of this Agreement over \$11.21/hour and shall not be included on the salary schedule. Benefits for L.D. Tutors shall be paid on a pro-rata basis.
 - (2) Should any current bargaining unit member be moved to a L.D. Tutor position, the unit member shall receive salary pro-rata based on the teachers' salary schedule, shall receive pro-rata benefits and be subject to all rights and benefits of this Agreement.
3. For the purpose of this article, "administrative personnel" shall be any employee hired under an administrative contract pursuant to sections 3319.01, 3319.02, and 3319.04 of the Ohio Revised Code. All "administrative personnel" and the following positions shall be specifically excluded from the bargaining unit:
 - a. Business Manager
 - b. Non-Certificated / licensed Personnel
 - c. Home Instruction Tutors
 - d. Casual Substitutes
4. The Board and Association recognize that newly-created professional positions shall be included or excluded from the bargaining unit pursuant to the provisions of this article.
5. Recognition and recognition election shall be in accordance with Chapter 4117 of the Ohio Revised Code.
6. All employees of the bargaining unit shall be entitled to all rights, benefits, and privileges of this contract unless otherwise specified.

B. Bargaining Procedures

1. Each party shall designate a negotiations team of up to five (5) persons. All negotiations shall be conducted between these teams.
2. Bargaining teams shall be empowered to make proposals and counter proposals, to consider proposals and counter proposals, and to indicate tentative agreement on behalf of the parties.
3. Negotiations shall be conducted in good faith. Good faith shall be defined to include adherence to these procedures and a willingness to react to the other party's proposals. This shall mean that if a proposal is unacceptable to one of the parties, that party is obligated to give its reasons. Good faith does not require either party to agree to a proposal or make a concession.

4. a. No earlier than one hundred forty (140) and no later than one hundred ten (110) days prior to expiration of this Agreement, either party may notify the other of a desire to commence negotiations for a successor Agreement. Such notice shall be in writing and directed to the Superintendent if from the Association, and to the Association President if from the Board.

Both parties shall meet within fifteen (15) days of the receipt of the notice to negotiate to mutually exchange written initial proposals. A second meeting shall be held, not later than eighty-five (85) days prior to Agreement expiration unless mutually agreed otherwise.
- b. No additional proposal shall be added to the bargaining agenda after the first session unless mutually agreed by both parties.
5. It is the responsibility of each party to submit appropriate notices to SERB pertaining to initiation of the negotiations procedure.
6. Meetings shall be held in executive session and shall be held outside normal working hours. Such meetings shall last a maximum of three hours unless otherwise mutually agreed. Members of the Association's negotiating team shall be given release time with pay for all mediation sessions held during the regular work year and scheduled during the work day.
7. Each party shall have the right to recess its group for independent caucus during negotiations session for periods up to thirty (30) minutes.
8. Either party may call upon a lay or professional consultant to assist with negotiations. Pre-notification of such consultant's attendance at a session is required for such attendance. Such consultant is additional to the five (5) member teams including no more than one (1) professional consultant with the remaining members being employees of the District.
9. The parties may appoint joint ad hoc study committees to research and study proposals, and to make recommendations on matters under consideration. The committee shall report all findings to both parties. Any cost will be mutually shared.
10. Prior to a declaration of impasse, all statements to the media shall be issued jointly by the Board and the Association negotiations team. Subsequent to a declaration of impasse, statements to the media may be issued, as needed by either party. A copy of any media release shall be furnished to the other party at the same time and by the same method.

11. a. The parties agree to furnish upon written request and in a reasonable time regularly and routinely prepared information concerning issues under consideration.
- b. Items that will be furnished to the Association include:
 - (1) Amended Certificate
 - (2) Adopted Appropriations Resolution(s)
 - (3) June revenue report
 - (4) Training and experience grid
 - (5) Monthly receipts and expenditures report
- c. No charge will be made for information requested.

C. Scope of Bargaining

Wages, hours or terms and other conditions of employment and the continuation, modification or deletion of an existing provision of this agreement except as limited by a provision of this Agreement.

D. Agreement

1. Individual proposal tentatively agreed to shall be reduced to writing and initialed by each party.
2. When tentative agreement has been reached on all issues, they shall be reduced to writing and submitted to the Association and the Board for approval. Both parties agree to act on approval at the next regular or special meeting provided that the Board shall not be required to act prior to the ratification vote of the Association.

Following approval by both parties, the Agreement will be signed by and binding upon both parties.

E. Disagreement

1. In the event the parties are unable to reach an agreement, either party may declare impasse. Upon the declaration of impasse, the parties shall submit a mutual request to the Federal Mediation and Conciliation Service (FMCS) to appoint a mediator to aid the parties through mediation.
2. The parties agree that mediation is the dispute resolution procedure established by the parties to supersede the procedure specified in Chapter 4117 of the Ohio Revised Code.

3. Should mediation fail to resolve the impasse, the parties may mutually agree to use any other dispute resolution procedure. However, in the absence of mutual agreement to the contrary, the impasse procedure will be deemed exhausted when the mediator determines that the parties are deadlocked.
4. If agreement is not reached by the expiration date of this Agreement or the impasse procedure is exhausted, whichever is later, then the Association shall have the right to proceed in accordance with Section 4117.14(D)(2) and Section 4117.18(C) of the Ohio Revised Code.

ARTICLE II GRIEVANCE PROCEDURE

Definitions

- A. A "grievance" is a complaint involving the alleged violation, misinterpretation or misapplication of this Agreement between the Association and the Board of Education.
- B. A "grievant" is a teacher, group of teachers, or the Association alleging a violation, misinterpretation or misapplication of this Agreement has actually occurred. A grievance alleged by a group shall have arisen out of identical circumstances affecting each member of the group. A grievance filed by the Association shall identify the individual or class allegedly impacted by the violation, misinterpretation and/or misapplication of this Agreement.
- C. A "day" shall be defined as any teacher work day scheduled under Article IV, Section M of this Agreement, excluding any calamity day on which school is not in session, and, during the summer recess, any day on which the Board offices are open for business.

Step 1

Within fifteen (15) days from the date of the event giving rise to a grievance, the grievant shall request an informal meeting with his/her principal for the purpose of resolving the matter. The grievant shall indicate that the discussion will pertain to a possible grievance. If the grievant fails to request such meeting within fifteen (15) days after he/she knew or should have known of the act or condition on which the grievance is based, the grievance shall be considered waived.

Step 2

If the grievance is not resolved at Step 1, the grievant shall, within five (5) days of the informal meeting, present his/her principal with a written explanation of the grievance on the prescribed form (Appendix A), citing the specific section of this Agreement that has been violated and the

relief sought. If no written grievance is made within five (5) days after the discussion, it shall be presumed that the grievance is resolved. Within five (5) days of the receipt of such claim, the principal shall hold a conference if the principal determines it necessary. Within five (5) days of the conference, or receipt of claim if no conference, the principal shall indicate his/her disposition of the grievance in written form, one copy of which will be sent to the grievant and a copy will be sent to the District Superintendent and the Association.

Step 3

If the grievant is not satisfied with the written disposition of the principal, he/she shall, within five (5) days of receipt of the disposition, send a written request for a conference before the District Superintendent or designee. In addition to the request, the grievant shall include a written explanation of the grievance citing the specific section of this Agreement that has been violated and the relief sought.

Both the grievant and the Superintendent or designee may have a representative of his/her choice present at the conference. The conference will be held within ten (10) days of the Superintendent's receipt of the request. The Superintendent or designee will render a decision on the grievance within five (5) days after the close of the conference. The action taken will be reduced to writing and copies sent to the grievant, the principal, the Board President and the Association President.

Step 4

If the grievant is not satisfied with the written disposition of the Superintendent at Step 3, or if no decision has been rendered within ten (10) work days after he/she has met with the Superintendent, such grievant may appeal in writing to the Board. The notice of appeal shall be sent to the Superintendent and a copy filed with the Treasurer of the Board. Failure to file such appeal within five (5) days from receipt of the written memorandum of the Superintendent's action on the grievance shall be deemed a waiver of the right of appeal. The Superintendent shall place the matter on the agenda for the next regularly scheduled meeting of the Board. The aggrieved employee shall have the right to be represented at such meeting by a representative of his employee organization, and such meeting shall be held in executive session.

The Board shall act upon such appeal no later than its next regular meeting. The Board shall render a written decision to the grievant within ten (10) days of the hearing. No grievance shall be submitted to arbitration without the consent of the Association.

Step 5

If the aggrieved person is not satisfied with the disposition of his/her grievance at Step 4, the Association may within fifteen (15) days after a decision by the Board, submit the grievance to binding arbitration by filing a written demand with the American Arbitration Association and furnishing a copy to the Superintendent. Except as otherwise expressly provided in this

Agreement, the arbitration will be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association in effect at the time (hereinafter referred to as the "AAA Rules").

The parties will be bound by the AAA Rules in the selection of an arbitrator.

The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any terms of the written provisions of this Agreement, nor shall he/she make any decisions contrary to law.

The arbitrator's expenses shall be borne by the losing party. The arbitrator shall determine which party is the loser as part of his opinion and award. If the arbitrator determines to split the award, the arbitrator's expenses shall be shared by the parties.

Should either party request a transcript of the proceedings, then the party requesting the transcript bears the full cost for the transcript. Should both parties order a transcript, then the cost of the two (2) transcripts will be divided equally between the parties.

Rights of Teacher to Representation

- A. No reprisals or reprimand will be taken against the grievant or parties dealing with a grievance by the administration, Board, Association or certified staff.
- B. A grievant may be represented at all steps of the procedure by himself/herself and/or be accompanied by an Association representative of their choosing. If an Association representative is requested at step 1, it is understood that the representative will be a Board employee and that the meeting will occur at a mutually agreeable time, within the Step 1 time limit, that does not disrupt the employee's work duties.

Miscellaneous

Since it is important that grievances be processed as rapidly as possible, the time table at each level should be considered maximum. The time limits may, however, be extended by mutual agreement.

If a grievance is not acted upon within the stated or mutually agreed to time limits, the grievance goes to the next step or ends depending who had lack of action.

No documents, communication, and records dealing with the processing of a grievance will be filed in the teacher's personnel file.

All notices of conferences, meetings and dispositions of grievances, written grievances and appeals shall be in writing and hand delivered or mailed with return receipt requested.

ARTICLE III
ASSOCIATION RIGHTS/MANAGEMENT RIGHTS

The Association shall be granted the following privileges:

- A. Use of school facilities for meetings. Meetings shall be arranged to not interrupt normal instructional programs and in keeping with Board policy governing use of buildings. The Association President or building representative shall get prior permission from the building principal or Superintendent.
- B. Use of school equipment such as duplicating machines, typewriters, calculators and audio-visual machines. Board-purchased consumable materials used by the Association, i.e., paper, shall be paid for by the Association at Board cost. Such use for Association purposes will be done when the machines are not in use for school-related matters.
- C. Use of faculty bulletin boards.
- D. Use of regular intradistrict mail.
- E. Access to the employee mailboxes at each school.
- F.
 - 1. The Board agrees to deduct from salaries of the teacher, dues for the Association/OEA/NEA and/or combination of such organizations as said teachers individually and voluntarily authorize the board to deduct, and to transmit the monies promptly to such organizations. Teacher authorizations will be in writing on the form provided by the Association, which will certify to the Board the current amount of membership dues, and must be received not later than the second payroll in September. If this time line is followed, then dues will be deducted in twenty (20) equal installments beginning in October.
 - 2. In addition to the above, it is agreed that request for withdrawal of payroll dues deduction may be made only during the period of August 20 through August 30. Otherwise, dues deductions shall continue from year to year.
- G. Payroll Deduction of Fair Share Fee
 - 1. a. The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Association, a fair share fee for the Association's representation of such non-members during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

- b. The Association shall notify the Treasurer of the Board by September 20 of the names of any bargaining unit members who elect not to be members of the Association in order that fair share fees can be processed.

2. Notification of the Amount of Fair Share Fee

Notice of the amount of the annual fair share fee, which shall be no more than 100% of the unified dues of the Association, shall be transmitted by the Association to the Treasurer on or about September 20 of each year during the term of this contract for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

3. Schedule of Fair Share Fee Deductions

a. All Fair Share Fee Payers

Payroll deduction of such fair share fee shall begin at the second payroll period in January and ending with the second pay period in June, except that no fair share fee deductions shall be made for bargaining unit members employed after December 31 until the second paycheck, which period shall be the required probationary period of newly-employed bargaining unit members.

b. Upon Termination of Membership during the Membership Year

The Treasurer shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

4. Transmittal of Deductions

The Board further agrees to accompany each transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

5. Procedure for Rebate

The Association represents to the Board that an internal rebate procedure has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitution of the United States and the State of Ohio.

6. Entitlement to Rebate

- o Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

7. Religious Exemption

Any exemptions made to this procedure because of a bonafide religious belief shall be made pursuant to Ohio Revised Code 4117.09(C).

8. Indemnification of Employer

The Association on behalf of itself and the OEA and NEA agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

- a. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed;
- b. The Association shall reserve the right to designate counsel to represent and defend the employer;
- c. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;
- d. The Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

H. Other Deductions

- 1. Except for deductions for absence not covered by paid leave or those required by law, salary deductions will be allowed only upon authorization by the employee and approval of the Board. The following deductions are required:
 - a. Federal, State and local income tax, and Medicare tax;

- b. Employee's share of retirement contribution according to the current rate as set by law.
2. Voluntary deductions (except for new employees) will have additions or changes twice a year, with the deadline for this information as the second pay of September and the second pay of February. In addition to the following deductions/reductions, employees may authorize two (2) additional deductions/reductions provided that a minimum of five (5) employees authorize any one (1) additional deduction/reduction. Employees who stop withholding deductions without notifying the Treasurer's office in writing will be assessed a \$5.00 handling fee. The following deductions/reductions may be authorized:
- a. Employee contributions to the district's health insurance program and other insurance/annuity programs that are or may be approved by the Board. These annuity/insurance programs must have no fewer than five (5) employees desiring the program.
 - b. Membership dues for recognized employee organizations.
 - c. Credit union deductions.
 - d. OEA E.P.A.C. contributions.
 - e. Annuity contributions authorized by an employee under Article XVII, Section C, 3 of this Agreement.

I. Deductions for Absence Not Covered by Paid Leave

- 1. In cases when a teacher is absent from duty and there is no sick leave applicable, or when the absence is unauthorized, the salary deduction for each day of unauthorized absence will be based on the current salary divided by the number of teacher work days in the official school calendar as adopted by the Board. In no case will just the salary of the substitute be deducted or a teacher allowed to employ and pay for the substitute.
- 2. When a specialized employee is absent from duty and there is no sick leave applicable, or the absence is unauthorized, salary deduction for absence will be made on a per diem basis in accordance with the required work year for that particular job classification.

- J. The Association shall receive a complete copy of the agenda and motion pages, including all attachments, for each Board meeting. Such materials shall be sent to the Association by mail or by hand at the same time it is sent to the Board members. The Board will also provide the Association with a copy of approved Board minutes. The Association will receive a District policy manual and will be provided with approved policy updates.

- K. The Association shall have the right to place organizational identification on its members' mailboxes.
- L. The Association shall have the privileges of participation in the orientation meetings for professional staff members.
- M. Management Rights

All Board rights, powers, duties, discretion, authority, and prerogatives are retained by and shall remain exclusively vested in the Board, except as such are limited by the Ohio Revised Code and clearly and specifically reduced to writing as a part of this Agreement, and are reserved solely to the discretion of the Board and the Administration.

ARTICLE IV
TEACHING CONDITIONS

- A. The Board, to the extent that space and funds permit, will attempt to meet the state standards for class size. A teacher who believes that his or her class(es) has too many students may request a conference with the principal and Superintendent to discuss the problem in an attempt to resolve it.
- B. The Board will make available at least one (1) room per campus which will be reserved for use as a faculty room only. The Board will furnish that room to the extent that funds permit.
- C. The Board will provide teaching supplies and textbooks and coordinate the ordering of said supplies with curricular changes. Shortages of supplies, textbooks, and materials should be reported in writing to the principal or head teacher. An oral response should be given for each written requisition stating the items approved, items rejected, and the rationale for rejection.
- D. The Board will provide faculty only parking. Such facilities shall be within the fiscal and physical limits of the Board.
- E. Classroom interruptions will be held to a minimum.
- F. The Board shall maintain safe and healthful conditions and make all reasonable efforts to correct unsafe conditions as determined by state health and industrial standards. Unsafe or unhealthy conditions shall be reported to the building administrator in writing.
- G. Group testing programs shall, whenever possible, be limited to machine graded tests.

This pertains to group testing such as Stanford, Proficiency, etc., and not to individual teacher classroom testing. Competency testing, when established within the District, may also be considered as group testing.

- H. All teachers shall have a minimum of thirty (30) consecutive minutes free for lunch each day, during which time he/she shall not be required to perform any school activities. Teachers shall be permitted to leave the school building during their lunch period upon notifying their principal or head teacher.
- I. No teacher shall transport a pupil in his/her personal automobile, except in the case of an emergency as determined by the teacher. On these occasions, the district's liability coverage shall be in effect. Should a teacher voluntarily transport students in non-emergency situations, the teacher shall assume all liability.
- J. The Board will attempt to provide school time for the purpose of Association sponsored inservice faculty meetings. Such meetings shall address the improvement of curriculum and other educational concerns pertaining to the improvement of instruction or classroom performance. Such meetings require a written request at least one (1) week prior to the meeting and prior approval of the building administrator.
- K. The Board shall schedule parent-teacher conference days. If such conference days are longer than the regular school hours, compensatory time shall be given.
- L. The school calendar or any subsequent changes therein shall be adopted by the Board after the Association has had an opportunity to meet and confer with the Superintendent concerning the final calendar or changes.
- M. The contractual year is based on 182 days and the normal teacher day shall be no longer than seven and one-half (7 1/2) hours. Within the contractual year, two (2) days shall be given for professional growth in-service and teacher records.
- N. Time for in-service educational activities shall be scheduled within the regularly scheduled teacher day. Except for emergencies, faculty meetings shall be limited to one (1) per month and shall be no more than forty-five (45) minutes in duration. Three (3) working days notice shall be given for all regular faculty meetings except in emergency situations. This does not include department level meetings. Attendance by the faculty at regularly scheduled faculty meetings is required unless excused by the building principal. The principal will excuse teachers in a fair and equitable manner.
- O. Vacancy and Transfer
 - 1. When vacancies occur as the result of a retirement, resignation, an employee moving from one position to another, termination, contract non renewal or other reasons and the Board/Administration determines to fill the vacancy, qualified

staff members currently in the District's employ will be given preference over outside applicants.

2. Notice of certificated vacancies and newly-created positions shall be announced through faculty memoranda and posting in the schools. The format will include date, job title, location of the vacancy, pay range, and anticipated starting date. Teachers desiring the announced positions have five (5) days from the date of the announcement to indicate their interest to the administration. During the days outside the adopted school calendar, such announcements shall be posted in the central office and sent to each member either with the summer paychecks or by special mailing. A change from full-time to part-time status, and vice versa, shall not be considered a vacancy.
3. No bargaining unit member shall be involuntarily transferred or reassigned except for good reasons. Said reasons shall be given in writing to any bargaining unit member involuntarily transferred or reassigned.

P. Teaching Load and Assignments

1. It shall be the obligation of the Board to give to all teachers a daily unassigned preparation period during the student school day of one period for grades 6 through 12 and a minimum of 30 consecutive minutes daily for grades K-5, and for a total of 210 minutes per week.
2. When teachers of special subjects are assigned to instruct a total classroom unit (physical education, art, and music, i.e.) the regular classroom teacher shall not be required to remain in the classroom, and shall use this time as their preparation period.
3. Teacher participation in any activities after the regular school day shall be voluntary. Non-participation in such activities shall not be valid items for teacher evaluation purposes, except as a teacher agrees that such participation shall be a job target.
4. Every teacher will be assigned to his/her certified teaching field. (Only in unusual circumstances may a teacher be assigned in a related field, and then only with the teacher's permission).
5. Teachers who will be affected by a change in grade assignment in the elementary grades or by changes in subject assignments in the secondary grades shall have an opportunity to discuss the change with the principal or Superintendent prior to the final decision given in accordance with Section O., of this article.

6. Teachers should be provided for K-12 art, music, and physical education within the district's limitations of finances and physical facilities. In the case of such a teacher's absence, a substitute will be provided or the classroom teacher shall take the assignment along with additional compensation as provided in Section S. below.

Q. Student Teacher Assignment

A teacher will not be required to accept a student teacher or observing college student.

R. Student/Parent Conferences

Parent-teacher, student-teacher conferences will be arranged at times agreed to between the parent/student and teacher. At least thirty (30) minutes before or thirty (30) minutes after the students' school day shall be guaranteed to all students or parents for conferences with teachers, if so requested, in advance and mutually agreed upon between the teacher and the other party. This meeting shall take place within five (5) school days of the request.

S. In-Service Substitution

Teachers who are asked by the administrators to cover classes or who lose the use of their planning/conference time as a result of an administrative directive, will be paid at the rate of \$16.00/.75 hour.

T. Physical Examinations

Whenever the Board requires that an employee must submit to an acceptable examination, other than the initial employment examination, the school system shall assume the cost of this examination.

U. Labor and Management Committee

1. The Board and the Association desire to foster better day to day communications and to achieve and maintain a mutually beneficial relationship through the use of a continuing communications program to effectively maintain stable labor management relations and avoid controversies.
2. The purpose of the Labor and Management Committee (the Committee) is to discuss, explore and study problems referred to it by the parties to this Agreement. The Committee, by mutual agreement, shall be authorized to make recommendations on those problems that have been discussed, explored and studied. The parties shall make every reasonable effort to solve the problems at the lowest level before presenting problems to the Committee.

3. In order to have a frank and open discussion, the Committee shall have no authority to change, delete or modify any of the terms of the existing master agreement, nor to settle grievances arising under this Agreement.
4. The Committee shall be composed of three (3) teachers appointed by the Association President, the Superintendent and two (2) building administrators. A representative of the Federal Mediation and Conciliation Service may be invited to attend and participate in Committee meetings. Chairing the Committee shall alternate from meeting to meeting between a representative appointed by Management and a representative appointed by the Association.
5. The Committee shall meet not less than six (6) times per year unless mutually agreed otherwise by the Superintendent and the Association President. Not less than three (3) meetings per year a Board member shall be present. Either party may request up to three (3) additional meetings per year and the request shall be granted. Meetings shall be held on the second Wednesday of the month in September, October, November, March, April and May. However, interim meetings may be held if mutually agreed to by the Committee. Meetings shall be conducted in the Central Office unless otherwise agreed to by the parties. Meetings shall begin at a time agreed to by the parties.
6. Each side shall prepare an agenda to be distributed to all Committee members at least two (2) working days prior to the meeting.
7. The parties shall adopt bylaws for the Committee.
8. Minutes from the meeting shall be prepared and approved according to Committee by-laws. Following signatures by the Association President and the District Superintendent, decisions of the Committee shall be followed by all parties, and shall remain in effect until revised by the Committee or this Agreement. Minutes shall be presented to the Board of Education for approval.

V. Professional Development Committee

1. Purpose
A local professional development committee (LPDC) shall be established to oversee and review individual professional development plans for course work, continuing education units, and/or other equivalent activities.
2. Composition of the Committee
There shall be four (4) Association members and three (3) members from the Administration. The executive committee of the Association shall appoint its four (4) committee members. The Superintendent shall appoint the Administration's three (3) members.

3. Term of Office
The term of office shall run July 1 until June 30. All terms shall be three (3) years in duration.
4. Chairperson
The committee chairperson shall be determined by a majority vote of the committee members.
5. Decision Making
A quorum shall consist of five (5) committee members.
6. Training
Members of the LPDC shall be afforded the opportunity to attend training on the functioning responsibilities and legal requirements of the LPDC. Such training will be on release time and subject to professional leave in accordance with Article XIV of this Agreement.
7. Meetings
The LPDC shall meet as deemed necessary by the committee.
8. Compensation
Each member of the committee shall receive a stipend in accordance with Article XVI with the supplemental payroll scheduled for June each year.
9. Committee Responsibility
The committee's responsibilities include approval of individual professional development plans for all certificated employees, as well as, approval of all C.E.U.'s, course work, and workshops that could be used for professional growth.

W. Curriculum Studies

1. Organization, structure, and function of a curriculum study committee shall be at the prerogative of the administration. Membership of such committee may include primary, intermediate, middle school and high school representatives as deemed appropriate by the nature of the study and subject to the approval of the Superintendent. Membership will be determined in accordance with the provisions of Article IV, Section W, Paragraph 3.
2. If necessary and where there has been approval by the Superintendent, personnel may be granted release time for the purpose of working on curriculum projects.
3. All appropriate certificated staff with more than two (2) years experience in the District will be given preference and the opportunity to volunteer to serve on curriculum study committees in their appropriate grade level and/or subject area.
4. For participation in curriculum study work sessions conducted beyond the regular teachers' work day, including evenings and summer sessions, certificated staff shall be paid at the rate of \$20.00/hr. Staff members who are provided extended time beyond the regular school year will participate in curriculum study work

while on extended time and, therefore, are not eligible for additional pay. Work sessions will be approved in advance by the administration.

5. Teachers shall meet twice in the school year during early dismissal for the purposes of reviewing or revising the implementation of curriculum. Departments may meet additional times as established by Department Heads. Teachers will be compensated for work outside the school day while working on implementation of the curriculum at a rate of twenty dollars (\$20.00) an hour if they attend the meeting. Teachers are expected to attend the after school meetings unless a reasonable excuse is given. Department heads are established for mathematics (6-12), social studies (6-12), language arts (6-12), science (6-12), kindergarten, first grade, second grade, third grade, fourth grade, fifth grade. Department heads shall receive a stipend in accordance with Article XVI with the supplemental payroll scheduled for June each year, for coordinating, guiding, and conducting the curriculum meeting herein described for his/her department. In addition, Department heads shall be compensated at the rate established for other teachers in Article IV, Section W, Paragraph 4 of this Agreement for all meetings conducted beyond the provisions stated above in the first sentence of paragraph 5. The department head stipend shall be treated as a supplemental contract except that the stipend shall not be placed on the steps of the supplemental schedule.

X. Grant Development

1. For the development of grants, release time will be provided to the staff when necessary. Should any bargaining unit member need to use planning time for participation in a grant and as approved by the grant coordinator, said members shall be reimbursed at the rate indicated in Article IV, Section W, paragraph 4, for each planning period used, if grant monies are available.
2. Any meetings held in which release time is not available, attendance by the membership will be on a volunteer basis.

Y. Calamity Days

If any school building is closed for calamity such as illness, disease epidemic, hazardous weather conditions, damage to a school building, other temporary circumstances due to utility failure rendering the school building unfit for student use, teachers shall not be required to report for work on that day but shall receive their regular salary and fringe benefits. Should the total number of days the school was actually open for instruction with pupils in attendance and for individualized parent-teacher conferences and reporting periods be less than 175 days, these days under 175 shall be rescheduled at the end of the school year only prior to June 30. This shall not include the make-up of any additional calamity days granted by the legislature due to unique situations as in 1994. These additional granted days shall not be made up.

Z. Flexible Work Schedule

Bargaining unit members who choose to report to work earlier than the normal bargaining unit member work schedule, with approval of the building principal, shall be permitted to leave at the end of the student school day as long as the total number of work hours is not reduced below those of other bargaining unit members in the building.

AA. Lesson Plans

Teachers will show evidence of daily lesson planning, written in a format of the individual teacher's choice, that are designed for the teacher's use. Lesson plans will contain the following components: (1) State Standards; (2) Objective stated in terms of what the student should learn; (3) Strategies; and (4) Assessment, which will be labeled. Lesson plans are to be submitted weekly (except for those weeks limited by this Agreement); specifically, lesson plans will be available to the building principal, upon request, by 8:00 a.m. of the first day of the student's week and filed with the principal's office by the end of the teacher's planning/conference time on that day (by the end of the teacher's day if the teacher has no planning/conference time during the day). Lesson plans are not required for the week before and the week after the end of grading periods.

BB. Communicable Diseases

Subject to any legal requirements that may apply, if a student is infested with lice or known to have a communicable disease that poses a health risk to others, the staff members who supervise the student will be informed of that fact immediately and, in light of the particular circumstances, appropriate steps will be taken to remove the student from the classroom.

ARTICLE V
INDIVIDUAL RIGHTS

- A. Neither the Board nor the Association shall discriminate against bargaining unit personnel on the basis of race, color, creed, age, national origin, sex, handicap, religion, or for the exercise of rights.
- B. The Board recognizes the civil rights of all members of the bargaining unit. The Board also recognizes the individual rights and freedoms granted teachers by the Constitution and will abide by all laws that pertain to the teacher(s) it employs.

Section C is applicable only to the following three (3) recognized individual rights:

1. The right to join and participate in civic or professional organizations on one's personal time.
 2. The right to participate in political functions on one's personal time.
 3. The right to privacy and recognition that one's personal life is not a condition of employment, unless it interferes with the effective performance of professional duties.
- C. Any discipline or reprimand then shall occur only after the teacher is made aware in writing of the condition and is given no less than ten (10) calendar days in advance for the opportunity to provide information. The involved teacher shall be granted a conference and/or hearing upon written request.
- D. A bargaining unit member is entitled, upon request, to an Association representative at any investigatory conference or meeting that the employee reasonably believes may result in disciplinary action.

ARTICLE VI EVALUATION

- A. Evaluation has for its primary objective the strengthening of instructional service. Effective evaluation will require a serious nature and a cooperative approach on the part of all involved.
- B. Accordingly, all teachers whose contracts will expire at the end of the school year shall be observed on at least two (2) separate occasions for a period of not less than thirty (30) consecutive minutes. All limited contract teachers whose contracts are not up for renewal will be observed once during the school year for a period of not less than thirty (30) minutes; all continuing contract teachers will be observed not less than once every three (3) school years for a period of not less than thirty (30) minutes. A conference between the evaluator and the teacher shall be held within ten (10) school days of the observation.
- C. The first formal evaluation shall take place on or before December 15, and a second formal evaluation shall take place on or before March 31. There shall be fifteen to twenty (15-20) school days between the two formal evaluations. For teachers whose contracts are not up for renewal, the formal evaluation will take place prior to March 31. Any written information between formal evaluations may be noted in the personnel file for use in the attempt to improve the teacher's performance. The form used will be approved by a committee of three (3) teachers selected by the Association, two (2)

administrators, and the Superintendent. If either party desires a change in the evaluation form, that party shall notify the other of the desire to meet on the evaluation forms. The parties must meet within thirty (30) days of the notification and shall deliberate in good faith for at least four (4) months from the commencement of the first meeting. If the parties cannot agree, then the form—except for agreed upon changes—shall remain the same for the remainder of the school year. The parties may re-initiate a request for changes in the next school year.

- D. Forms shall include, but not be limited to, strengths, weaknesses, and suggestions for improvement. These evaluations shall be done by the Administration and/or the Ohio Valley Educational Service Center Superintendent and supervisors.
- E. If the teacher does not agree to the comments made by the evaluator, the exceptions should be noted under the “Teacher Comment” section of the form. The teacher has ten (10) days from the conference date to note comments, otherwise, the evaluation forms will be filed without “Teacher Comments”. In addition, the teacher may request a meeting with the elementary or secondary supervisor, the building principal, and if desired, a representative of the Association to discuss the matter in greater detail.
- F. Completed evaluation forms are to be filed with the Superintendent with copies being provided for the teacher and the building principal. These forms must be filed within twenty (20) school days of the conference.
- G. All personnel memos or correspondence relative to job performance are to be placed in the teacher’s permanent record folder in accordance with Article VIII. A copy will be forwarded to the teacher.
- H. The procedures of an evaluation may be subject to the grievance procedure, but the substantive aspects (i.e., judgment of the evaluator) are not.
- I. The evaluation procedure set forth above shall be the sole evaluation procedure used by the Board for the evaluation of bargaining unit members. The term “evaluation procedure” as used in Ohio Revised Code Section 3319.11 & 3319.111 effective 7/1/89 means the procedure set forth in this Article.

ARTICLE VII
COMPLAINT PROCEDURE

- A. Open discussion of problems or concerns is the first line of dealing with complaints at all levels. Citizen, student, or parent complaints will be filtered through the Administration, if necessary, with attempts of resolution at the lowest possible level. Attempts to settle complaints against certificated staff should be made informally through personal, private conferences among parent, teacher, pupil, citizen, principal,

and/or affected staff. If the Administration determines in his/her discretion that the complaint is frivolous or that no adverse action will be taken against the certificated staff, then the teacher need not attend a meeting with the complainant. However, the teacher shall be notified in writing within five (5) work days that a complaint was lodged against the teacher and that the complaint was resolved without adverse action against the teacher. For the purpose of this Article, a complainant is defined as a single individual or a single individual and spouse.

B. Complaint Against A Certificated Staff Member (Administrative Procedure)

The Administration may commence an investigation as to the authenticity of any information related to a complaint. No complaint will be placed in the main personnel file of a certificated member unless:

1. A conference was held including the complainant, the certificated staff member, and the principal or immediate supervisor of the certificated staff member.
2. The findings and resolution, if any, of the aforementioned conference have been reduced to writing by the principal or the immediate supervisor and initialed by the certificated staff member. Such initialing shall not be construed as agreeing with the document, but only that the certificated staff member received a copy of the document. Refusal to initial findings and resolution will be noted and the materials filed per paragraph B.(3)
3. In the event a record of the conference held between the complainant, staff member and immediate supervisor is filed in the staff member's personnel file, the certificated staff member shall be notified in writing and be given an opportunity to write a rebuttal to such record for placement in the personnel file. Such rebuttal must be filed within ten (10) school days from the date notice is given to the staff member.

C. Student, citizen, or parental complaints will be filtered through the Administration with attempts of resolution at the lowest possible level. No student, citizen, or parental complaint regarding a teacher will be considered by the Board unless the procedure outlined above has been followed. Should the complaint not be resolved at the conclusion of the administrative complaint procedure and the complainant desires Board consideration of the complaint, then the following procedure shall be implemented:

1. Complainant shall notify the Superintendent in writing of his/her request for Board consideration of the complaint at the next regular Board meeting;
2. Notice of the Board consideration of the complaint will be given to the teacher involved by means of registered mail at least five (5) school days prior to the Board

meeting. Notice will be mailed to the last registered address of the teacher filed with the Board.

3. The complaint shall be heard by the Board in executive session. The teacher will be allowed to remain in the executive session called for purposes of Board consideration of the complaint and will be allowed to have one (1) representative accompany him/her to the meeting.
4. Resolution by Board action will become a part of the teacher's file, and the teacher shall receive a copy of the action. The teacher may attach an opinion or statement to the filed complaint within ten (10) school days of Board action.

ARTICLE VIII
TEACHERS' PERSONNEL FILES

- A. There will be established and maintained one (1) official file on all professional teaching staff members. The file shall be maintained in the office of the Superintendent.
- B. Personnel files are privileged to the extent allowed by law—open to inspection by the individual, his/her authorized representative or the Administration and Board. The individual shall have the right to inspect his/her personnel file at any time so long as such request is during the normal working hours of the administration office. A bargaining unit member shall be immediately notified by the administration of a request by any individual not listed above who desires access to the bargaining unit member's file. Such notice shall include the name, address, and phone number of the person requesting access and the reason for such request. Said notification shall be in writing and sent to the bargaining unit member prior to the access being granted. Access to the file shall not be allowed until three (3) working days after the request has been made.
- C. Teachers shall be notified of the placement of any materials in the file that relate to job performance, and shall be notified whenever any information is disclosed, except to persons in B. above, within three (3) working days.
- D. If and when a teacher and the Superintendent or his designee agree that there is adequate evidence that certain material in the teacher's official file is irrelevant, inappropriate, or false, or if the validity of a complaint is sustained by the grievance procedure, such material shall be removed from the file or corrected. In any case, if a teacher feels that the file contains information that is inaccurate, irrelevant, out-dated or incomplete, such teacher shall have the right to attach a written statement to the disputed information.

- E. Personnel files may include but not be restricted to some or all of the following:
1. Employment application
 2. Copy of latest contract
 3. Ohio Teaching Certificate
 4. Official College Transcript
 5. Incidents of work
 6. T.B. test or x-ray results
 7. Record of military service
 8. Evaluation forms
- F. Any disciplinary material or reprimand shall be removed from all files on the second anniversary of the date the material was placed in the file upon written request of the bargaining unit member, unless the bargaining unit member is subject to other written disciplinary action or reprimand during the intervening period.

ARTICLE IX
LEAVES OF ABSENCE

A. Sick Leave

1. Teachers will be granted sick leave according to Section 3319.141 of the Ohio Revised Code and the provisions of this Article. Teachers shall earn sick leave credit at a rate of 1 1/4 days per month under contract. Teachers shall continue to accrue sick leave while under contract with the Board to the following maximum:
 - a. Effective July 1, 2009 - 250 days
2. A teacher newly-employed by the District will be credited for unused sick leave accumulated in other public school employment. This shall be in keeping with Ohio Revised Code Section 3319.141 and necessary verification by the proper public agency.
3. A teacher newly-employed shall be credited five (5) days sick leave; however, maximum annual accumulation is 15 days. Teachers employed by the Board, upon approval of the Superintendent, may use sick leave for the following reasons limited to the total accumulation of unused sick leave: (1) personal illness, injury; (2) pregnancy; (3) exposure to contagious disease; (4) illness, injury or death in the immediate family; (5) doctor or dental appointment (specialists).
4. Immediate family is defined as: spouse, children, father, mother, brother, sister, grandparents, grandchildren, respective in-laws, members of the immediate household, or persons who have assumed a similar legal relationship to the teacher. In the case of doctor or dental appointments or specialists, prior

notification must be made to the building principal. A teacher may be granted additional days beyond the number of accumulated and used sick leave days upon recommendations of the Superintendent in keeping with provisions stated in Section 3319.08 of the Ohio Revised Code.

5. An employee may use up to two (2) accrued sick leave days (which may be used in ½ day increments) to attend the funeral of a person not within the employee's immediate family, as that term is defined in paragraph 4 above.

B. Personal Leave (This leave is to be used if the absence does not first qualify under Sick Leave).

1. Each full-time teacher shall be granted four (4) personal days per school year, non-cumulative. Personal Leave days are unrestricted as to purpose. Personal leave may be used in 1/4 day increments.

If a building has less than five (5) teachers, no more than one (1) may be absent on any given day under personal leave. No more than ten percent (10%) shall be on a personal leave from a building complex per day. (A building complex is a building or buildings under the control of a principal or head teacher).

2. Written application for personal leave shall be signed by the applicant and submitted to the principal at least one (1) day prior to the day for which the leave is requested, unless circumstances, approved by the Superintendent, make it impossible to comply.

C. Incentive Pay

Bargaining unit members who are employed for an entire school year will be entitled to a payment of six hundred dollars (\$600) if the bargaining unit member uses no sick leave and no personal leave during the immediately preceding school year. In lieu of the payment herein described, a bargaining unit member who uses no sick leave and no personal leave in the school year will receive ten (10) sick leave days which will be added to the sick leave accumulated during the school year. The bargaining unit member must make a choice of the cash payment or sick leave days paid; no combination of the two is permitted. Such payment will occur not later than the final pay in August, and sooner, if possible.

For every day of sick leave and/or personal leave used by a bargaining unit member during the school year, the payment described above shall be reduced by sixty dollars (\$60), or in lieu of the payment, one (1) day of sick leave up to ten (10) days will be reduced. Sick leave and personal leave shall be reduced by each day used as shall the ten (10) bonus days be reduced by one (1) day for each day used for sick leave or personal leave.

The bargaining unit member must make his or her choice of a cash payment or additional sick leave accumulation in writing by the last work day of each school year. If no such written choice is properly submitted, a cash payment will be the default choice.

A bargaining unit member who is employed less than a full year, and/or who is a less than full time bargaining unit member shall receive this benefit on a pro-rata basis.

The additional sick leave accumulation, if elected by the bargaining unit member, shall still be subject to the maximum accumulation of sick leave set forth in Article IX, Section A, Paragraph 1.a.

D. Maternity/Paternity Leave

A maternity leave of absence without pay shall be granted to a teacher for the purpose of childbearing and/or child rearing as follows:

1. A teacher who is pregnant shall be entitled upon request to a leave of absence not to exceed one (1) year. The beginning and ending dates of the total time of absence from work will be determined by the employee and she must notify the Board of these dates as far in advance as possible. She will include with such notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of the child, whichever is applicable. A teacher who is pregnant may continue in active employment as late into her pregnancy as she desires provided she is able to properly perform her required functions. All or any portion of a leave taken by a teacher because of her pregnancy or a medical disability connected with or resulting from her pregnancy may, at the teacher's option, be charged to her available accumulated sick leave. During the first twelve (12) weeks of unpaid leave, following the use of sick leave indicated above, the teacher's current insurance coverage shall remain in effect with the Board of Education paying the percentage of the premium as indicated in Article XII. Following these twelve (12) weeks of unpaid leave, the employee shall be responsible for paying the entire insurance premium if she wishes to continue coverage. The above twelve (12) weeks of unpaid leave shall only apply to those eligible under the requirements of the Family and Medical Leave Act.

Those who apply for maternity leave may use sick leave for pregnancy and/or medical disability (6 weeks after birth).

2. A male teacher will be entitled upon request to a leave of absence without pay between the time of the birth of his child and one (1) year thereafter. During the first twelve (12) weeks of this unpaid leave, the teacher's current insurance coverage shall remain in effect with the Board paying the percentage of premium as indicated in Article XII. Following these twelve (12) weeks, the employee shall

be responsible for paying the entire insurance premium if the employee wishes to continue coverage. The above twelve (12) weeks of unpaid leave shall only apply to those eligible under the requirements of the Family and Medical Leave Act.

3. A teacher adopting an infant child (i.e., three (3) years or less) will be entitled upon request to a leave without pay to commence at any time during the first year after receiving de facto custody of said infant child, or prior to receiving such custody if necessary in order to fulfill the requirements for adoption. The leave of absence is not to exceed a total of one (1) year. Documentation from the court in regard to the adoption must be provided prior to the leave. During the first twelve (12) weeks of this unpaid leave, the teacher's current insurance coverage shall remain in effect with the Board paying the percentage of premium as indicated in Article XII. Following these twelve (12) weeks, the employee shall be responsible for paying the entire insurance premium if the employee wishes to continue coverage. The above twelve (12) weeks of unpaid leave shall only apply to those eligible under the requirements of the Family and Medical Leave Act.
4. Request for a leave under this Article shall include the anticipated initial beginning and ending date.
5. Early termination of such leave may be granted at the discretion of the Superintendent.

E. Court Leave

Any instructional staff member shall be granted, upon written request, a court leave for the purpose of jury duty and/or service as a subpoenaed witness. Any teacher who is a defendant in a suit or party to a suit arising from a job-related incident shall be granted leave according to this Article. For the purpose of this Article, school-related matters shall not be conflicts between employer and employee or the Association. Any instructional staff member called for jury duty or a court appearance shall notify his/her building principal or his/her immediate supervisor as soon as possible.

The staff member shall turn over to the Treasurer the jury duty check, or the witness fee check from the Court. In return therefore, he/she will receive his/her regular pay for the time spent on such leave.

F. Military Leave

Military Leave will be granted to teachers pursuant to Ohio Revised Code. Benefits will be granted as maximum allowable by law.

G. Association Leave

A bargaining unit member who is an official of the Association will be released with pay to attend Association professional meetings. Such days shall not be deducted from a bargaining unit member's sick or personal leave. Such leave shall be limited to three (3) days per year for all officials. Application for the leave shall be submitted to the Superintendent and with the approval of the Association's President at least five (5) school days in advance of the day for which released time is requested. The Superintendent may waive this requirement in an emergency. Any expenses incurred other than the cost of the substitute shall be the responsibility of the unit member.

H. Leave of Absence

1. A bargaining unit member may, with the Board's approval, be granted an unpaid leave of absence. A written request stating the reasons and duration of the leave must be submitted to the Superintendent no later than sixty (60) days prior to the beginning of the desired leave. The maximum length of an unpaid leave shall be two (2) years. If a unit member requests an early termination of his/her leave, the Board shall have the option of approval or disapproval. Individuals on a leave of absence must inform the Superintendent of their intent to return to work or resign thirty (30) days prior to the leave expiring. Any individuals who do not comply may forfeit their opportunity to return to work.
2. A sabbatical leave of absence, with part pay, may be granted by the Board for the purpose of educational improvement or continued training in the field of education, either through a state supervised program or through an accredited university. This leave is subject to the restriction that the teacher is required to present to the Superintendent for approval a plan for professional growth prior to the granting of permission, and at the conclusion of the leave, must provide evidence that the plan was followed.

A teacher who has completed five (5) consecutive years of service in the District shall be eligible to request such leave. The two (2) school years immediately following the expiration of the approved sabbatical must be under employment of the Board. Sabbatical leaves shall normally be granted in semester increments up to a maximum of two (2) semesters (ORC 3319.131).

3. a. Upon return from an unpaid leave, the unit member shall resume the contract status which he/she held prior to such leave.
- b. If the unit member desires to continue his/her insurance benefits during the leave of absence, he/she must pay the full premium amount through a check to the Treasurer of the Board, if the carrier permits such payment

and such payment is due to the Treasurer fifteen (15) days prior to the due date of the carrier.

- c. Leaves of absence shall normally be granted in semester increments. If leave is the result of pregnancy, the leave may begin during a semester already in progress.

1. Assault Leave

1. Teachers shall report immediately to their principal or acting principal all cases of assault suffered by them in connection with their employment.
2. Whenever a teacher is absent from school as a result of physical injury caused by an assault arising out of and/or in the course of his/her employment, he/she shall be paid his/her full salary for the period of such absence for up to thirty (30) working days after such assault without having such absence charged to the annual sick leave or accumulated sick leave.
3. 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.
4. 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/her duties; and in proceedings for the period of temporary disability, the opinion of the said physician as to the said period shall control.
5. If a teacher is assaulted in the course of his/her obligated duties, whether written or unwritten, the administrator and Board will do all that is legally possible to see that the perpetrator of the assault is punished in accordance with Board policy.

ARTICLE X
INDIVIDUAL CONTRACTS

A. Individual Contracts - Regular

All teachers employed by the Board shall receive written contracts in keeping with Ohio Revised Code. The regular individual contracts shall include:

1. Name of teacher
2. Name of School District and Board of Education
3. Type of contract, limited/continuing; duration, if limited

4. Annual regular salary to be paid and the basis used to determine the amount. Said information shall apply only for the initial year on a multi-year or continuing contract. Thereafter, this information will be included on the annual salary notification during the term of the contract.
5. Place for the signature of the Board President, Board Treasurer and teacher.

In addition to the regular contract, teachers shall receive the following:

1. Upon initial employment, the teacher shall be notified no later than August 1 of his/her assignment including: Building(s) where services are to be performed and subject/grade levels to be taught. A teacher under current contract with the Board shall be notified in writing no later than June 15 if there is a change in his/her assignment as stated above. Should there be any changes in teaching assignments thereafter, the teacher shall be given the opportunity to meet with the principal or Superintendent.
2. Written renewal of limited or issuance of continuing contracts to teachers shall be done annually by the end of the teacher's last work day of the school year.

B. Individual Contracts - Supplemental

All teachers employed by the Board and paid to perform supplemental duties shall be given written supplemental contracts in addition to their regular contracts. The supplemental contracts shall include the following:

1. Name of teacher
2. Name of School District and Board of Education
3. Duration of contract and time period in which supplemental duty is to be performed
4. Title of supplemental pay
5. Amount of pay and basis of pay
6. Place for signature of the Board President, Board Treasurer, and teacher.

Community education supplemental contracts shall follow the same guidelines as set forth in this Article. For teaching community education classes, bargaining unit members shall be paid at the rate of \$20.00 per instructional hour. All properly certificated bargaining unit members with more than two (2) years experience in the District will be given preference to teach community education classes in their appropriate grade level and/or subject area. These community education supplemental contracts will be paid with regularly scheduled payrolls no later than twenty (20) days following completion of the community education course and after the Treasurer has received approval for payment from the building principal.

Supplemental contract positions will not be assumed by administrative personnel until members of the bargaining unit have first been considered for the supplemental contract position.

Persons being denied will have an opportunity to discuss the reasons for denial with the Superintendent.

Normally, within one (1) week subsequent to Board action to fill the supplemental position, or at least one (1) week prior to the beginning date of the supplemental, the Superintendent will provide the unit member with a letter of intent (if the contract has not already been provided to the unit member) indicating the time period and rate of pay for the position. This letter of intent shall not be construed as the contract for the position.

C. Sequence of Limited Contract Issuance

This statement on sequence of limited contracts is made to inform the teaching staff of the normal contract progression expectancy in this district. The normal sequence of limited contracts (non-supplemental) is expected to be 1 year, 1 year, 2 years, 3 years, and 5 years. After the first five (5) year contract, subsequent contracts to be offered will be five (5) year contracts.

Any teacher on or eligible to receive a multi-year contract who upon re-employment is offered a contract of less duration, shall be given notice in writing setting forth reasons for not receiving the normal expected sequence of contracts.

Continuing contracts will be issued in accordance with Sections 3319.08 and 3319.11 of the Ohio Revised Code. Any bargaining unit member who is in the last year of a limited contract and believes he/she will be eligible for a continuing contract if re-employed for the following school year must submit the District's "Request for Continuing Contract" form to the Superintendent prior to November 15 in order to be considered for a continuing contract at the Board's next April meeting. Satisfactory evidence that all necessary coursework has been completed (e.g., a copy of grades, transcripts, or letter from an appropriate official at the relevant educational institution) must be received by the Superintendent not later than March 1; in any case, an official transcript must be received by the Superintendent not later than April 1.

A bargaining unit member not in the last year of a limited contract but who believes he/she will meet all service and education requirements for a continuing contract by the end of the present school year may, by submission of the District's "Request for Continuing Contract" form to the Superintendent prior to November 15, request that the Board interrupt the teacher's limited contract. In such case, the teacher's limited contract shall be considered as having an expiration date at the end of that school year, and the teacher will be considered for a continuing contract at the Board's April

meeting. Satisfactory evidence that all necessary course work has been completed (e.g., a copy of grades, transcripts, or letter from an appropriate official at the relevant educational institution) must be received by the Superintendent not later than March 1; in any case, an official transcript must be received by the Superintendent not later than April 1.

ARTICLE XI
FAIR DISMISSAL

A. Termination of Contract

Termination of a teacher's contract shall be according to Section 3319.16 and related provisions of the Ohio Revised Code.

B. During a teacher's first three (3) years in the district, non-renewal shall follow applicable state law.

C. Effective with the non-renewal of any teacher's contract at the end of a teacher's fourth year in the District or thereafter, a teacher shall not be non-renewed except for just cause.

D. Discipline Procedure

1. A formal reprimand or disciplinary measure (those which will be a separate matter or record in the unit member's personnel file) by an administrator of a unit member regarding the professional performance or conduct of said unit member shall, upon request of the unit member, be in the presence of an Association representative.
2. Where such reprimand or discipline is the subject of a recommendation to the Board for dismissal, prior written notice of such potential dismissal will be made to the unit member prior to such recommendation.
3. It is understood that certain matters for which discipline is deemed necessary may require immediate action by the administrator (e.g., physical attacks upon students, destruction of property, under the influence of alcohol). Such action is not precluded by this Article.
4. A teacher so notified shall have the opportunity to appear before the Board to respond to the situation prior to official Board action. Previous evaluations shall be considered in the Board's final determination of a non-renewal based upon disciplinary action. The contents of an evaluation shall not be considered disciplinary in nature.

5. This policy shall not be construed to limit any professional or legal rights of the Board or teacher involved in obtaining due process.
6. The provisions of this article are applicable only to regular teaching limited contracts.

ARTICLE XII
INSURANCE

Enrollment during the month of December each year or within ten (10) days of employment is required to qualify for the insurance (Life, Hospital/Surgical, Major Medical, Dental).

A. Group Life Insurance

The Board shall purchase from a carrier licensed by the State of Ohio \$20,000 worth of Accidental Death and Double Indemnity group term life insurance for each certificated employee. The full cost of this program and any increases thereof, shall be paid by the Board.

As long as the term life insurance carrier permits and the minimum number participate, the Board will allow, through payroll deduction, each full time certificated employee to purchase an additional \$20,000 in term life insurance from the carrier at the current group rate per month. The rate will be reviewed and set by the Board annually as long as the carrier permits and the participants are above the minimum number required.

B. Hospital/Surgical

The total cost for providing Basic Hospital/Surgical/Major Medical Insurance shall be paid by the Board of Education except as listed below:

<u>Effective Date</u>	<u>Family</u>	<u>Single</u>
07/01/09-06/30/10	Employee pays \$130.23	Employee pays \$54.25

The Board shall pay 90% of any increase in single or family premium over the rates in effect 7/1/09.

The Board shall purchase from a carrier licensed by the State of Ohio, basic hospital/surgical insurance/major medical coverage for each full-time certified employee and his or her eligible dependents using the specifications below, in the plan document, and in the schedule of benefits. The plan document and schedule of benefits are attached as addenda to the master agreement.

Pre-notification/Post-Notification/Case Management

The network Pre-Notification/Post-Notification/Case Management Program shall be as identified in the insurance specification.

Eligible Dependents Definition

Dependents who are to be eligible are:

- 1) Your wife or husband
- 2) Your unmarried children 19 years of age, and those over 19 years of age but under 23 years of age who are principally dependent upon you for maintenance and support, and are not regularly employed by one or more employers on a full-time basis of 30 or more hours per week exclusive of scheduled vacation periods, residing in the United States of America.

Coinsurance Card for Prescriptions

Effective 1/1/2003, all covered employees will receive a 90/10 coinsurance card for prescriptions. The employee's deductible will not apply and coinsurance does not apply to out of pocket limit. However, the covered employee may submit the 10% coinsurance payment against major medical coverage per the Plan Document.

As a result of current Plan fiscal health, the following changes will be instituted January 1, 2000:

Chiropractic: Payable at 90%/10%, subject to deductible and UCR; maximum of \$1,000 per person per year.

Diagnostic lab and x-ray; Reinstated to Basic Expenses section of schedule of benefits payable at 100% subject to UCR.

Wellness Provision: Benefits are payable at 100% of the Reasonable and Customary Charges, not subject to the deductible, for the following wellness services: one (1) routine physical examination per calendar year (including any routine laboratory and/or x-ray services incurred in connection with the routine examination); one (1) routine pap test per calendar year; one (1) routine mammogram per calendar year; and one (1) routine Prostate Specific Antigen (PSA) test per calendar year. Physician's office visit charges incurred in connection with the routine pap test, mammogram, or PSA test when not performed in connection with the routine physical examination will also be covered. This benefit is provided per covered person up to \$650 per calendar year. (For employees enrolled in the Network Option [Option 2], this benefit is subject to co-insurance and deductible when provided by non-network providers, consistent with other coverages per the Schedule of Benefits.)

Employee Assistance Plan Provision:

The District will enroll its employees in The Human Factor International, Inc. EAP. The plan will be reviewed and evaluated at the end of the stated time period.

Health Insurance Choice

Beginning on September 1, 1997, bargaining unit members shall have a choice as to basic health insurance coverage as indicated in Option 1 and Option 2 below. Each employee desiring to be covered by insurance must make an election between Option 1 and Option 2 by December 31 of each year. The specifications in the plan document and schedule of benefits (attached) shall remain the same for each option. The major medical provisions shall be as indicated in each specific option below:

Option 1: Current Health Insurance Program with voluntary steering to Network

Type: Current

Major Medical

Lifetime Maximum	\$1,000,000
Cash Deductible	\$100/\$200
Co-Insurance	90%/10% first \$2,000 (per person); 100% thereafter

(Option 1 does not include vision insurance)

Option 2: The Network Option (PPO with mandatory steering to Network)

Type: Current in Network, Comprehensive Major Medical out of Network

Lifetime Maximum	\$1,000,000
Cash Deductible	\$100/\$200 in Network \$250/\$500 out of Network
Co-Insurance	90%/10% in Network (\$2,000 per person) 60%/40% out of Network (\$2,000 per person)

Option 2 includes

Vision Insurance: 100% Board paid premium for single plan or family plan
(VSP Plan - OME-RI:SA Class 0002)

This program provides for an examination and lens allowance every twelve (12) months and a frame allowance every twenty-four (24) months.

<u>Examination</u> for glasses	<u>VSP Doctor</u> Covered-in-full no copayment	<u>Non-Member Doctor</u> \$35.00
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for contact lenses	Covered-in-full (excluding eval. and fitting charges) no copayment	\$35.00
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Lenses (including sunglass tints)

Single vision lenses	Covered-in-full	\$25.00
Bifocal lenses	“	\$40.00
Trifocal lenses	“	\$55.00
Lenticular Lenses	“	\$80.00
<u>Frames</u>	Covered-in-full*	\$35.00

*Within plan limitations. If you select a frame that costs more than your plan allowance, there will be an additional charge you will pay out-of-pocket. When you visit the VSP member doctor, ask him/her which frames are covered in full.

Contact Lenses (in place of spectacle lenses and frames)

Medically necessary	Covered-in-full	\$210.00
Elective	\$105.00	\$105.00

Lens Options

The plan is designed to cover your visual needs rather than elective materials. There will be extra costs involved if you select materials or services which are elective in nature such as:

Blended or Progressive lenses	Special Edging
Special Lens Materials	Oversized Lenses
Tints	Coatings

Plan Discount

Patients may now obtain additional pairs of prescription glasses at a 20% discount off usual and customary charges. In addition, the plan now offers a 15% discount on contact lens professional services. These discounts are available for 12 months following the patient's last covered eye examination from the VSP member doctor who provided the examination.

C. 125 Plan

The Board will institute a premium only IRS 125 plan for all bargaining unit members. This plan will tax shelter employee's contribution towards the premium.

D. Dental Insurance

The Board shall purchase through a carrier licensed by the State of Ohio dental protection for each employee, using the specifications below:

Specifications

Maximum Benefits per covered person-	\$1,000 per calendar yr (effective 1/1/08)
Deductible - Individual	\$25.00 per year
Deductible - Family	\$75.00 per year

Co-Insurance Amounts:

Diagnostic and Preventative Services	100%
Basic Restorative Services	80%
Major Restorative Services	50%
Orthodontia Service	50%
	Lifetime Maximum of \$750/person

The full cost of this program and any increase thereof, shall be paid by the Board.

E. Liability Insurance

The Board shall purchase, at no cost to bargaining unit members, liability insurance through an approved carrier licensed by the State of Ohio.

F. Insurance Committee

The Board and the Association mutually agree that an insurance committee is created consisting of the following: two (2) Board members, the Superintendent, and the Treasurer; one (1) elementary teacher from each building, one (1) jr. high teacher, one (1) high school teacher (all selected by the Association President), the Teachers' Association President, three (3) Classified Employees Association representatives, the Classified Employees Association President, and the OEA Labor Relations Consultant. The committee shall meet a minimum of four (4) times each year of this Agreement to explore alternatives to the current insurance program. The committee shall meet on release time unless otherwise agreed. The committee shall select a chair at its first meeting.

The committee shall issue a report and its recommendations no later than May 1 of each year. The report shall be given to each Association member and each Board member.

ARTICLE XIII
TUITION REIMBURSEMENT

- A. A sum of \$12,000 per school year will be made available for tuition reimbursement granted under this Article. Said reimbursement shall be as follows:

30%	August 20-December 31
30%	January 1 - May 31
40%	June 1 - August 19

- B. Upon completion of graduate work in the teacher's area of certification with a grade of "B" or better, or a grade of "P" in a pass/fail course, or a grade of "CR" in a credit/no credit course, obtained at an accredited college or university, the Board will reimburse the cost of each semester or quarter hour taken to a maximum of \$150 per semester hour and \$100 per quarter hour for no more than 12 semester hours or 18 quarter hours in one school year (August 20 - August 19). Payment to any one teacher shall not exceed \$1,800 per year.
- C. Teachers become eligible for this benefit after one (1) school year's experience in the District.
- D. Teachers must notify the Treasurer using the proper form prior to commencement of the course. Should the total amount requested exceed the percentage above, reimbursement shall be granted in order of application. Applications will not be accepted more than 30 days before each time period listed above, and must be submitted on the proper application form.
- E. Upon completion of course work, the Board's Treasurer will reimburse as indicated in Section B. above when a transcript showing satisfactory completion of the hours and an appropriate reimbursement form with attached tuition receipts are received by the Treasurer.

Teachers will be paid within forty (40) days a single sum following the presentation of satisfactory evidence of completion of course work in accordance with the provisions of this Article.
- F. Where graduate work to be taken is outside the teacher's field of certification, prior written approval of the courses from the Superintendent is required for reimbursement.
- G. Undergraduate course work and C.E.U.s may be eligible for reimbursement under this provision. To be eligible, the undergraduate work and C.E.U.s must be required to maintain or upgrade a current certificate or meet a curricular need as determined by the Board/Superintendent. Written prior approval of these undergraduate courses from the Superintendent is required for reimbursement.
- H. Teachers must return as employees of the District for one (1) school year of service following completion of the course.

- I. Teachers must not be reimbursed by another agency.
- J. Any attempted course work shall not infringe upon teaching responsibilities.

ARTICLE XIV
PROFESSIONAL MEETINGS

- A. A maximum of \$9,500 per school year will be provided for professional meetings in accordance with this provision.
- B. Academic personnel will be granted approval, up to a maximum of six (6) days per school year (unless otherwise administratively required above this number) to attend professional meetings which pertain to their teaching area and responsibilities as certificated personnel. To insure equity, each bargaining unit member will be entitled to a maximum of \$500 reimbursement/total cost per school year for professional meetings attended.

Administratively required meetings will be reimbursed in accord with this Article except that the limitations of this Article for individual reimbursement shall not apply.

- C. Educational workshops sponsored by the OEA, which are aimed at improving, adding to the knowledge or skills of teachers as relate to their teaching duties or the curricular goals of the District, shall be eligible for reimbursement.
- D. Commercially sponsored workshops, ESC course of study meetings during the school year, and product demonstrations will not be considered unless appropriate to materials being used or the in process of selection. ESC course of study meetings during the school year shall not be subject to meal allowance, but shall be subject to mileage reimbursement.
- E. To provide benefit to others from information gained, verbal reports may be made available to the building staff or to the Board where such information may be of value.
- F. Permission to attend meetings or workshops described in this article as per section B, C, D, and E require the following:
 - 1. Application for professional leave must have approval of the building principal and the Superintendent prior to the date of the meeting. Application for leave under this provision shall be submitted at least five (5) days prior to the date of the leave. Leave is not considered approved until the staff member receives an approved copy of the application.

2. No more than one staff member per building should be granted professional leave on any given day unless the nature of the meeting or workshop requires the presence of more than one staff member, and if substitutes can be obtained.

G. Reimbursement for mileage, meals and lodging at professional meetings will be at the following rates:

Mileage: IRS rate as per Article XV (maximum 300 miles)
If a certified staff member travels by airplane, he/she shall be reimbursed for air fare at the IRS rate up to the maximum mileage of 300 miles.

Meals: Daily maximum of \$35 (receipts required)

Lodging: Maximum \$75.00 per night. Hotel receipt must accompany application for reimbursement. Hotel parking shall be paid up to a maximum of fifteen dollars (\$15.00) per day.

Registration: (Actual cost)

Other expenses claimed will not be reimbursed. Reimbursement for expenses will only occur with advance written approval via the District's purchase order process and submission of itemized receipts.

ARTICLE XV SALARY PROVISIONS

- A. Initial placement on the Teacher's Salary Schedule shall be determined in accordance with the applicable provisions of Ohio law and Board policy.
- B. Teacher's salaries shall be paid in twenty-six (26) equal installments. Any employee who so desires may elect to have checks mailed. During summer months, checks will be mailed at the employee's request. The cost of mailing will be borne by the Board.

A teacher may elect to be paid by electronic deposit in accordance with the terms below:

1. Written notice, including all relevant account information, must be received by the Board Treasurer at least two (2) full pay periods in advance of the pay period when direct deposit will become effective.
2. A teacher who opts for direct deposit must remain in direct deposit for not less than twelve (12) calendar months. If the teacher subsequently opts out of direct deposit, the Board Treasurer must receive written notice of

that decision at least two (2) full pay periods in advance of the pay period when direct deposit will cease.

- C. Teachers who are required to drive their personal vehicle during the teaching day to another building and/or as directed by appropriate administrator not in a homeward bound direction shall be reimbursed at the rate per mile as determined annually by the Internal Revenue Service for the previous tax year, to be effective September 1 of that next school year.
- D. Teachers performing extra duty assignments and holding supplemental contracts for those extra duty assignments shall be paid in accordance with the supplemental salary schedule as per current schedule in Article XVI.
- E.
 1. The BA Step 0 shall be \$28,740 effective 2009-2010, and \$28,769 effective 2010-2011 on the attached index.
 2. At no time shall the BA Step 0, using the appropriate attached index, be below the BA Step 0 of the state minimum salary schedule.

SALARY SCHEDULE INDEX

Step	Non-Degree	BA	150 Hours	Masters
0	.8649	1.0000	1.0460	1.1100
1	.9045	1.0425	1.0920	1.1525
2	.9441	1.0850	1.1380	1.2050
3	.9837	1.1275	1.1840	1.2575
4	1.0233	1.1700	1.2300	1.3100
5	1.0629	1.2125	1.2760	1.3625
6	1.1025	1.2550	1.3220	1.4150
7	1.1421	1.2975	1.3680	1.4675
8	1.1817	1.3400	1.4140	1.5200
9	1.2213	1.3825	1.4600	1.5725
10	1.2609	1.4250	1.5060	1.6250
11	1.3005	1.4675	1.5520	1.6775
12	1.3401	1.5100	1.5980	1.7300
13	1.3797	1.5525	1.6440	1.7825
14	1.4193	1.5950	1.6900	1.8350
15	1.4589	1.6375	1.7360	1.8875
20	1.4985	1.6800	1.7820	1.9400
25	1.5381	1.7225	1.8280	1.9925

**Certified Salary Schedule
2009/2010 School Year**

Step	Non-Degree		Bachelors		150 Hours		Masters	
	Index	Salary	Index	Salary	Index	Salary	Index	Salary
Increment	0.0396		0.0425		0.0460		0.0525	
0	0.8649	24,857	1.0000	28,740	1.0460	30,062	1.1100	31,901
1	0.9045	25,995	1.0425	29,961	1.0920	31,384	1.1525	33,123
2	0.9441	27,133	1.0850	31,183	1.1380	32,706	1.2050	34,632
3	0.9837	28,272	1.1275	32,404	1.1840	34,028	1.2575	36,141
4	1.0233	29,410	1.1700	33,626	1.2300	35,350	1.3100	37,649
5	1.0629	30,548	1.2125	34,847	1.2760	36,672	1.3625	39,158
6	1.1025	31,686	1.2550	36,069	1.3220	37,994	1.4150	40,667
7	1.1421	32,824	1.2975	37,290	1.3680	39,316	1.4675	42,176
8	1.1817	33,962	1.3400	38,512	1.4140	40,638	1.5200	43,685
9	1.2213	35,100	1.3825	39,733	1.4600	41,960	1.5725	45,194
10	1.2609	36,238	1.4250	40,955	1.5060	43,282	1.6250	46,703
11	1.3005	37,376	1.4675	42,176	1.5520	44,604	1.6775	48,211
12	1.3401	38,514	1.5100	43,397	1.5980	45,927	1.7300	49,720
13	1.3797	39,653	1.5525	44,619	1.6440	47,249	1.7825	51,229
14	1.4193	40,791	1.5950	45,840	1.6900	48,571	1.8350	52,738
15	1.4589	41,929	1.6375	47,062	1.7360	49,893	1.8875	54,247
20	1.4985	43,067	1.6800	48,283	1.7820	51,215	1.9400	55,756
25	1.5381	44,205	1.7225	49,505	1.8280	52,537	1.9925	57,264

* schedule based on pro-rated amounts per \$42 base increase effective 3/30/2010

**Certified Salary Schedule
2010/2011 School Year**

Step	Non-Degree		Bachelors		150 Hours		Masters	
	Index	Salary	Index	Salary	Index	Salary	Index	Salary
Increment	0.0396		0.0425		0.0460		0.0525	
0	0.8649	24,882	1.0000	28,769	1.0460	30,092	1.1100	31,934
1	0.9045	26,022	1.0425	29,992	1.0920	31,416	1.1525	33,156
2	0.9441	27,161	1.0850	31,214	1.1380	32,739	1.2050	34,667
3	0.9837	28,300	1.1275	32,437	1.1840	34,062	1.2575	36,177
4	1.0233	29,439	1.1700	33,660	1.2300	35,386	1.3100	37,687
5	1.0629	30,579	1.2125	34,882	1.2760	36,709	1.3625	39,198
6	1.1025	31,718	1.2550	36,105	1.3220	38,033	1.4150	40,708
7	1.1421	32,857	1.2975	37,328	1.3680	39,356	1.4675	42,219
8	1.1817	33,996	1.3400	38,550	1.4140	40,679	1.5200	43,729
9	1.2213	35,136	1.3825	39,773	1.4600	42,003	1.5725	45,239
10	1.2609	36,275	1.4250	40,996	1.5060	43,326	1.6250	46,750
11	1.3005	37,414	1.4675	42,219	1.5520	44,649	1.6775	48,260
12	1.3401	38,553	1.5100	43,441	1.5980	45,973	1.7300	49,770
13	1.3797	39,693	1.5525	44,664	1.6440	47,296	1.7825	51,281
14	1.4193	40,832	1.5950	45,887	1.6900	48,620	1.8350	52,791
15	1.4589	41,971	1.6375	47,109	1.7360	49,943	1.8875	54,301
20	1.4985	43,110	1.6800	48,332	1.7820	51,266	1.9400	55,812
25	1.5381	44,250	1.7225	49,555	1.8280	52,590	1.9925	57,322

ARTICLE XVI
SUPPLEMENTAL SALARIES

- A. Teachers accepting additional responsibilities to their regular duties shall be compensated according to the schedule agreed to through negotiations between the Board and the Association and shall be provided a written supplemental contract in keeping with the Ohio Revised Code, this Agreement, and Board Policy.
1. All supplemental contracts for extra duties shall include specific job descriptions.
 2. All supplementals will be in compliance with Title IX and the Equal Pay Act of 1964 as amended in 1972.
 3. Except as otherwise specified in paragraph 4 below, all supplemental pay will be paid four (4) times a year after completion of the athletic or academic season (November, March, June and September). The pay shall be in a separate check within twenty (20) days after the Treasurer receives approval for payment from the athletic department or building principal.
 4. Any person employed to teach summer school shall have the option to choose the method of payment for all hours earned for teaching summer school; with the choice of methods either a) payment by invoice, biweekly, during the summer school session(s) . as other extra time paid [with payroll, two week lag]; or b) payment at the scheduled stipend payment date in September, with all summer school earnings added into this total and paid at one time. Such choice shall be made before summer school teaching begins, and shall be for the entire summer, and shall be irreversible for said summer. Such choice is only offered to summer school earnings, and does not apply to any other stipends or other extra time earnings.
 5. The supplemental salary schedule shall be effective July 1, 2009, and shall effect all contracts for activities or athletic seasons that begin following that date during the term of this Agreement.
 6. Any improvements, additions or deletions to the supplemental salary schedule shall be negotiated between the parties.
 7. Head coaches may be granted multi-year supplemental contracts up to three (3) years.

8. Head coaches for fall sports will be notified by January if they are not to be rehired for the ensuing year; head coaches for winter sports will be notified by April if they are not to be rehired for the ensuing year; head coaches for spring sports will be notified by July if they are not to be rehired for the ensuing year.
9. The supplemental salaries shall be increased by the same percentage as the B.A.- 0 is increased, effective 7/1/07 and 7/1/08.
10. An administrator, administrative designee, or security person will attend extra-curricular activities.
11. All Advisors supplemental experience (i.e. yearbook, student council and the like) shall be included for placement on the supplemental salary schedule if the employee assumes another non-sports supplemental contract.
12. All sports supplemental experience (i.e. baseball, football and the like) shall be included for placement on the supplemental salary schedule if the employee assumes another sports supplemental contract.
13. All lead mentor, mentor, and coach experience shall be included for placement on the supplemental salary schedule if the employee assumes another lead mentor, mentor, or coach contract.

EAST GUERNSEY LOCAL SCHOOL DISTRICT
 SUPPLEMENTAL SALARY SCHEDULE
 2009/2011

POSITION	STEP 0	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Athletic Director	5,325	5,706	6,086	6,467	6,847	7,228
Football						
Head	3,560	3,739	3,917	4,094	4,271	4,450
Asst	2,616	2,706	2,792	2,882	2,968	3,058
Jr Hi/Fresh	2,026	2,116	2,204	2,292	2,380	2,467
Basketball						
Head	3,560	3,739	3,917	4,094	4,271	4,450
Asst	2,616	2,706	2,792	2,882	2,968	3,058
Jr Hi/Fresh	2,026	2,116	2,204	2,292	2,380	2,467
Baseball/Softball/Golf/Track						
Head	2,642	2,733	2,819	2,911	2,999	3,089
Asst	2,026	2,116	2,204	2,292	2,380	2,467
Volleyball						
Head	3,101	3,235	3,368	3,502	3,635	3,770
Asst	2,344	2,435	2,524	2,612	2,701	2,791
Jr Hi/Fresh	1,780	1,868	1,958	2,047	2,136	2,226
Cheerleaders						
- HS	2,026	2,116	2,204	2,292	2,380	2,467
- MS	1,301	1,392	1,479	1,567	1,654	1,740
Junior Class	2,026	2,116	2,204	2,292	2,380	2,467
Senior Class	618	705	793	881	969	1,058
MS Student Council	618	705	793	881	969	1,058
HS Student Council	629	720	810	898	988	1,078
Honor Society	618	705	793	881	969	1,058
SADD	618	705	793	881	969	1,058
Spanish Club	618	705	793	881	969	1,058
DC Trip Coord - 2	1,099	1,192	1,282	1,376	1,465	1,558
Drama	1,421	1,511	1,603	1,694	1,784	1,878
Yearbook	1,099	1,192	1,282	1,376	1,465	1,558
Art Club	618	705	793	881	969	1,058
Technical Advisor	1,421	1,511	1,603	1,694	1,784	1,878
Flag Corp Coordinator	1,099	1,192	1,282	1,376	1,465	1,558
Marching Band Assista	1,099	1,192	1,282	1,376	1,465	1,558
Lead Mentor	1,790	1,880	1,969	2,070	2,172	2,267
Mentor	895	937	985	1,030	1,086	1,134
Coach	596	620	645	680	716	752
Partner	299	per year (no steps)				
Summer School Instructor		24	per hour (no steps)			
LPDC chair		1,790	per year (no steps)			
LPDC member		1,432	per year (no steps)			
Attendance Officer	3,580 per year (no steps)					
Department Heads:	(no steps)					
Math (6-12)	596 per year			First Grade	596 per year	
Science (6-12)	596 per year			Second Grade	596 per year	
Lang Arts (6-12)	596 per year			Third Grade	596 per year	
Soc Studies (6-12)	596 per year			Fourth Grade	596 per year	
Kindergarten	596 per year			Fifth Grade	596 per year	

ARTICLE XVII
RETIREMENT SEVERANCE PAY

- A. Retirement severance will be paid to each employee retiring from the District at a per diem rate of the annual salary at the time of retirement and after ten (10) years of service in the district.
- B. Eligible days for retirement severance pay shall be as follows:
1. The Board shall pay one-fourth (1/4) of accumulated unused sick leave.
 2. Documented catastrophic illness or injury will not reduce severance pay for a bargaining unit member if the catastrophic illness or injury occurs in the three years immediately prior to the bargaining unit member's retirement. Severance pay shall be calculated from the date of the event to a maximum of 62.5 days as defined in this article.
- C. To qualify for retirement severance pay an employee shall:
1. Retire from the school system by submitting a written statement of the retirement notice to the Board.
 2. Provide the Treasurer of the Board evidence from the retirement system that substantiates employee's eligibility for disability or service retirement as of the last day of employment.
 3. After the Board accepts the resignation, the employee must provide to the Treasurer of the Board a statement that paragraphs #1 and #2 above have been completed and severance payment is requested within 60 calendar days to allow for payment within 75 calendar days after the employee's retirement date. Failure to request payment within this time period waives the employee's right to severance pay. In this statement the employee may, within the limits imposed by applicable tax regulations, elect to direct up to 95% of his/her severance pay to the employee's existing annuity plan, in which case such amount will be contributed by the Treasurer to such annuity.
 4. A teacher may retire only once.
 5. The above-referenced severance pay shall be payable to the family or estate of any teacher who dies while said teacher was still in the employ of the Board.

ARTICLE XVIII
STRS PICK-UP UTILIZING SALARY REDUCTION METHOD

The Board here with agrees with the Association to pick up utilizing the salary reduction method contributions to the State Teachers' Retirement System paid upon behalf of the employees in the bargaining unit, at no cost to the Board, under the following terms and conditions:

1. The amount to be "picked-up" on behalf of each employee shall be the percentage rate of employee contribution established by STRS, of the employee's gross annual compensation. The employee's annual compensation shall be reduced by an amount equal to the amount "picked-up" by the Board for the purpose of State and Federal tax only.
2. Shall be uniformly applied to all members of the bargaining unit.
3. The pick-up shall apply to all compensation including supplemental earnings.
4. Payment for all paid leaves, sick leave, personal leave, severance and supplementals including unemployment and workers' compensation shall be based on the employee's daily gross pay prior to reduction as basis (e.g., gross pay divided by the number of days in a teacher's contract).

Each teacher will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pick-up" in combination with other tax deferred compensation plans.

If the foregoing "pick-up" provisions are nullified by subsequent Internal Revenue Service rulings, Ohio Attorney General opinions or other governing regulations, the Board will be held harmless and this article of the Agreement shall be declared null and void.

ARTICLE XIX
REDUCTION IN FORCE

A. DEFINITION OF REDUCTION IN FORCE

A reduction in force (RIF) shall have occurred when the Board suspends the contract of a bargaining unit member.

B. REDUCTIONS

The Board may implement a reduction of staff for any reason(s) authorized by Section 3319.17 of the Ohio Revised Code and for financial reasons that adversely affect the budget or appropriations in a two-year period.

C. NOTIFICATION OF ANTICIPATED REDUCTION

1. If the Board determines a reduction may occur, the Employer shall notify the Association in writing, no later than May 1 prior to the beginning of the school year that the RIF is to be implemented. The notification shall include the reason(s) for the RIF, the position(s) to be reduced or eliminated, the name(s) of the employees to be affected, the date of Employer action to implement the RIF and the effective date of the RIF.
2. The Employer shall develop and provide the Association with a RIF list of potentially affected employees which shall be based on the seniority list as per the seniority selection.
3. Within ten (10) days of receipt of the notification, representatives of the employer and the Association shall meet to review the proposed RIF. If the Association disagrees with the reason(s) for or implementation of the proposed RIF, the Association may demand the matter be submitted to expedited arbitration in accordance with the Expedited Rules of the American Arbitration Association. The demand must be made within fifteen (15) days of the meeting provided above.

D. SENIORITY

1. Seniority is defined as the length of continuous service (irrespective of whether such service is full-time or part-time) in the District including approved leaves of absence. It is understood that, if an employee is employed as of the last day of a school year and is also employed as of the first day of the immediately succeeding school year, there is no break in seniority regardless of any intervening circumstance.
2. All members of the bargaining unit will be placed on a seniority list for each teaching field for which continuing contracts will be placed at the top of the list, in descending order of seniority. Teachers serving under limited contracts will be placed on the list under continuing contract teachers, also in descending order of seniority.
3. Within each teaching field affected, the Superintendent must suspend the contract of the least senior teacher according to the seniority list specified in Paragraph 2 above.
4. Teaching fields affected by a reduction in force must be determined with reference to fields of certification/licensure, as designated on the certificates of the teachers involved.

E. IMPLEMENTATION

1. In determining the position(s) to be reduced, eliminated, or not filled, the following sequence shall be used:
 - a. Position(s) vacated as a result of voluntary resignation, retirement, or death will not be filled.
 - b. Non-tenured teachers holding temporary certification /licensure will be the first ones suspended, based upon seniority.
 - c. Fully certificated/licensed limited contract teachers shall be the next ones suspended, based upon seniority.
 - d. Continuing contract teachers shall be the last persons suspended, based upon seniority.

2. Certification/licensure as used in Paragraph 1 above shall be defined as provisional, professional, or permanent grade certificates issued pursuant to Sections 3319.22 to 3319.31, inclusive, Ohio Revised Code, or in accordance with standards, rules, regulations authorized by law, in the following types:

K-PrimaryK, 1, 2, 3
K-Elementary.....K, 1, 2, 3, 4, 5, 6, 7, 8
Elementary.....1-8 inclusive
High School.....Subject names, grades 7-12 inclusive

3. During the implementation of RIF, no reassignment, transfer, or reclassification shall occur that will cause a more senior employee to be laid off before a less senior employee.

4. An employee whose position is being eliminated shall be notified no later than May 30 prior to the school year in which the reduction in force is to be implemented. The notice shall state the reason for RIF, the effective date of contract suspension, and the date of the employer's action to implement the RIF.

5. A teacher who is notified that his/her position is being eliminated and/or that he/she will be displaced will have the right to displace any less senior teacher whose work he/she is certificated/licensed to perform. The Board will provide the affected teacher with a current dated seniority list. Written notice to exercise this right, including the identification of the person being displaced, must be made to the Superintendent within five (5) work days after a teacher is notified that he/she will be affected by the RIF procedure. All displacements must occur by August 1.

6. Layoff shall be by suspension of contract. No suspension will occur until after implementation of displacement rights under Paragraph 5 above.

F. PROCEDURE FOR RECALL

1. All teachers whose contracts were suspended as a result of a layoff shall be placed on a recall list stating their seniority in each teaching field for which they are or become certified to teach.
2. Teachers on the recall list shall be offered re-employment to full-time positions for which they are certified, as they become available, in the reverse order of layoff, last laid off, first re-employed. It is understood that a vacant position to which an employee on the recall list is entitled will not be posted under Article IV, Section O of this Agreement unless such employee does not take the position under Paragraph 5 below.
3. A teacher who is recalled to a position shall resume the contract status he/she held prior to the layoff and shall be credited with sick leave accumulation and years of service for salary schedule placement he/she had prior to being laid off.
4. If a teacher leaves with "X" years seniority, he/she shall return with "X" years seniority.
5. When an opening(s) occurs, the Board shall send a certified letter to all teachers certified / licensed for the position to their last known address to advise them of such positions. It is the teacher's responsibility to keep the Board informed of his/her whereabouts. The teachers shall, within fifteen (15) days from the postmark date of the letter, indicate availability and desire for such position. The Board shall reinstate that teacher indicating availability and desire for such position who has the greatest seniority. If the teacher fails to notify the Board within the specified period of time, or if the teacher rejects the offered full-time position, said teacher shall be considered to have rejected the position and to have forfeited his/her right to recall on the reduction in force list. The position will then be made available to the next eligible teacher on the reduction in force list.
6. No teachers new to the District shall be employed until all properly certified teachers on the reduction in force list have been offered a contract for the position in accordance with the provisions of this procedure.
7. Transfers of teachers employed but not affected by the reduction in force program shall be limited to positions not affected by said programs. If a position(s) initially abolished is reinstated or if a new position(s) is established, the position(s) will be staffed first from the teacher 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 certificated/licensed teachers on the reduction in force list.

8. Teachers remaining laid off will be given preferential consideration as substitute teachers and part-time teachers. However, employment as a substitute or part-time teacher shall not disqualify that teacher from placement on the reduction in force list for full-time employment.
9. The recall list shall be maintained for a period of four (4) years. Thereafter, an employee on layoff shall lose his/her right to recall.

ARTICLE XX
DRUG-FREE WORKPLACE

- A. The Board shall adopt a policy which is in compliance with the Drug Free Schools & Communities Act. All bargaining unit members shall receive a copy of the Board-adopted resolution regarding a drug-free workplace.
- B. All bargaining unit members shall refrain from the unlawful use, manufacture, distribution, or possession of drugs or alcohol while on duty, on Board premises or at any workplace. The employer shall provide a Drug-Free Workplace inservice for all bargaining unit members during the regular inservice day(s) program.
- C. For the purpose of these provisions, the following definitions shall apply:
 1. "Drug abuse offenses" shall be defined as the unlawful possession, use or distribution of illicit drugs and alcohol.
 2. "Work Place" is defined as any area under the control of the Board or at any Board-sponsored activity regardless of location.
 3. "On duty" is defined as required attendance at the work place in accordance with the provisions of the master agreement regarding hours of work and the workday.
- D.
 1. Any bargaining unit member who violates these provisions through his/her unlawful use of alcohol or an illegal drug shall be given, upon his/her first offense, the option of participating in a Board-approved rehabilitation program or accepting discipline in accordance with the provisions of the Master Agreement and applicable state law.
 - a. After the employee's first offense, the employee will be disciplined pursuant to the terms of the Master Agreement and state law.

2. Any bargaining unit member convicted of unlawful sale, distribution, and/or manufacture of illicit drugs shall be disciplined in accordance with the provisions of this Agreement and applicable state law.
- E. Any bargaining unit member working under a federal grant who is convicted of an offense occurring in the workplace under a criminal drug statute must report his/her conviction to the administration no later than five (5) working days after the conviction. Failure to do so may result in discipline pursuant to the terms of this agreement and the provisions of the Ohio Revised Code.

ARTICLE XXI
MENTORING PROGRAM

The Board and Association establish a Mentoring Program based on the following provisions:

- A. A Lead Mentor will be identified to coordinate the District Mentoring/Peer Coaching program. Lead Mentor responsibilities will be identified per job description.
- B. Mentors will be responsible for aiding entry-year educators in the completion of an entry-year program which consists of preparation for State performance assessment and induction into the field. Mentor responsibilities will be identified per job description.
- C. Peer Coaches will be responsible for assisting educators who do not meet entry-year requirements but who are new to the District, or employees who change assignments and request assistance from a peer, or employees who desire to practice a new skill with the assistance of a peer. Coaching responsibilities will be identified per job description.
- D. Partners are educators new to the District, or employees who change assignments and request assistance from a peer, or employees who desire to practice a new skill with the assistance of a peer. They will be responsible for working with a Peer Coach but will not prepare for State performance assessments. Partner participation for educators new to the District may be determined by the Lead Mentor and the Building Administrator. Partner participation for current employees is at the choice of the eligible Partner. Partners responsibilities will be identified per job description.
- E. The Lead Mentor, Mentors, and Coaches will not be responsible for the success or failure of any new employee on State assessments or local evaluations. The Board assumes any liability as a result of any legal action by an unsuccessful new employee who is terminated, non-renewed, or fails to pass State assessments.
- F. Lead Mentors, Mentors, Peer Coaches, and Partners will be compensated per the supplemental salary schedule appearing in Article XVI of this Agreement, with the supplemental payroll of June each year.

- G. Job descriptions will be established by the Superintendent (or designee) and the Association President (or designee) for Lead Mentor, Mentor, Peer Coach, and Partners.

ARTICLE XXII
CALENDAR COMMITTEE

- A. An advisory calendar committee composed of three (3) members (one each from the elementary, middle, and high school) appointed by the Association and three (3) members appointed by the Superintendent will be established for the purpose of assessing the relevant variables and recommending a school calendar for the following school year.
- B. The committee's consensus recommendation will be submitted to the Superintendent by December 1 preceding the school year to which the recommendation applies.
- C. In setting the school calendar for a particular school year, the Board will consider the recommendation of the committee. It is mutually recognized that the final right to approve a school calendar rests with the Board.

ARTICLE XXIII
CONDITIONS OF CONTRACT

This Agreement will be effective from July 1, 2009, and shall remain in effect until June 30, 2011, at which time it shall expire.

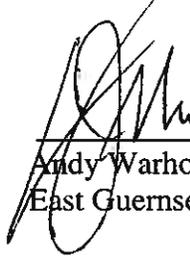
These policies will not be modified in whole or in part by the parties except by an instrument, in writing, duly acceptable by both parties and no departure from any provision of this statement of policies by either party, or by their officers, agents or representatives, or by members of the negotiating unit, shall be construed to constitute a continuing waiver of the right to enforce such provisions.

This Agreement supersedes and prevails over all statutes of the state of Ohio (except as specifically set forth in Section 4117.10(A), of the Ohio Revised Code), and all policies, rules, and regulations of the Employer. However, should any court of competent jurisdiction determine, after all appeals or times for appeal have been exhausted, that any provision herein is unlawful, such provision shall be automatically terminated and subject to impact bargaining as below, but all other provisions of the agreement shall remain in full force and effect. Should the indemnification language of the fair share provisions be deemed unlawful as above, the entire fair share provision shall be subject to impact bargaining as below.

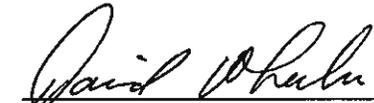
Fifty (50) copies of this Agreement shall be provided to the administration and Board. The cost of all copies shall be mutually agreed upon and equally shared between the Association and the Board.

All days are school days unless otherwise noted in this Agreement.

If during the life of this Agreement the Board makes a decision for which the Board is obligated to bargain pursuant to Chapter 4117 of the Ohio Revised Code, the Association may demand bargaining. If in-term bargaining does not result in agreement between the parties within thirty (30) days of the first bargaining session, advisory arbitration under the auspices and procedures of the American Arbitration Association shall be utilized to resolve the dispute. Should either party reject the advisory arbitrator's recommendations, the Association shall have the right to proceed under Section 4117.14 (D)(2) and Section 4117.18 (C) of the Ohio Revised Code.



Andy Warhola, President
East Guernsey Local Board of Education



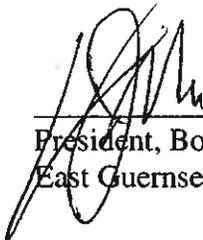
David Wheeler, President
East Guernsey Local Teachers' Association

EXTENDED CONTRACT CERTIFICATE

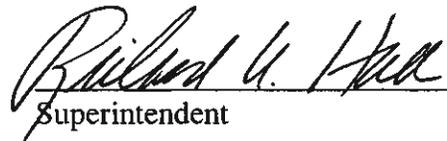
(Section 5705.412, O.R.C.)

It is hereby certified with respect to the contract, agreement, obligation, payment, wage or salary schedule, or order for the expenditure of funds attached hereto that the EAST GUERNSEY LOCAL BOARD OF EDUCATION has in effect for the remainder of the current fiscal year and the succeeding fiscal year the authorization to levy taxes, including the renewal of existing levies, which, when combined with the estimated revenue from all other sources available to the district at the time of certification, are sufficient to provide the operating revenues necessary to enable the district to operate an adequate educational program on all the days set forth in its adopted school calendar for the current fiscal year and for a number of days in the succeeding fiscal year equal to the number of days instruction was held or is scheduled for the current fiscal year.

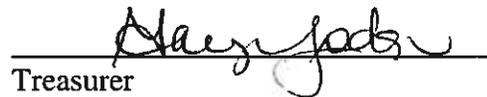
3.16.10
Date



President, Board of Education
East Guernsey Local School District



Superintendent



Treasurer

ARTICLE XXIII
CONDITIONS OF CONTRACT

This Agreement will be effective from July 1, 2011, and shall remain in effect until June 30, 2013, at which time it shall expire.

These policies will not be modified in whole or in part by the parties except by an instrument, in writing, duly acceptable by both parties and no departure from any provision of this statement of policies by either party, or by their officers, agents or representatives, or by members of the negotiating unit, shall be construed to constitute a continuing waiver of the right to enforce such provisions.

This Agreement supersedes and prevails over all statutes of the state of Ohio (except as specifically set forth in Section 4117.10(A), of the Ohio Revised Code), and all policies, rules, and regulations of the Employer. However, should any court of competent jurisdiction determine, after all appeals or times for appeal have been exhausted, that any provision herein is unlawful, such provision shall be automatically terminated and subject to impact bargaining as below, but all other provisions of the agreement shall remain in full force and effect. Should the indemnification language of the fair share provisions be deemed unlawful as above, the entire fair share provision shall be subject to impact bargaining as below.

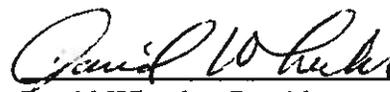
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Tim McKim, President
East Guernsey Local Board of Education



David Wheeler, President
East Guernsey Local Teachers' Association

EXTENDED CONTRACT CERTIFICATE

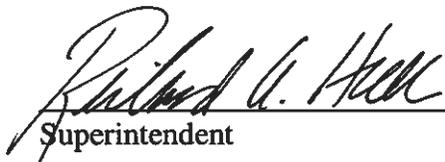
(Section 5705.412, O.R.C.)

It is hereby certified with respect to the contract, agreement, obligation, payment, wage or salary schedule, or order for the expenditure of funds attached hereto that the EAST GUERNSEY LOCAL BOARD OF EDUCATION has in effect for the remainder of the current fiscal year and the succeeding fiscal year the authorization to levy taxes, including the renewal of existing levies, which, when combined with the estimated revenue from all other sources available to the district at the time of certification, are sufficient to provide the operating revenues necessary to enable the district to operate an adequate educational program on all the days set forth in its adopted school calendar for the current fiscal year and for a number of days in the succeeding fiscal year equal to the number of days instruction was held or is scheduled for the current fiscal year.

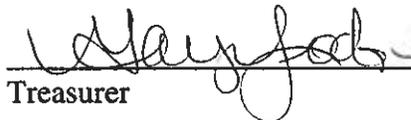
3.29.11
Date



President, Board of Education
East Guernsey Local School District



Superintendent



Treasurer