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**AGREEMENT**

**between**

**THE EDON-NORTHWEST LOCAL BOARD OF EDUCATION**

**and**

**THE EDON-NORTHWEST TEACHERS' ASSOCIATION**

**Effective from July 1, 2011 to June 30, 2014**

## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
<b>I. PROFESSIONAL NEGOTIATIONS AGREEMENTS</b>	
A. Recognition .....	1
B. Mid-Term Bargaining .....	1
C. Scope of Bargaining .....	2
D. Procedures	
1. Requests for Negotiations .....	3
2. Representatives .....	3
3. Information .....	3
4. Recesses .....	3
5. Item Agreement .....	3
6. Schedule of Meetings .....	4
E. Agreement .....	4
F. Disagreement .....	4
G. General .....	4
1. Executive Session .....	4
2. Final Form .....	4
<b>II. FAIR SHARE FEE</b>	
A. Payroll Deduction of Fair Share Fee .....	5
B. Notification of the Amount of Fair Share Fee .....	5
C. Schedule of Fair Share Fee .....	5
D. Transmittal of Deductions .....	5
E. Procedure for Rebate .....	6
F. Entitlement to Rebate .....	6
G. Maintenance of Membership .....	7
<b>III. COMPENSATION AND REIMBURSEMENTS</b>	
A. Salary Schedule	
1. Regular Salary Schedule .....	8
2. Supplemental Salary Schedule .....	8
3. Supplemental Duties Defined .....	8
4. Compensation for Supplemental Positions .....	9
5. Salary Notices .....	9
B. Salary Schedule Placement	
1. Degree and Hours .....	9
2. Experience .....	9
C. Pay Periods .....	11
D. Mileage Reimbursement .....	11
E. Tuition Reimbursement .....	11
F. Payroll Deductions .....	12
G. Severance Pay .....	12
H. Super Severance .....	13
I. S.T.R.S. Pick-Up Utilizing Salary Reduction Method .....	14
J. Employment Practices .....	15

<u>ARTICLE</u>	<u>PAGE</u>
<b>IV. ENTRY YEAR PLAN .....</b>	<b>16</b>
<b>V. LEAVES OF ABSENCE</b>	
A. Sick Leave.....	17
B. Professional Leave.....	18
C. Personal Leave .....	18
D. Parental Leave .....	19
E. Medical Leave .....	20
F. Legal Obligations .....	20
G. General Provisions.....	20
<b>VI. FRINGE BENEFITS</b>	
A. Hospital/Surgical/Major Medical.....	21
B. Group Life.....	21
C. Dental Insurance .....	21
D. Vision Insurance .....	21
E. General Provisions.....	22
F. 125 Savings Plan .....	22
<b>VII. GRIEVANCE PROCEDURE</b>	
A. Introduction and Purpose.....	23
B. Definition .....	23
C. Purposes .....	23
D. Informal Procedure.....	23
E. Formal Procedures	
STEP 1.....	24
STEP II.....	24
STEP III.....	24
F. General Provisions.....	24
Grievance Report	
STEP I.....	26
STEP II.....	27
STEP III.....	27
<b>VIII. FAIR TREATMENT &amp; DISMISSAL .....</b>	<b>28</b>
<b>IX. DISCIPLINE .....</b>	<b>29</b>
<b>X. MULTI-YEAR CONTRACTS .....</b>	<b>30</b>
<b>XI. EVALUATION</b>	
A. Classroom Evaluation .....	31
Formal Classroom Evaluation Report .....	33
Informal Observation Report.....	34
Plan for Improvement.....	35
Teacher Final Evaluation Report.....	36

**ARTICLE**

**PAGE**

**XII. WORKING CONDITIONS**

A. Required Meetings or Hearings ..... 37  
B. Class Size ..... 37  
C. Teacher Facilities ..... 37  
D. Instructional Materials and Supplies..... 37  
E. School Calendar/Work Year..... 37  
F. Teaching Hours and Load ..... 38  
    1. Duty-Free Lunch ..... 38  
    2. Planning And Conference Time..... 38  
G. Personnel File ..... 38  
H. Vacancies and Transfers ..... 39  
I. Three Hour Delay..... 39  
J. Teacher Workroom ..... 39

**XIII. REDUCTION IN FORCE**

A. Staff Reductions ..... 40  
B. Attrition ..... 40  
C. Reduction Other Than By Attrition ..... 40  
D. Seniority and Certification ..... 40  
E. Recall ..... 41

**XIV. MISCELLANEOUS PROVISIONS**

A. Non-Discrimination ..... 42  
B. Local Professional Development Committee ..... 42  
C. Labor Management Committee ..... 43  
D. Seniority List ..... 43

**XV. ASSAULT LEAVE ..... 44**

**XVI. EFFECT AND DURATION**

A. Separability..... 45  
B. Modification of Agreement ..... 45  
C. Duration of Agreement..... 46

**SALARY SCHEDULE ..... 47**

**SUPPLEMENTAL SALARY SCHEDULE ..... 48**

**ARTICLE I  
PROFESSIONAL NEGOTIATIONS AGREEMENTS**

**A. RECOGNITION**

The Edon Northwest Local Board of Education, hereinafter "Employer" or "Board" recognizes the Edon Northwest Teachers' Association OEA/NEA Local, hereafter the "Association" as the sole and exclusive bargaining representative, for the purposes of and as defined in Chapter 4117 Ohio Revised Code, for all professional, non-supervisory, personnel (as certified by the State Employment Relations Board) both full and part-time under contract or on leave, including certified small group instructors/tutors who are employed in a position for which a certificate is required. Long-term substitute teachers [those teachers having served in the same position sixty (60) consecutive days or longer] shall have the economic rights herein contained extended to them. The Association recognizes that the Superintendent, Principals, hourly rate tutors, (home bound, after school or any other tutoring position for which a teaching certificate is not required) and other administrative personnel as defined in Chapter 4117, Ohio Revised Code, are excluded from the bargaining unit. The Employer recognizes that Association representation will include any newly created position for which a teaching certificate is required unless employment into the position is governed by Section 3319.02 of the Ohio Revised Code.

**B. MID-TERM BARGAINING**

The Board reserves all the customary rights, privileges, or authority of management as set forth in Ohio Revised Code Section 4117.08(C), except as modified by the expressed written terms of this labor agreement, including but without limitation to the following:

1. To determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization or technology, and organizational structure, and to utilize personnel in a manner designed to effectively meet these purposes;
2. To direct, supervise, evaluate, or hire employees;
3. To promulgate and enforce employment rules and regulations not in conflict with this agreement and to otherwise exercise the prerogatives of management;
4. To manage and determine the location, type, and number of physical facilities, equipment, programs, and the work to be performed;
5. To determine the size, composition, and duties of the work force, and the number of shifts required; to establish work schedules; to establish hours of work; to establish, modify, consolidate, or abolish jobs (or classifications); and to determine staffing patterns, including but not limited to, the assignment of employees, duties to be performed, qualifications required, and areas worked;

6. To maintain and improve the efficiency and effectiveness of governmental operations;
7. To determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
8. To suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
9. To determine the adequacy of the work force;
10. To determine the overall mission of the employer as a unit of government;
11. To effectively manage the work force;
12. To take actions to carry out the mission of the public employer as a governmental unit;
13. To determine and implement necessary actions in emergency situations;
14. To require involuntary reassignments within the same classification, as necessary, giving consideration to the employee's desires.

The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection herewith shall be limited only by the specific and express terms of this contract and Ohio statutes. The parties hereby agree that the Board shall not be permitted to exercise any management rights which alter or modify an existing provision of this Agreement. The parties also hereby agree and understand that the Board shall have the right to unilaterally implement any management rights not specifically addressed in the collective bargaining agreement provided that the Board engages in good faith negotiations with the union prior to implementation.

The grievance procedure set forth at Article V of this agreement shall be the sole and exclusive procedure for resolving disagreements and/or conflicts arising under this article with regard to the Board's exercise of any management rights provided for by this article or any issue concerning mid-term bargaining procedures.

### **C. SCOPE OF BARGAINING**

Negotiable matters shall be all matters with respect to wages, hours, terms and conditions of employment and the continuation, modification or deletion of any existing provision of a collective bargaining agreement.

## D. PROCEDURES

### 1. Requests for Negotiations

If either of the parties desires to negotiate changes in subjects of negotiations, it shall notify the other party in writing not earlier than 110 days nor later than 90 days prior to the expiration of the contract. Notification in writing from the Association shall be served on the Superintendent and from the Board shall be addressed to the President of the Association. A copy of said notification, along with a copy of the existing collective bargaining agreement, shall be sent to the State Employment Relations Board.

Within fifteen (15) days after receipt of such notice, an initial meeting will be held for the purpose of exchanging negotiations packages and establishing a date for the next session.

### 2. Representatives

Representatives of the Board shall meet with designated representatives of the Association to negotiate in good faith. Representation shall be limited up to three (3) representatives each of the Board and the Association. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. While no final agreement shall be executed without ratification by both parties, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

### 3. Information

The Board and Superintendent agree to furnish the Association's negotiation committee, upon request and in reasonable time both prior to and during negotiations, all available information concerning financial resources of the district and such other information as will assist the Association in developing intelligent, accurate, and constructive proposals on behalf of the teachers. The Association agrees to furnish financial data to support proposals and counter proposals.

### 4. Recesses

The chairman of either group may recess his group for independent caucus at any time. Caucus shall be of reasonable length.

### 5. Item Agreement

As items receive tentative agreement they shall be reduced to writing and initialed by each party.

## 6. Schedule of Meetings

Until all negotiation meetings are completed, each meeting shall include a mutually agreed time and place for the next subsequent meeting.

## E. AGREEMENT

When negotiations result in an agreement, the outcome shall be reduced to writing and submitted to the Association and Board for formal approval. Following ratification the agreement shall then be signed by the parties and shall be reflected in the official minutes of the Board. The resulting Agreement shall be binding on both parties.

## F. DISAGREEMENT

1. If agreement is not reached within forty-five (45) days prior to the expiration date of the contract then a state of impasse shall be declared to exist.
2. The two parties shall request the assistance of the Federal Mediation and Conciliation Service.
3. The mediator shall meet with both parties and attempt to mediate a settlement up to the expiration date of the contract.
4. The Association may exercise its right to strike upon expiration of the contract by serving the Board and the State Employment Relations Board with notice of its intent to do so ten (10) days prior to such action.

## G. GENERAL

### 1. Executive Session

Any and all negotiation sessions shall be conducted in executive session unless both parties mutually agree to do otherwise.

### 2. Final Form

As soon as practicable, but not later than forty-five (45) days after ratification, the Agreement shall be printed with a Table of Contents including all appendices, in booklet form and distributed to all certified personnel. The Association shall be provided twenty-five (25) additional copies for their use and the Board shall receive fifteen (15) additional copies. The cost of printing shall be borne by the Board and Association in alternate terms with the Association being responsible for the first printing.

**ARTICLE II  
FAIR SHARE FEE**

**A. PAYROLL DEDUCTION OF FAIR SHARE FEE**

The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Edon-Northwest Teachers' Association, a fair share fee for the Association's representation of such non-members during the term of this contract.

**B. NOTIFICATION OF THE AMOUNT OF FAIR SHARE FEE**

Notice of the amount of the annual fair share fee shall be transmitted by the Association to the Treasurer of the Board on or about September 15 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.

**C. SCHEDULE OF FAIR SHARE FEE**

**1. All Fair Share Fee Payers**

Payroll deduction of such fair share fees shall begin with the first payroll period on or after January 15 of each year in ten (10) equal installments. In the case of bargaining unit members newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of:

- a) sixty days of employment in a bargaining unit position; or
- b) January 15.

The Association will provide to the Board Treasurer a list of fair share fee payers with the amount to be deducted at least one week prior to January 15.

**2. Termination of Membership During Membership Year**

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

**D. TRANSMITTAL OF DEDUCTIONS**

The Board further agrees to accompany each such 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.

## **E. PROCEDURE FOR REBATE**

The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(c) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the Bargaining Unit who does not join the Association. Such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

## **F. ENTITLEMENT TO REBATE**

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

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

1. The Board shall notify the Association in writing and within fifteen (15) days of any claim made or action filed against the Board by a non-member for which indemnification may be claimed.
2. The Association shall reserve the right to designate counsel to represent and defend the Board.
3. The Board agrees to:
  - a) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding;
  - b) permit the Association or its affiliates to intervene as a party if it so desires; and/or,
  - c) to not oppose the Association or its affiliates' application to file briefs amicus curia in the action.
4. 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) such fair share fee provision herein.

The above Fair Share Fee provision shall be an exclusive right of the Association not granted to any other employee organization seeking to represent certificated staff members in the bargaining unit represented by the Association.

## **G. MAINTENANCE OF MEMBERSHIP**

All unit members who become members of the Association shall maintain their membership in the Association that year and each year thereafter, provided, however, that any such unit member may resign from membership in the Association during an open window period of June 1 through June 15 in any given year with said resignation to be effective for the succeeding membership year. The unit member must notify the Treasurer of the Board and the Treasurer of the Association by certified letter of his/her intent to discontinue membership during the open window period, otherwise the unit member automatically becomes a member for the succeeding year.

**ARTICLE III  
COMPENSATION AND REIMBURSEMENTS**

**A. SALARY SCHEDULE**

**1. Regular Salary Schedule**

The salary and index of each full-time bargaining unit member covered by this Agreement is calculated according to Appendix "A" which is attached hereto and made a part hereof. Each part-time bargaining unit member shall receive a prorated salary calculated according to Appendix "A" and the number of hours worked.

The base on the salary schedule will remain at \$32,868 throughout the life of this agreement (see Exhibit A). In the event funds become available during the duration of this negotiated contract to issue wages to the administrative staff, the certificated staff covered under the negotiated agreement shall also receive the same increase in wages. Mr. Kerry Samples, treasurer, is exempt from this provision due to previous agreement with the Board concerning salary levels.

A teacher who has earned the status of National Board Certification shall be given a stipend of \$500 each year in addition to the negotiated salary schedule.

**2. Supplemental Salary Schedule**

Bargaining unit members contracted for supplemental positions shall be paid according to the indices in Appendix "B". Said index shall be multiplied by the base salary in Appendix "A".

The dates for supplemental payments will be determined by the district treasurer and the association president in August of each year. The first payment date will be a pay period agreed upon that falls in the middle of each athletic season and the second payment will be made at the end of the sports' season when all paperwork and inventory has been approved by the athletic director.

**3. Supplemental Duties Defined**

Supplemental duties shall be defined as those duties which are performed during time in excess of the work day, work week, work year or in addition to the employee's regular duties. Employees performing supplemental duties shall be issued written, individual contracts that include:

- a. Duration of supplemental contract
- b. Title of supplemental position
- c. Amount of supplemental compensation
- d. Supplemental job description

**4. Compensation for Supplemental Positions**

Compensation for supplemental duties shall be set forth in this contract according to the supplemental salary schedule. Such compensation shall be determined without regard for age, sex, race, creed, religion, national origin, handicapped or marital status. Compensation shall be made no later than the next pay period upon completion of the supplemental duty.

**5. Salary Notices**

Salary notices shall normally be given by July 1 each year. However, during a year in which bargaining is ongoing and not completed, salary notices will be provided within fifteen (15) days of the execution of the contract by the parties.

**B. SALARY SCHEDULE PLACEMENT**

**1. Degree and Hours**

- a. Bargaining unit members shall be placed on the salary schedule according to the highest degree which they have attained plus the number of semester hours (graduate or undergraduate). The hours must be applicable towards a bachelors degree or higher, or related to the field of education.
- b. All credit for additional training must be presented to the Superintendent for consideration as soon as possible after it is attained but no later than October 15 of the year in which additional training compensation is requested. Credit for additional training will be granted at the beginning of each school year.

**2. Experience**

- a. When teachers are hired by the Board for the first time, they will receive credit on the salary schedule for prior years of teaching experience in Ohio chartered private or public schools, a public or private institution, or special education program which held an Ohio charter or subsequently became chartered as provided in 3317.13 O.R.C.
- b. Any part-time teacher teaching the full year shall, at the end of each year, receive credit for one year of service on the salary schedule.
- c. Retired Teachers Return To Service

If the Board of Education elects to employ individuals who have retired and are receiving benefits through the State Teachers Retirement System, the conditions set forth in this article and only the conditions set forth in this article shall apply to the employment of these individuals:

- 1) Returning retirees shall be placed at step 10 on the salary schedule in the appropriate educational experience column. All other individuals employed pursuant to this provision shall be granted at least five (5) years of teaching credit. Once the teacher reaches step 10 on the salary schedule, said teacher shall be maintained at step 10 with no further advancement on the salary schedule.
- 2) Teachers employed pursuant to this provision shall receive one year limited contracts and shall not be eligible to receive continuing contracts regardless of their years of service or license held.
- 3) Each one year contract shall automatically expire upon the completion of the year and it is not necessary for the Board to conduct evaluations in accordance with 3319.111 nor to take formal action to not reemploy the employee pursuant to 3319.11 in order to terminate the employment relationship. The employment relationship shall end upon the expiration of the contract in the same manner as a supplemental contract.
- 4) Returning retirees are not entitled and/or not eligible to receive any severance benefits provided by any collective bargaining agreement in effect between the Board and the Association.
- 5) In the event of a reduction in force, the reemployed teacher will not have any bumping rights under 5.12.
- 6) Such employment will not jeopardize the continuation of existing academic programs nor result in the reduction in force of faculty employed at the commencement of each such reemployment contract. Hiring of retired teachers will not result in reassignment of current teaching staff.
- 7) Subject to these provisions, reemployed teachers are part of the bargaining unit.
- 8) Reemployed persons are eligible for sick leave accumulation commencing with the first year of such reemployment.
- 9) Reemployed teachers may commence their reemployment with up to fifteen (15) days of accumulated sick leave if said days are carried forward from their prior employer.
- 10) Reemployed teachers are not eligible to participate in any retirement incentive program nor are they eligible for severance pay.

- 11) Pursuant to the authority provided by O.R.C. 4117.10, and to the extent that this provision is contrary to or in conflict with any Ohio law including, but not limited to 3319.11, ORC; 3319.111, ORC; 3319.141, ORC; 3319.17, ORC; Chapter 3317, ORC; Chapter 3307, ORC; this provision shall supersede the statutory law of Ohio.

#### **C. PAY PERIODS**

1. Twenty-six (26) equal installments to be paid every other Friday commencing with the second Friday of the school year unless it would cause a returning employee to go three (3) weeks without a check, in which case said employee would receive an interim check after one week of employment for accrued salary.
2. All employees are required to enroll in a direct deposit program at any bank of the employee's choosing.

#### **D. MILEAGE REIMBURSEMENT**

Bargaining unit members required in the course of their work to drive personal automobiles shall receive a car allowance in accordance with the IRS rate. The same allowance shall be given for use of personal cars for field trips or other business of the District. The Board shall provide automobile liability and collision insurance protection for bargaining unit members when their personal automobiles are used as provided in this section.

#### **E. TUITION REIMBURSEMENT**

Tuition reimbursement will be at the rate of two hundred dollars (\$200.00) per semester credit hour not to exceed \$2,000 per teacher per year. The total amount allocated by the Board for tuition reimbursement shall not exceed \$25,000 per year. The course work may be in any area of education excluding administration and supervision. The exception concerning administration/supervision would need approval of the Superintendent.

## **F. PAYROLL DEDUCTIONS**

1. Bargaining unit members are entitled to the use of payroll deduction for the following:
  - a. Membership dues in the United Teaching Profession
  - b. U.S. Savings Bonds
  - c. Credit Unions
  - d. Political Donations/FCPE
  - e. Annuities
  - f. Insurances
  - g. Charities
  - h. Indiana and/or Michigan State income tax
  - i. Direct deposit
2. A payroll deduction authorization form must be signed by the individual requesting the deduction and submitted to the Treasurer of the District prior to November 1. Said form shall indicate the amount of each deduction and the number of deductions to be made. The deduction(s) shall commence with the first check of the next month following the submission of the request.

## **G. SEVERANCE PAY**

A retiring teacher in the Edon Northwest Local School District will be paid severance pay by the Board of Education at the rate of thirty percent (30%) accumulated sick leave.

1. Each retiring employee's eligibility for payment based upon accrued but unused sick leave shall be determined as of the final date of employment and under the following conditions and criteria:
  - a. The employee must have had not less than five (5) years of service with this school district;
  - b. The employee actually terminates his employment with the District and retires;
  - c. The words "retires" or "retirement", as used herein, mean disability or service retirement under the State Teachers' Retirement System;
  - d. If the employee is otherwise eligible for retirement, except for the attainment of retirement age, he shall be entitled to severance pay if he attains retirement age and retires during the six (6) month period following the date on which his employment is terminated;

- e. The employee must, at the time of receiving his payment as provided herein, certify that all of the conditions and criteria set forth in this policy have been met, and shall supply such proof of documentation as may reasonably be required.
2. Payment as provided herein shall be made in one (1) lump sum to the person entitled thereto; and such payment shall be made within two (2) weeks after the employee receives his first retirement check from the retirement system.
3. The amount of benefit due the retiring employee shall be determined by:
  - a. Multiplying the employee's accrued but unused sick leave up to a maximum of two hundred and thirteen days in 2007-2008 (213); two hundred sixteen (216) days in 2008-2009; and two hundred nineteen (219) in 2009-2010 days times thirty percent (30%).
  - b. Dividing the annual salary of the employee (including supplemental pay) by the number of required work days to obtain the per diem rate;
  - c. Multiplying the product of "a" above by the employee's per diem rate;
4. Receipt of payment for accrued but unused sick leave shall eliminate all other sick leave credit accrued but unused by the employee.

#### **H. SUPER SEVERANCE**

In the event an employee resigns his/her employment with the Board for retirement purposes effective the end of the employee's work year that he/she first becomes eligible to retire through the State Teachers' Retirement System, he/she shall receive a lump sum payment of ten thousand dollars (\$10,000) in addition to severance pay pursuant to Section G of this contract.

Any employee who elects not to resign his/her employment with the Board in the end of the work year in which he/she first becomes eligible to retire through the State Teachers' Retirement System shall forfeit his/her right to any payment pursuant to this provision and shall be entitled to severance pay pursuant to Section G of this contract upon retirement. The employee must give notice of resignation to the Board no later than April 30.

Payment pursuant to this provision shall be made in two (2) equal installments as follows:

- a. The first payment shall be made within fifteen (15) days of the Treasurer's receipt of written confirmation from STRS that the employee is retired and receiving STRS benefits.
- b. The second payment shall be made the following January.

- c. In the event an employee requests that this benefit be paid in one payment, the Board may do so at its sole discretion.

#### **I. S.T.R.S. PICK-UP UTILIZING THE SALARY REDUCTION METHOD**

The Board agrees with the Association to STRS "pick-up" utilizing the salary reduction method. Contributions to the State Teachers' Retirement System will be paid on behalf of the unit member, 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 each member's mandatory contribution on the employee's gross annual compensation. The employee's annual compensation shall be reduced by the amount equal to the amount "picked-up" by the Board for the purpose of State and Federal tax only.
2. The pick-up percentage shall apply uniformly to all members of the bargaining unit.
3. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.
4. Payment for all paid leaves, sick leave, personal leave, severance and supplementals including unemployment and workman's 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 appropriate governing regulations, the Board and the Association will be held harmless and this article of the Agreement shall be declared null and void.

5. The Board and Association agree that the Board and employee share of STRS contributions shall remain the same as it was under the prior CBA so that the Board's share of contributions to STRS shall be at the rate of 14% of an employee's compensation and an employee's share of contributions to STRS shall be at the rate of 10% of the employee's compensation.

## **J. EMPLOYMENT PRACTICES**

Beginning with the effective date of this master agreement, the Board of Education will reimburse bargaining unit members for 100% of any costs incurred related to state and federal background checks and fingerprinting required by the Ohio Revised Code. Such reimbursement shall be made within thirty (30) calendar days of the Board's receipt of evidence that the employee has paid for the background checks. If employee has an unemployable offense noted on their BCI/FBI background check, reimbursement will be denied.

**ARTICLE IV  
ENTRY YEAR PLAN**

It is mutually agreed by both parties that state mandates regarding entry year teachers and teacher licensure will be followed.

**ARTICLE V  
LEAVES OF ABSENCE**

**A. SICK LEAVE**

1. Each member of the bargaining unit shall be entitled to sick leave of one and one-quarter (1-1/4) work days with pay for each completed month of service.
2. The unused portion of sick leave is subject to two hundred and thirteen days in 2007-2008 (213); two hundred sixteen (216) days in 2008-2009; and two hundred nineteen (219) in 2009-2010 days accumulation. Certified employees without accumulated sick leave shall be advanced five (5) days for the remainder of the current contract year with the provision that such advanced sick leave may be recovered from final settlement with any employee who departs or terminates prior to the completion of the current contract year. Those employees who remain employed by the Board will be allowed to restore advanced sick leave during subsequent years.
3. Bargaining unit members who are absent because of illness are still in the service of the District, and accumulate sick leave credit while absent. Bargaining unit members shall qualify for sick leave absences with full pay during any school year for any of the following reasons:
  - a. Personal illness;
  - b. Illness due to pregnancy;
  - c. Injury (personal);
  - d. Exposure to contagious disease which could be communicated to others;  
or
  - e. Absence due to illness, injury or death in the employee's immediate family (ORC 3319.141).

The immediate family is defined as husband, wife, children, mother, father, sister, brother, parent-in-law, son-in-law, daughter-in-law, and member of the same household.

4. For death or illness of relatives outside the immediate family, absence shall be approved not to exceed three (3) school days unless additional days are granted with permission of the Superintendent.
5. For death of a close friend, one (1) day when arrangements are made with the Superintendent will be allowed without loss of pay
6. Upon return from sick leave, the bargaining unit member shall furnish a satisfactory signed statement indicating that he/she was absent for one of the qualified reasons above. The specifics of such reason do not have to be given.

7. Notification of accumulated days of sick leave will be stated annually.
8. Misuse of sick leave is grounds for termination.

## **B. PROFESSIONAL LEAVE**

Professional leave days at the discretion of the teacher as approved by the Superintendent may be used by certificated teachers to attend professional meetings relating to their specific teaching area or to observe an outstanding classroom program in another school system. Registration fees and housing for the professional meetings, mileage, per diem and substitute pay will be paid by the Board of Education. A report of the meeting attended will be made to the staff, the administration or the Board of Education if requested by the administration.

## **C. PERSONAL LEAVE**

1. Teacher may use three (3) days of unrestricted personal leave for business which cannot be transacted outside of school hours and requires no explanation. A teacher employed between January 1 and March 31 for remainder of the school year is entitled to one (1) day of personal leave. Teachers employed after March 31 are not entitled to personal leave during the remainder of the school year.
2. Personal leave will not be granted for less than one-half (1/2) day.
3. Except in cases of emergency, approval of personal leave days will be granted only if the teacher gives written notification in advance and submits the proper request form at least five (5) working days before the date of requested leave. If leave is of an emergency nature, the advanced request is waived; however, the request form will be completed within two (2) days after the teacher's return to work and submitted through the regular channels in order for the teacher to receive reimbursement for the time off duty. The form must specifically state why the leave is of an emergency nature and the teacher must be able to provide a basis for such emergency.
4. With the exception of emergencies, no more than ten (10%) percent or five (5) teachers (whichever is greater) per building shall be on a scheduled absence, excluding long-term leave, on any given day. This percentage does not include use of sick leave.
5. Request and approval of personal days shall be approved by the employee's respective Principal on a first come first served basis. Except in cases of emergency, approval of a teacher's request for personal leave usage cannot be withdrawn once granted. A teacher may not request usage of personal leave more than one (1) week prior to the commencement of any school year.

Each bargaining unit member shall receive the daily amount paid to a substitute teacher for each unused personal leave day.

6. Personal leave shall not be taken on the following days, except as provided in #7 below.
  - a. Days in which a regularly-scheduled District meeting or in-service has been called;
  - b. Day immediately following or proceeding a holiday or vacation, or on the last day of the school year;
  - c. During the first five (5) days of the school year;
  - d. During the last two (2) weeks of the school year;
  - e. Scheduled parent-teacher conferences.
7. Exceptions to #6 including:
  - a. Emergency;
  - b. Graduation;
  - c. Wedding of a teacher, child or guardian;
  - d. Religious observance;
  - e. Other extenuating circumstances approved solely by the Superintendent.

#### **D. PARENTAL LEAVE**

1. Notwithstanding the Family Medical Leave Act, members of the bargaining unit shall be eligible to use parental leave after the birth, adoption or assumption of legal custody of a child under two (2) years of age. Parental leave shall be without pay and for a period of not more than one (1) year.
2. Application for the leave shall be in writing and shall contain a statement of the expected date of birth or date of obtaining custody, as well as the date on which the leave is to begin and return date from leave. The return date shall be at the start of the school year, start of a semester or start of a grading period. This leave application shall be submitted to the Superintendent at least thirty (30) days prior to the commencement except in the case of an adoption if thirty (30) days advance notice is not provided to the employee.
3. Upon return to service at the expiration of such leave the bargaining unit member shall resume the contract status which he/she held prior to such leave. Notwithstanding this fact, parental leave shall not extend a limited contract past its term and the Board has the right to take any action it would have taken on an employee's contract if the employee had not been on this leave. In the event of reduction in force, the provisions of reinstatement shall be subject to the reduction in force agreement.
4. A one (1) year extension of this leave may be granted by the Superintendent.

## **E. MEDICAL LEAVE**

A leave of absence without pay for a period of up to two (2) years shall be granted upon medical documentation of the need thereof.

1. The teacher shall supply a statement from a physician specifically stating in terms of months, weeks, and/or days, the period of time the teacher will be unable to return to work because of illness.
2. If a teacher has been granted a leave of absence without pay for less than two (2) years and requests an extension of that leave of absence, then the Board will grant the request as long as the total time of the leave does not exceed two (2) years.
3. In the event the Board possess a good-faith belief that a teacher is not physically, mentally, or emotionally able to satisfactorily fulfill the teacher's contractual duties, the Board may request that a teacher consent to an independent medical examination (IME) at the Board's cost and expense. The Board shall notify the Association if such a decision is made. If the IME determines that the teacher's medical condition, mental condition, or emotional condition, will prevent the teacher from satisfactorily performing the teacher's contractual duties, the Board may, after depletion of paid leave and FMLA, place a teacher on an unpaid medical leave for a period not to exceed two (2) years. A teacher may challenge such decision of the Board through the grievance process and may seek a second independent medical examination. A second independent medical examination shall also be paid by the Board.

## **F. LEGAL OBLIGATIONS**

In the case of jury duty, or when subpoenaed by a court, the Board will grant a leave for legal purposes. Pay for days of such absences shall be based on the difference between such employee's regular compensation and the remuneration received for serving as a juror.

## **G. GENERAL PROVISIONS**

1. Individuals on any approved unpaid leave may continue any and all of their group benefits for the duration of said leave providing they in advance reimburse the Board for premium costs. Those individuals on paid leaves shall have their premium costs paid by the Board pursuant to the related sections of the Contract.
2. Should a bargaining unit member deem it necessary to request that an approved leave of absence be adjusted or terminated prior to the expected date of termination, he/she should immediately make said request to the Superintendent. The Superintendent will make a good faith effort to accommodate the request of the teacher.

**ARTICLE VI  
FRINGE BENEFITS**

**A. HOSPITAL/SURGICAL/MAJOR MEDICAL**

The Board shall offer an insurance plan offered by the Northern Buckeye Education Council which will provide hospital/surgical/major medical insurance coverage for each member of the bargaining unit and his/her family.

The Board shall provide major medical health insurance coverage – ACCESS +1A:

The cost of such insurance and any increases thereof, shall be paid by the Board as follows: ninety-five percent (95%) for the single plan and ninety-two percent (92%) of the family plan.

**B. GROUP LIFE**

The Board shall purchase from a carrier licensed by the State of Ohio, group term life insurance for each certificated employee in the amount of \$50,000 plus an equal amount of accidental death and dismemberment coverage. The full cost of this program and any increases thereof, shall be paid by the Board.

The Board shall allow individual employees to purchase additional amounts of coverage through payroll deduction provided the number of employees electing to take advantage of this opportunity is adequate to meet the requirements of the insuring company.

**C. DENTAL INSURANCE**

The Board shall purchase, through Northern Buckeye Education Council, dental insurance for each member of the bargaining unit and his/her family. The full cost of said insurance and any increases thereof, shall be paid by the Board.

**D. VISION INSURANCE**

The Board shall purchase through Northern Buckeye Education Council, vision insurance for each member of the bargaining unit with the following specifications. The Board shall pay 100% of the cost of such insurance.

NBEC Plan 2A -- \$20 total co-payment  
Exams every 12 months  
Lenses every 24 months  
Frames every 24 months

An allowance for contact lenses in lieu of lenses and frames is available.

## **E. GENERAL PROVISIONS**

1. Part-time bargaining unit members shall be entitled to fringe benefits in the following manner:
  - a) The Board will pay a prorated portion of the single or family plan of each insurance selected by the employee. The prorated portion to be paid is dependent upon the number of hours worked by the employee. (i.e., if a bargaining unit member works half (1/2) time then the Board would pay half (1/2) of the Board's obligation for any insurance selected by the employee.

## **F. 125 Savings Plan**

The Board will provide a 125 Savings Plan. Beginning January 1, 2011, the plan will include a debit card method of payment of refunds. If members do not sign up for a debit card, electronic fund transfer will be utilized.

**ARTICLE VII  
GRIEVANCE PROCEDURE**

**A. INTRODUCTION AND PURPOSE**

This grievance procedure is intended to establish an orderly process of resolving differences which may occur between the Board of Education or the administration and the professional staff.

The purpose of the grievance procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may arise from time to time. Both parties agree that these proceedings will be kept as informal as may be appropriate at any level of the procedure.

**B. DEFINITION**

A "Grievance" is defined as a claim by a teacher, group of teachers, or Association (hereinafter called the grievant) that there has been a violation, misinterpretation or misapplication of any provision of this Master Agreement, past practice, fair treatment, or other Board policies and procedures.

**C. PURPOSES**

The following purposes are presented as a framework from which the grievance procedures hereinafter set forth have been developed, and according to which they are to be conducted:

1. To secure, at the lowest possible administrative level, equitable solutions to grievances which arise from time to time. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. To insure that a complaint is considered fairly, with all due speed, and without prejudice or reprisal.

**D. INFORMAL PROCEDURE**

In the event that the grievant believes there is a basis for a grievance, he may first discuss the alleged grievance with the immediate administrative person who has the authority to bring about a resolution of the alleged problem. Said discussion may be held confidentially and personally by the grievant, and/or his Association representative.

## **E. FORMAL PROCEDURES**

### STEP I

No later than fifteen (15) working days after the grievant could reasonably be expected to know about the occurrence of the alleged violation giving rise to the grievance, the grievant may submit to the proper immediate administrative authority, who has the authority to bring about a resolution of the alleged problem, a completed and signed STEP I grievance. A copy of the completed form shall be given to the grievant and to the Association. Within five (5) school days of receipt of the Grievance Report, the administrator shall meet with the grievant and/or his Association representative, in an effort to resolve the grievance. The administrator shall indicate in writing his disposition to the grievant and the Association within five (5) school days after such meeting.

### STEP II

If the grievant is not satisfied or if no disposition of the grievance has been made within the time limits set forth in STEP I, the grievant, and/or the Association representative shall complete a written Grievance Report Form, STEP II, and submit the same to the Superintendent. Within five (5) school days the Superintendent and/or his designated representative shall meet with the grievant and/or his Association representative. Within five (5) school days of the meeting, the Superintendent shall indicate in writing his disposition, and forward a copy thereof to the grievant, the Association, and Administrator(s) involved. If a grievance is not sustained or rejected in writing within fifteen (15) business days of filing, the remedy as stated on the grievance shall be automatically granted.

### STEP III

If the grievant and/or Association is not satisfied with the disposition of the Superintendent, or if no disposition has been made within the above stated time limits in STEP II, the grievant and/or Association representative may submit the grievance to an impartial arbitrator by filing with the Superintendent a request for arbitration. A request for a list of seven (7) arbitrators shall be submitted to the Federal Mediation and Conciliation Service in accordance with its rules, which rules shall likewise govern the arbitration proceeding. The arbitrator shall have no power to alter, add to, or subtract from the stated policies and rights herein contained, and his award shall be advisory in nature. Either or both parties may be represented at the arbitration hearing. The fees and expenses of the arbitrator shall be shared by the Board and the grievant.

## **F. GENERAL PROVISIONS**

1. Grievances that relate to more than one building shall commence at STEP II.
2. The time limits provided for in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in

hardship to any party, the Superintendent shall use his best efforts to process such grievance prior to the end of the school term or as soon thereafter as reasonably possible.

3. Nothing herein contained shall be construed to limit the right of an individual teacher to discuss a personal complaint with a supervisory person without recourse to grievance procedure except that the Association will be informed of any results that affect the Agreement.
4. The grievant may be represented at all stages of the grievance procedure by any person of his own choosing. When the grievant is not represented by the Association, the Association shall be notified by the Administration that a grievance has been filed and have the right to have its representative present to state the views of the Association at all stages of the grievance procedure.
5. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.
6. Hearings and conferences under this procedure will be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present.
7. The Association shall have the exclusive right to determine whether to proceed to the arbitration step of the procedure.
8. The Association shall receive copies of all communications in the processing of grievances.

Grievance # \_\_\_\_\_ School District

Distribution of Form

- 1. Superintendent
- 2. Principal
- 3. Association
- 4. Employee

**GRIEVANCE REPORT**

Submit to Principal or Immediate Supervisor  
in Duplicate

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Building Assignment	Name of Grievant	Date Filed
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**STEP I**

A. Date Cause of Grievance Occurred \_\_\_\_\_

B. 1. Statement of Grievance (state specific section of Contract)

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2. Relief Sought \_\_\_\_\_

(If additional space is needed in reporting Sections B1 & 2, attach an additional sheet.)

---

Signature	Date
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C. Disposition by Principal or Immediate Supervisor \_\_\_\_\_  
Supervisor

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Signature of Principal or Immediate Supervisor	Date
--	------

D. Position of Grievant and/or Association \_\_\_\_\_

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Signature	Date
-----------	------

**STEP II**

A. Date Received by Superintendent or Designee \_\_\_\_\_

B. Disposition of Superintendent or Designee \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

C. Position of Grievant and/or Association \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**STEP III**

A. Date Submitted to Arbitration \_\_\_\_\_

B. Disposition & Award of Arbitrator \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ARTICLE VIII  
FAIR TREATMENT AND DISMISSAL**

1. Should any teacher be considered for non-renewal by their principal, written notice will be given to said teacher by the principal on or before April 10 of the school year involved.
2. If the Superintendent intends to recommend the non-renewal of a teacher's contract, notwithstanding a recommendation of renewal received by him from the building principal, the Superintendent will notify the teacher in writing of such intention on or before April 12 of the school year involved.
3. All notices of non-renewal shall contain the written reasons for such recommendation as well as notice of the right to a hearing with the Superintendent and the right to be represented by an Association representative.
4. Any teacher receiving notice as provided above that his/her contract will not be recommended for renewal may request a hearing with the Superintendent and the evaluating principal to discuss the reasons for said recommendation. The requested hearing will be held within five (5) days from the receipt of the request for the hearing. At the hearing, the teacher and/or his/her representative will be provided with the full opportunity to present evidence, respond, explain and/or rebut the basis for the reasons for the non-renewal recommendation.
5. Before the Board takes final action not to renew a teacher's contract, the Board treasurer will give the teacher written notification of such intention on or before April 24 of the school year involved. If the Board's reasons for non-renewal are different from those of the Administration, said reasons will be stated in full in the notification.
6. Within seven (7) calendar days of the receipt of such notification and prior to May 1 of the school year involved, such teacher may submit a written request to the Board treasurer to appear before the Board. If such appearance is requested, the Board will notify the teacher of the time and place of his/her meeting with the Board.
7. During such meeting (which shall be held in executive session) the teacher will have the opportunity to present reasons as to why his/her contract should be renewed. Such teacher may be represented by an Association representative of his/her choice.
8. The provisions of this Article supersede the provisions of the Ohio Revised Code 3319.11.
9. If a teacher's use of sick leave or any other type of leave provided for under this contract or federal law prevents the board from completing the evaluations required under this section, teacher shall not be subject to the evaluation requirements and timelines of this agreement may be appropriately modified.

## ARTICLE IX DISCIPLINE

In addition to the non-renewal or termination of a teacher's contract pursuant to the provisions of Ohio Revised Code, the Board/Administration may issue written reprimands, administrative transfer, or suspension without pay.

- A. An oral reprimand must first be given to the teacher in an attempt to correct the situation before discipline for the same occurrence is advanced to a written reprimand.
- B. Before a teacher has a written reprimand placed in his or her personnel file, or before a teacher receives an administrative transfer or suspension without pay:
  - 1. The teacher shall have a pre-disciplinary conference with the appropriate administrator and/or Board of Education in which time the circumstances shall be explored. At this time, the evidence in this report must be reviewed with the employee.
  - 2. Prior to the conference, teacher shall be notified of the purpose of the conference and the right to bring a representative of his or her choice to the conference. If the conference results in discipline, the reason for discipline shall be reduced in writing and given to the teacher following the conference. The teacher shall have the right to attach his or her rebuttal to the disciplinary notice.
- C. The conference shall proceed to discipline as stated herein except in extreme circumstances or removal from duties may need to proceed in such conference. If the conference results in administrative recommendation of dismissal, the affected teacher shall have those rights afforded him or her under Ohio Revised Code 3319.16.
- D. As a form of disciplinary action, the Board may, upon recommendation of Superintendent, suspend a teacher without pay for a period exceeding five (5) days. The Superintendent, with or without Board approval, may issue a suspension without pay for up to five (5) school days. However, a teacher may file a grievance challenging any such suspension.
- E. In the case of serious infractions of a professional misconduct nature, disciplinary procedures may be accelerated.

**ARTICLE X**  
**MULTI-YEAR CONTRACTS**

- A. The Board of Education agrees that after a teacher successfully completes two one-year contracts, the Superintendent will recommend a two-year limited contract to that teacher.
- B. The Board of Education agrees that after a teacher successfully completes four years, subsequent contracts will be of three (3) years duration.
- C. If at any time during the contractual period, the individual completes the requirements for a continuing contract, he/she will be considered for recommendation by the Superintendent for the appropriate contractual status of a continuing contract.
- D. If a teacher's teaching performance is not of a satisfactory level then the Board of Education could issue a one-year contract instead of the prescribed multi-year contract.
- E. Teachers shall be eligible for continuing contract status in accordance with ORC Sections 3319.08 and 3319.11. Teachers who believe they will be eligible for a continuing contract must give written notice of their eligibility to the Superintendent on or before October 1 of the school year in which they become eligible.
- F. The teacher who fails to provide written notification to the Superintendent by October 1 will be deemed to have waived any rights to a continuing contract until the following October.
- G. Teachers who have met all qualifications and contractual notification requirements for a continuing contract, but have not corrected the deficiencies documented during the evaluation process shall be notified of these continued deficiencies in writing by the superintendent as confirmed by the Board on, or before, April 15<sup>th</sup>. The teacher may be placed on an extended limited contract not to exceed two (2) years. If the teacher is reemployed at the end of the extended limited contract, he/she shall be given a continuing contract. This provision shall supersede and replace the process for providing an extended limited contract pursuant to Ohio Revised Code sections 3319.08, 3319.11, and 3319.11.

## ARTICLE XI EVALUATION

### A. CLASSROOM EVALUATION

1. There shall be classroom observations of the work performance of a teacher for the purpose of a formal written evaluation. Any additional input used in the evaluation of an employee other than classroom observations shall be signed and dated by the administrative contributor.
2. A minimum of two (2) such observations will occur during the first year of teaching in the Edon Northwest Local Schools. An initial informal observation and conference shall be held with each new teacher by November 1 of said year. Teachers with more than one year of teaching experience in the Edon Northwest Local Schools shall be evaluated at least one (1) time every year. Teachers on probationary contracts shall have at least two evaluations per year. Teachers on probationary contracts are those teachers on the last year of a limited contract or teachers eligible for tenure.
3. Teachers will be given a copy of any written evaluation report prepared by their evaluators and will be entitled to a conference to discuss said report. In no event shall the teacher fail to receive the report later than one (1) day before such conference unless mutually agreed to otherwise by the teacher and evaluator. No such report will be submitted to the central office, placed in the teacher's file, or otherwise acted upon without prior conference with the teacher. Said conference shall take place within a reasonable length of time. No teacher will be required to sign a blank or incomplete evaluation form.
4. Recommendations will be written and specifically clear on what is to be done to improve in the event the evaluator places a "Needs Improvement" (NI) or "Unsatisfactory" (U) evaluation on the Teacher Performance Evaluation instrument. If the recommendations are not clear, the teacher shall request clarification in writing from the evaluator.
5. Furthermore, the teacher(s) will have the right to give additional explanation to the Evaluator's Recommendation and have said explanations become an attachment to the Teacher Performance Evaluation instrument.
6. Notwithstanding the above, if a teacher is absent for an extended period or so frequently that the administrator cannot reasonably comply with this provision, under these circumstances the administrator will not be required to meet the requirements of this provision.
7. The form used in all evaluations of teachers shall be the attached form. Any change in that form must be developed by a committee composed of two administrators and two Association members.

A committee shall be established to review and update the evaluation instrument used for the purpose of teacher evaluation. The committee shall consist of two (2) administrators appointed by the administration and two (2) association members appointed by the Association. The committee shall review the evaluation instrument before January 1, 2005. If no agreement can be reached before January 1, 2005, the current instrument shall remain the official form for evaluation purposes.

8. The provisions of this Article supersede the provisions of the Ohio Revised Code 3319.111.

**EDON NORTHWEST LOCAL DISTRICT – FORMAL CLASSROOM OBSERVATION  
REPORT**

Staff Member	Grade Level	Date	Time/Period
Subject Taught	Instructional Activities: Lecture _____ Technology/Media _____ Testing _____	Lab _____ Other _____	Group Discussion _____ Independent Study _____

**Ratings: 1 – Needs Improvement 2 – Proficient 3 – Exemplary NO – Not Observed NA – Not Applicable**

Rating

- \_\_\_\_\_ 1. Teacher establishes a learning environment (including bulletin boards, materials, supplies, equipment, etc.) that enhances student participation.  
Comments: \_\_\_\_\_  
\_\_\_\_\_
- \_\_\_\_\_ 2. Teacher evidences preparation for the class by creating or selecting activities and instructional materials based on multiple learning styles.  
Comments: \_\_\_\_\_  
\_\_\_\_\_
- \_\_\_\_\_ 3. Teacher begins instructional activities with review of previous material, introduces the lesson, and summarizes the main point of the lesson.  
Comments: \_\_\_\_\_  
\_\_\_\_\_
- \_\_\_\_\_ 4. Teacher paces the lesson in a way that is appropriate to the content, the learners, and the situation.  
Comments: \_\_\_\_\_  
\_\_\_\_\_
- \_\_\_\_\_ 5. Teacher presents lessons and activities using concepts and language understandable to students.  
Comments: \_\_\_\_\_  
\_\_\_\_\_
- \_\_\_\_\_ 6. Teacher demonstrates an ability to control student behavior through an established set of rules and procedures for classroom management.  
Comments: \_\_\_\_\_  
\_\_\_\_\_
- \_\_\_\_\_ 7. Teacher demonstrates knowledge of subject matter and skills being taught.  
Comments: \_\_\_\_\_  
\_\_\_\_\_

NOTE: The evaluator may attach additional sheets if space for comments is not sufficient.

## EDON NORTHWEST LOCAL DISTRICT – INFORMAL OBSERVATION REPORT

Staff Member	Grade Level	Date
Subject Taught	Time/Period	

**Ratings:** 1 – Needs Improvement 2 – Proficient 3 – Exemplary NO – Not Observed NA – Not Applicable

Rating

Teacher demonstrates:

- \_\_\_\_\_ 1. Knowledge of recent trends and events in education.  
Comments: \_\_\_\_\_
- \_\_\_\_\_ 2. Support for district-wide goals and practices and Board policies and procedures.  
Comments: \_\_\_\_\_
- \_\_\_\_\_ 3. An ability to use a variety of instructional strategies, including technology.  
Comments: \_\_\_\_\_
- \_\_\_\_\_ 4. An ability to contribute to a professional working environment and respect the opinions of others.  
Comments: \_\_\_\_\_
- \_\_\_\_\_ 5. A professional commitment to fulfill assigned out of class responsibilities, including study hall, enforcement of rules and regulations, bus duty, lunch duty, hall duty, etc. (Does not include assignments on supplemental contracts.)  
Comments: \_\_\_\_\_
- \_\_\_\_\_ 6. A commitment to attend and contribute to in-service activities and staff meetings.  
Comments: \_\_\_\_\_
- \_\_\_\_\_ 7. Validation of use of extended time (for members having contracts beyond 183 days) through a daily work log submitted to the building principal.  
Comments: \_\_\_\_\_
- \_\_\_\_\_ 8. A willingness to maintain open lines of communication with parents \_\_\_\_\_ staff members \_\_\_\_\_ and administration \_\_\_\_\_.  
Comments: \_\_\_\_\_
- \_\_\_\_\_ 9. An ability to create a classroom atmosphere where students feel they are important and respected.  
Comments: \_\_\_\_\_
- \_\_\_\_\_ 10. The ability to regularly assess student performance using a variety of assessment tools (process, product, multiple choice, short answer, extended answer, oral, performance, etc.)  
Comments: \_\_\_\_\_
- \_\_\_\_\_ 11. The following professional traits: (+) or (-) Regular Attendance \_\_\_\_\_ Punctuality \_\_\_\_\_ Professional Appearance \_\_\_\_\_ Confidence and Enthusiasm \_\_\_\_\_

NOTE: The evaluator may attach additional sheets if space for comments is not sufficient.



# EDON NORTHWEST LOCAL DISTRICT – TEACHER FINAL EVALUATION REPORT

Staff Member	Grade Level	Final Evaluation Date
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Ratings: 1 – Needs Improvement 2 – Proficient 3 – Exemplary  
 NO – Not Observed NA – Not Applicable

<p style="text-align: center; margin-bottom: 0;">Subject Taught</p> <p>1. Management of Instruction Time</p> <p><input type="checkbox"/> Organized instructional materials</p> <p><input type="checkbox"/> Begins class promptly</p> <p><input type="checkbox"/> Prepares and maintains appropriate lesson plans</p> <p><input type="checkbox"/> Renders prompt and accurate reports</p> <p><input type="checkbox"/> Follows written Board and administration policies, procedures, and regulations</p> <p><input type="checkbox"/> Encourages student participation</p> <p>Comments: _____</p> <hr/>	<p>4. Management of Student Behavior</p> <p><input type="checkbox"/> Has an established set of rules and procedures for classroom control</p> <p><input type="checkbox"/> Fulfills out of class responsibilities (assigned duties, study hall, etc.)</p> <p><input type="checkbox"/> Respects students</p> <p>Comments: _____</p> <hr/>
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<p>2. Instructional Program</p> <p><input type="checkbox"/> Correlates instruction to State Standards</p> <p><input type="checkbox"/> Uses a variety of instructional strategies</p> <p><input type="checkbox"/> Demonstrates knowledge of trends in education</p> <p><input type="checkbox"/> Selects materials and activities based on multiple learning styles</p> <p><input type="checkbox"/> Paces lessons in a way that is appropriate to the content, the learner, and the situation</p> <p><input type="checkbox"/> Presents lessons and activities using concepts and language understandable to students</p> <p><input type="checkbox"/> Creates an appropriate learning environment</p> <p><input type="checkbox"/> Demonstrates knowledge of subject matter</p> <p><input type="checkbox"/> Assesses student performance using a variety of assessment tools</p> <p>Comments: _____</p> <hr/>	<p>5. Professional Traits</p> <p><input type="checkbox"/> Demonstrates regular attendance</p> <p><input type="checkbox"/> Reports to work on time</p> <p><input type="checkbox"/> Uses sound professional judgment</p> <p><input type="checkbox"/> Is confident and enthusiastic</p> <p><input type="checkbox"/> Contributes to a professional work environment</p> <p><input type="checkbox"/> Respects others</p> <p><input type="checkbox"/> Maintains open lines of communication with parents</p> <p><input type="checkbox"/> Maintains open lines of communication with staff members</p> <p><input type="checkbox"/> Maintains open lines of communication with administration</p> <p><input type="checkbox"/> Attends and contributes to in-service activities and staff meetings</p> <p><input type="checkbox"/> Communicates in a professional manner</p> <p>Comments: _____</p> <hr/>
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3. Professional Growth

Maintains a commitment to grow professionally by attending professional meetings and workshops and by completing course work

Comments: \_\_\_\_\_

Recommendations:

Recommended for continued employment on a limited contract     Employed on continuing contract

Not Recommended for continued employment     Recommended for employment on continuing contract

Signature of Evaluator	Date
Signature of Staff Members	Date

The signature of the teacher does not necessarily indicate agreement with the written evaluation. The signature indicates that a conference was held and that the teacher received a copy of the evaluation.

## **ARTICLE XII WORKING CONDITIONS**

### **A. REQUIRED MEETINGS OR HEARINGS**

Whenever any bargaining unit member is required to meet with any employer representative concerning any matter which may lead to disciplinary action, the employee shall be given two (2) working days, written notice of the time and nature of the meeting and shall be entitled to have present an Association representative. Such written notice will be hand delivered by the employer representative to the affected employee. This provision does not apply to conferences held as the result of observations and evaluations of classroom performance.

### **B. CLASS SIZE**

The Board shall comply with State Minimum Standards pertaining to class size.

### **C. TEACHER FACILITIES**

The Board shall make available for each building facilities which shall be designated for exclusive use by employees in the bargaining unit including:

1. A telephone where members of the bargaining unit would be able to make telephone calls and would be afforded privacy.
2. A clean sanitary lounge, assessable to all staff members.
3. A work area where members of the bargaining unit would have access to the necessary equipment and machines needed to perform their job duties.

### **D. INSTRUCTIONAL MATERIALS AND SUPPLIES**

Each member of the bargaining unit shall be provided sufficient instructional materials and supplies necessary to perform in an effective manner.

### **E. SCHOOL CALENDAR / WORK YEAR**

1. The work year for members of the bargaining unit shall consist of no more than one-hundred and eighty-three (183) days.
2. Included in the one-hundred and eighty-three (183) days, shall be the following:
  - a. Two (2) teacher workdays with no students in attendance.
  - b. One (1) in-service day.
  - c. One hundred and eighty (180) days with students in attendance.
3. There shall be a committee consisting of three (3) teacher representatives appointed by the Association president, three (3) administrators appointed by the

Superintendent and two (2) Board members. They shall meet prior to March 1 to develop a school calendar for the next school year. The committee shall submit at least two (2) calendars to the teachers to be voted on before submitting them to the Board. The calendars developed by the committee will be subject to majority vote by the teachers. The school calendars developed by the committee will be presented to the Board for its consideration.

## **F. TEACHING HOURS AND LOAD**

### **1. Duty-Free Lunch**

Each member of the bargaining unit shall be entitled to no less than a thirty (30) minute duty-free lunch period.

### **2. Planning and Conference Time**

#### **a. Elementary (K-6)**

Members of the bargaining unit within the elementary buildings shall be provided no less than two hundred (200) minutes per week as planning and conference time.

#### **b. Secondary (7-12)**

Members of the bargaining unit who teach grades seven through twelve shall be provided a minimum of one (1) planning and conference period per day.

## **G. PERSONNEL FILE**

1. There shall be only one official personnel file in the District. Personally identifiable information regarding the teacher may be kept by other administrative personnel in the ordinary course and requirement of their duties. However, until such time as a given document is entered into the official personnel file, it may not be used to the professional disadvantage of the teacher. The employee shall receive a copy of all derogatory entries placed in the official personnel file prior to filing.
2. Anonymous complaints shall not be placed in the teacher's personnel file.
3. The examination of an employee's personnel file shall be subject to state law.
4. Any materials in a teacher's personnel file may be reviewed by the teacher. Said teacher shall be entitled to have a representative of his/her choosing accompany him/her during such review.
5. The teacher shall receive, upon request, one completed copy of all material in the file and the teacher shall pay a reasonable charge for the copies.

## **H. VACANCIES AND TRANSFERS**

1. All job vacancies will be dated and posted in each building(s) in the teachers' lounge(s).
2. Any bargaining unit member that has an interest in applying for said vacancy shall notify the superintendent within five (5) working days after the posting date.
3. Bargaining unit members facing involuntary transfer will meet with representatives of the Association and the Administration at least thirty (30) days prior to the effectuation of any involuntary transfer. This meeting will be for the purpose of discussing reasons for the involuntary transfer.

## **I. THREE (3) HOUR DELAY**

The Superintendent may implement no more than two (2) 3-hour delays before using the three (3) calamity days provided by the legislature; and after using two (2) 3-hour delays, the three (3) calamity days shall be used before any additional 3-hour delays are implemented.

On days the 3-hour delays are implemented the dismissal time for the certificated staff shall be the same time the buses leave. The Administration agrees to cover classes of any certificated staff that has a prior appointment/commitment that coincides with the extension of the school day due to the use of the 3-hour delay provision.

## **J. TEACHER WORKROOM**

Teacher workrooms shall be provided with a clean restroom, working copy machine, running water and sink, refrigerator, and microwave oven.

**ARTICLE XIII  
REDUCTION IN FORCE**

**A. STAFF REDUCTIONS**

The following procedures shall govern the reduction of certified staff made necessary as a result of lack of sufficient operating funds, decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, suspension of schools, or territorial changes affecting the District. If a bargaining unit member would be employed for the ensuing school year except for a reduction in force situation as a result of one of the above reasons, then said member's teaching contract shall be suspended instead of non-renewed.

**B. ATTRITION**

To the extent possible, the number of persons affected by a reduction in force will be kept to a minimum by not employing replacements for employees who retire or resign or whose limited contracts are not renewed in accordance with Ohio Revised Code 3319.11 and other related sections of this Master Agreement.

**C. REDUCTION OTHER THAN BY ATTRITION**

To the extent that reductions under "A" above are not achieved through attrition or the non-renewal of limited contracts, reductions will be achieved by layoff. Layoff shall mean that a teacher's contract(s) will be suspended. When layoffs of members of the bargaining unit are necessary, seniority and areas of certification shall be the exclusive criteria in determining such layoffs.

Layoffs shall be on the basis of last hired first to be laid off. However, no teacher on continuing contract status shall be laid off, regardless of seniority, unless all teachers on limited contract in the affected area of certification have been laid off.

Any teachers who have been laid off shall have their names placed on a recall list.

**D. SENIORITY AND CERTIFICATION**

At the onset of Board discussions relating to a reduction in force, a seniority list shall be established listing all members of the bargaining unit, the date of hire-in, and the areas of certification held by each teacher. Teachers holding continuing contracts will be placed at the top of the list, in descending order of seniority. Teachers holding limited contracts will be placed on the list below continuing contract teachers, also in descending order of seniority. Seniority is defined as the length of continuous service to the Edon-Northwest Local School System.

A seniority list shall be established listing all members of the bargaining unit, the date of hire-in, and the areas of certification held by each teacher. If two people are hired on the same day and one has taught part-time, then actual time employee has been teaching should be figured.

Seniority shall be determined by the length of continuous service in the school system. (Part-time teachers shall receive prorated service credit, i.e., 1/2 time equals 1/2 year service.) Among those with the same length of continuous service, seniority shall be determined by:

- a. The date of the Board meeting in which the teacher was hired; and then by
- b. An agreed upon method of chance in which all affected parties have an equal opportunity.

Length of continuous service will not be interrupted or affected by authorized leaves of absence or layoff under the provisions of this Contract. However, once an individual's name is removed from the recall list pursuant to E-4 below, that person's seniority within the system is broken. The continuous service of a teacher who has returned to employment following resignation, or other termination of employment, will be measured from the date of return.

On or about December 1, of each school year, the Association President shall receive in writing a copy of the seniority list.

The names of employees on the seniority list shall appear in seniority rank order within areas of certification, license or entry-level requirement, with the name of the most senior employee appearing at the top of the listing and the names of the least senior employees appearing at the bottom of the listing.

#### **E. RECALL**

1. Teachers on the Reduction in Force list shall be returned to active employment to fill vacancies in reverse order of reduction for any position that becomes available for which they are or have become certified before any permanent teacher full, part-time or substitute is hired.
2. In the event a vacancy(ies) becomes available, the Board shall recall the teacher to active employment status by giving written notice to the teacher.

Said written notice shall be sent to the teacher by registered or certified letter addressed to the teacher's last known address. It shall be the responsibility of each teacher to notify the Board of any change in address.

3. A teacher on the Reduction in Force list shall, have the right to accept or refuse a position which is offered. If the teacher refuses a position then the offer of the position shall go to the next certified teacher on the recall list.
4. A teacher's name shall remain on the Reduction in Force list for two (2) school years (July 1 to June 30) following the date he/she is first placed on the list.

- F. This reduction in force article supersedes and replaces in its entirety those provisions provided by Ohio Revised Code Section 3319.17

**ARTICLE XIV  
MISCELLANEOUS PROVISIONS**

**A. NON-DISCRIMINATION**

The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, or marital status.

**B. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE**

A district-level Local Professional Development Committee shall be established for Edon Northwest schools pursuant to Ohio Revised Code 3319.22 as follows:

1. The LPDC shall consist of five (5) total members, three (3) teachers selected by the Edon Northwest Teachers' Association and two (2) administrators selected by the superintendent.
2. LPDC members will serve three (3) years terms provided they remain employees of the Edon Northwest School district and members of the Edon-Northwest Teachers' Association.
3. The Edon Northwest Teachers' Association shall appoint replacement members to fill teacher committee member vacancies. The superintendent shall appoint replacement members to fill administrative committee member vacancies.
4. When an administrator's course work is being discussed or voted upon, two (2) of the teacher members, shall not vote, thus causing the voting majority, in this instance only, to be administrative members. Those teacher members not voting under this provision shall be determined by the Association.
5. The committee shall meet on a quarterly basis with additional meetings as needed. All meetings shall take place outside normal student instructional hours at the convenience of the committee members.
6. The LPDC's responsibilities shall include, but not be limited to: approval of all individual professional development plans (IPDP) for all certified/licensed employees of the Edon Northwest School district; development and approval of all district professional development activities; approval of all C.E.U. course work, workshops and in-services, and notification to teacher of renewal dates of licensure.
7. The committee shall establish bylaws, operating procedures and policies, including an appeals procedure by which a certified/licensed employee may appeal the decision of the LPDC.

**C. LABOR-MANAGEMENT COMMITTEE**

A labor-management committee comprised of Association representatives and the administrative representatives shall be established. The committee will meet monthly for the purpose of discussing staff and/or administrative concerns.

**D. SENIORITY LIST**

On or about December 1 of each school year, the Association President shall receive in writing a copy of the seniority list. The list shall be established listing all members of the bargaining unit by the date of hire.

**ARTICLE XV  
ASSAULT LEAVE**

1. Any teacher who is physically assaulted by a student or parent and sustains a physical injury while performing his/her contractual duties shall be permitted to use up to ten (10) days assault leave, instead of sick leave, each school year. Use of assault leave shall only be granted if the physical injuries sustained by the employee, as a result of the assault, prohibits the employee from working.
2. Assault leave shall not be charged against the employee's earnable or accrued sick leave.

**ARTICLE XVI  
EFFECT AND DURATION**

**A. SEPARABILITY**

1. If any provision of this Agreement or any application of this Agreement to any bargaining unit member or employee or group of bargaining unit members or employees is held to be contrary to law by a court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.
2. It is further agreed that within twenty (20) days of receipt of notification of the court's actions, negotiations shall commence, in an attempt to reach agreement.
3. All understandings, and/or agreements reached under this procedure shall be reduced to writing, signed by each party, and made a part of the collective bargaining agreement.

**B. MODIFICATION OF AGREEMENT**

1. This Agreement shall not be modified in whole or in part except by an instrument in writing duly executed by the parties.
2. Upon mutual consent to modify this Agreement, a date shall be set for negotiations to commence not more than ten (10) days thereafter.

**C. DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2011, and shall continue in effect until June 30, 2014.

In the event all of the impasse procedures set forth in this Contract have been fully completed and no agreement has been reached between the parties and the Contract has expired and the Association has given the statutory Notice to Strike required by ORC 4117, then, in that event only, the Association may exercise its statutory right to strike on those issues which are negotiable in accordance with the provisions of this Contract.

This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries.

EDON-NORTHWEST TEACHERS'  
ASSOCIATION

EDON-NORTHWEST LOCAL  
BOARD OF EDUCATION

By: *Byron Wean*  
President

By: *Suzanna McCallough*  
President

Date: *9/22/11*

Date: *9-22-11*

By: *Ken Gaylor*  
Treasurer

Date: *9/22/11*

**Edon-Northwest Local School  
Salary Schedule 2011-2012, 2012-2013, 2013-2014  
(0% on base w/no step increase)**

**Base = \$32,868**

	<u>BA</u>	<u>150 Hrs</u>	<u>MA</u>
0	\$32,868 1.0000	\$34,183 1.0400	\$35,991 1.0950
1	\$34,183 1.0400	\$35,662 1.0850	\$37,634 1.1450
2	\$35,498 1.0800	\$37,141 1.1300	\$39,277 1.1950
3	\$36,812 1.1200	\$38,620 1.1750	\$40,921 1.2450
4	\$38,127 1.1600	\$40,099 1.2200	\$42,564 1.2950
5	\$39,442 1.2000	\$41,578 1.2650	\$44,208 1.3450
6	\$40,756 1.2400	\$43,057 1.3100	\$45,851 1.3950
7	\$42,071 1.2800	\$44,536 1.3550	\$47,494 1.4450
8	\$43,386 1.3200	\$46,015 1.4000	\$49,138 1.4950
9	\$44,701 1.36000	\$47,494 1.4450	\$50,781 1.5450
10	\$46,015 1.4000	\$48,974 1.4900	\$52,425 1.5950
11	\$47,330 1.4400	\$50,453 1.5350	\$54,068 1.6450
12	\$48,645 1.4800	\$51,932 1.5800	\$55,711 1.6950
13	\$49,960 1.5200	\$53,411 1.6250	\$57,355 1.7450
15	\$51,274 1.5600	\$54,890 1.6700	\$58,998 1.7950
20	\$52,589 1.6000	\$56,369 1.7150	\$60,642 1.8450
25	\$53,904 1.6400	\$57,848 1.7600	\$62,285 1.8950
27	\$55,218 1.6800	\$59,327 1.8050	\$63,929 1.9450

**EDON NORTHWEST SCHOOL - SUPPLEMENTAL SALARY SCHEDULE**  
**2011-2012, 2012-2013, 2013-2014**

Percent index based on \$32,868 salary:		0-2	3-6	7 or more
ED. 1	Athletic Director	.150	.165	.180
ED. 1A	Assistant Athletic Director	.090	.105	.120
ED. 2	Head Football (Varsity)	.145	.160	.175
ED. 3	Assistant Football (Jr. Varsity)	.090	.105	.120
ED. 4	Jr. High Football	.065	.080	.095
ED. 5	Head Basketball (Varsity-Boys & Girls)	.145	.160	.175
ED. 6	Assistant Basketball (Jr. Varsity-Boys & Girls)	.090	.105	.120
ED. 7	Assistant Basketball (Freshman Boys)	.070	.085	.100
ED. 8	Assistant Basketball (Freshman Girls)	.035	.043	.050
ED. 9	Basketball (8th grade Boys & Girls)	.065	.080	.095
ED. 10	Basketball (7th grade Boys & Girls)	.065	.080	.095
ED. 11	Basketball (5th & 6th - Boys & Girls)	.030	.045	.060
ED. 12	Baseball (High School Boys)	.090	.105	.120
ED. 13	Assistant Baseball (Spring)	.030	.045	.060
ED. 14	Baseball (Summer - High School Boys)	.035	.050	.065
ED. 15	Softball (Summer - High School Girls)	.035	.050	.065
ED. 16	Track (High School Boys)	.090	.105	.120
ED. 17	Track (High School Girls)	.090	.105	.120
ED. 17A	Assistant Track (Boys & Girls)	.030	.045	.060
ED. 18	Jr. High Track (Boys & Girls combined)	.055	.070	.085
ED. 19	Assistant Jr. High Track (Boys & Girls combined)	.025	.040	.055
ED. 20	Golf (High School Boys)	.055	.070	.085
ED. 20A	Jr. High Golf	.030	.045	.060
ED. 20B	Golf (High School Girls)	.055	.070	.085
ED. 21	Cross Country (High School Boys)	.055	.070	.085
ED. 22	Softball (High School Girls)	.090	.105	.120
ED. 23	Assistant Softball (Spring)	.030	.045	.060
ED. 24	Girls Volleyball (Varsity)	.090	.105	.120
ED. 25	Assistant Girls Volleyball (Jr. Varsity)	.050	.065	.080
ED. 26	Assistant Girls Volleyball (Freshman)	.035	.043	.050
ED. 27	Assistant Girls Volleyball (8 <sup>th</sup> Grade Girls)	.040	.055	.070
ED. 28	Assistant Girls Volleyball (7 <sup>th</sup> Grade Girls)	.040	.055	.070
ED. 29	High School Play	.027	.042	.057
ED. 30	Yearbook	.055	.070	.085
ED. 31	School Paper (9 issues)	.025	.040	.055
ED. 32	Spanish Club	.025	.040	.055
ED. 33	Literary Magazine	.012	.027	.042
ED. 34	Librarian	.015	.030	.045
ED. 35	Cheerleader Advisor	.080	.095	.110
ED. 36	Jr. Hi. Cheerleader Advisor	.040	.055	.070
ED. 37	Jr. Class Advisor - Prom, Homecoming	.035	.050	.065
ED. 38	Quiz Bowl Advisor	.012	.027	.042
ED. 39	Science Fair Coordinator	.024	.039	.054
ED. 40	Musical Production	.055	.070	.085
ED. 41	Assistant to Musical Production	.040	.055	.070
ED. 42	Band Director (Summer - 20 days)	*see extended time		
ED. 43	Assistant Band Director	.040	.055	.070
ED. 44	Extra for band which includes: marching band, parades, concerts, etc.	.040	.055	.070
ED. 44A	Extra for chorus	.040	.055	.070
ED. 45	Vocational Ag (Summer-60 Days) includes FFA	*see extended time		
ED. 46	Vocational FCS. (Summer-20 Days) includes FCCLA	*see extended time		
ED. 47	Guidance Counselor (Summer - 20 Days)	*see extended time		
ED. 48	Drivers Education (\$80 per student - driving only)	*see extended time (Bd motion 9/28/98)		
ED. 49	Weight Training	.025	.040	.055
ED. 50	Librarian - 2 weeks extended time	*See extended time		
ED. 51	Majorette Advisor	.025	.040	.055
ED. 52	7th Grade (G) Volleyball	.035 (92/93 school year only due to number of participants)		
ED. 53	8th Grade (G) Volleyball	.035 (92/93 school year only due to number of participants)		
ED. 54	Ticket Takers	\$10/game		
ED. 55	Freshman Class Advisor	.010	.010	.010
ED. 56	Sophomore Class Advisor	.010	.010	.010

Percent index based on \$32,868 salary:		<u>0-2</u>	<u>3-6</u>	<u>7 or more</u>
ED. 57	Senior Class Advisor	.020	.025	.030
ED. 58	Athletic Trainer	.065	.065	.065

\*Extended time - summer months - 20 work days constitutes one month  
 Payment per month - 1/9 of present salary schedule starting base \$32,868 (\$3,652.00)

District Mentor Coordinator - \$1,000  
 Mentor - \$750  
 Entry Year Teacher - \$150