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NEGOTIATED AGREEMENT

BETWEEN

ALLEN EAST BOARD OF EDUCATION

AND

ALLEN EAST EDUCATION ASSOCIATION

EFFECTIVE FOR **THREE** YEARS

JULY 1, 20**11**

THROUGH

JUNE 30, 20**14**

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## ARTICLE I

### RECOGNITION & NEGOTIATIONS PROCEDURE

#### A. PREAMBLE

The Allen East Local Board of Education hereinafter referred to as the “Board” and the Allen East Education Association, hereinafter referred to as the “Association” chartered by the Ohio Education Association, do hereby agree that the welfare of the children of the Allen East Local School District is paramount in the operation of the schools and will be promoted by both parties. The parties, therefore, enter into this Agreement as hereinafter set forth, based on their respective obligations and liabilities.

Because of the above, it is understood and agreed that:

1. The Board of Education, by law, has the final responsibility for establishing policy in the school district.
2. The Superintendent and his staff have the responsibility for implementing the policies established by the Board.
3. The Board and the Association subscribe to the principle that differences should be resolved through negotiations and/or the grievance procedure without interruption to the school program.
4. All referenced “Ohio Revised Code”, “O.R.C.”, and/or “statute” refer to as were written as of December 31, 2010.

This Agreement supersedes any and all previous agreements between the parties hereto and is a final and complete agreement of all negotiated items that are in effect throughout the term of said Agreement.

#### B. BOARD RIGHTS

1. Except as specifically abridged, delegated, granted or modified by a specific and express term of this Agreement, the Board hereby retains and reserves to itself and the administration, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in them by the laws and the constitution of the State of Ohio, including by way of illustration management’s right 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 Board, standards of services, its overall budget, utilization of technology, and organizational structure; hire, assign, direct, schedule, supervise, and evaluate teachers;

maintain and improve the efficiency and effectiveness of school operations; determine the methods, processes, means, and personnel by which school operations are to be conducted; suspend, discipline, demote, or terminate teachers for just cause; lay off, transfer, promote, or retain teachers; determine the adequacy of the work force; determine the overall mission of the school district as an educational unit; effectively manage the work force; take actions to carry out the mission of the school district; determine the instructional hours for pupils; and direct, assign, and schedule pupils.

2. The Board may make decisions in the exercise of its management rights without bargaining with the Association, but the Board is obligated to bargain about the effect(s) of management's decisions on the wages, hours and terms and conditions of employment of teachers.

### C. RECOGNITION OF THE BARGAINING UNIT

1. The Allen Local School District Board of Education (hereinafter the "Board" or "District") recognizes the Allen East Education Association, OEA/NEA-Local (hereinafter the "Association") as the sole and exclusive bargaining representative, for purposes of and as defined in Chapter 4117 of the Ohio Revised Code, for all professional, non-supervisory licensed personnel, both full-time and regular part-time, whether under verbal or written contract, on approved leave of absence, or on reduction in force list(s) with recall rights, who are employed or to be employed by the Board, including by way of illustration only but not limitation, classroom teachers, guidance counselors, in-school tutors paid by the hour, librarians, media specialists, substitutes who are entitled to regular contract status, and department heads.
2. Specifically excluded from the bargaining unit are the Superintendent, Treasurer/CFO, Principals, Assistant Principals, all non-licensed employees and non-licensed employment, other substitute teachers, and all other confidential, supervisory, and management-level employees of the Board, as defined in O.R.C. Ch. 4117.
3. The Athletic Director(s) shall be included in the bargaining unit unless employed on an administrative contract under O.R.C. Section 3119.02 and holding administrative license as provided in O.R.C. Section 4117.01(F)(4). The Association acknowledges that the Board, in its sole discretion, may determine to assign or reassign the duties or position of the Athletic Director(s) to personnel who are included or personnel who are excluded from the bargaining unit.
4. The bargaining unit shall also include any newly created non-supervisory licensed position having a community of interest in wages, hours, and

terms and conditions of employment with teachers in the unit as described above.

D. ASSOCIATION RIGHTS

Exclusive recognition shall entitle the Association to the following organizational rights:

1. Use of School Facility and Equipment

The Association will have the right to use school buildings without cost at reasonable times for meetings. The Association shall schedule meetings through the building principal's office by the same procedure all other activities are scheduled.

The Association building representative will have access to individual school equipment, use of duplicating equipment, calculating machines, and all types of audio-visual equipment, when such equipment is not otherwise in use. Equipment use will be in accordance with school policy. Supplies in connection with such equipment used will be furnished by or paid for by the Association.

2. Purchase of School Supplies:

The Association may purchase supplies and material from the Board's supplies at the price paid by the Board.

3. Dissemination of Information:

The Association or its representatives shall have the right to:

- a. Place an organization identification on the mailboxes of all teachers who are members of the Association, and to place notices, circulars, and other material in all teachers' mailboxes.
- b. Use in the facility of a reasonable amount of space on existing bulletin boards located in the teachers' lounges provided the items displayed are of a professional nature.
- c. Make brief announcements at faculty meetings.

4. Payroll Deduction

The following payroll deductions will be provided at no cost to the professional staff member:

- a. United Teaching Profession dues – Teachers may at any time until September 30 sign and deliver to the Board an authorization form requesting membership dues and assessments of the recognized Association and its affiliates. Such authorization shall continue in effect until such time that said teacher gives written notice to the Treasurer/CFO of the Board to discontinue such deductions or employment with the Board terminates.

Such deduction shall be made in equal amounts, for all individuals so authorizing beginning with the 1<sup>st</sup> paycheck in October and continuing twice monthly through the last contract pay in August (22 pays). All money so deducted shall be remitted to the Treasurer of the Association monthly, accompanied by a list of teachers from whom the deductions are made and the amount for each said teacher.

If a teacher gives written notice to the Treasurer/CFO of the Board to discontinue such deductions, then within forty-eight (48) hours the Board Treasurer/CFO shall provide the Treasurer of the Association the names of said teachers making such request.

5. Personnel Directory

The administration will make available electronically to all professional staff members a directory (listing the names, addresses, listed phone numbers (on file), and job assignments of all employees of the Board) and a Negotiated Agreement (provided by the AEEA). A hard copy of the directory will be provided by the administration upon request. A hard copy of the Negotiated Agreement will be provided by the AEEA upon request.

6. School Board

- a. Meeting Notice and Agenda – The president of the Association will be given a notice and supplied with an agenda of all regular and special Board meetings at the same time they are made available to the Board.
- b. The Association shall have the right to schedule an Association meeting within the context of the day on which the initial orientation and planning meeting are held for professional staff.

7. Association Leave

The Board shall authorize **two representatives plus the Association President** up to a maximum of three (3) total days **each** to represent the

Association in an official capacity without loss of pay per year (September 1<sup>st</sup> through August 31<sup>st</sup>).

8. Rights Under the Law

Nothing contained herein will be construed to restrict or deny any professional staff member's rights they may have under the law.

9. No Reprisal Clause

There will be no reprisals or penalties of any kind taken against or levied upon any professional staff member by reason of his/her membership in the Association or participation in any of its activities.

E. NEGOTIATING PROCEDURE

1. Directing Requests

Requests from the Association for negotiation meetings will be made in writing to the Superintendent or his designated representative. Such requests from the Superintendent or representative of the Board will be made to the President of the Association. Requests for shall contain specific statements as to the reasons for the request.

2. Negotiating Meetings

Following a request for a negotiation meeting, an agreement shall be reached within ten (10) school days as to the time and place of the meeting, and the meeting will be held within fifteen (15) days after the request has been submitted, unless both parties agree to an extension of time. Such meetings shall be conducted following the regular school day. The meetings shall be conducted in executive session only.

3. Representation

The Board or its designated representatives shall meet with the designated representatives of the Association to negotiate in good faith. Representation in the executive session shall be limited to **four** representatives from each the Board and Association and one recording secretary.

4. Areas of Negotiations

Those matters which shall be negotiable are salaries, fringe benefits, or anything that affect teachers' employment.

5. “Good Faith”

Good faith means the obligations of the Board of Education, or its designated representatives, and the representative of the recognized employee organization to meet at reasonable times in an effort to reach agreement upon those matters being bargained, but such obligation shall not compel either party to agree to a proposal or require the making of a concession, but if a proposal is unacceptable to one of the parties, that party should give its reasons or offer counterproposals.

6. Exchange of Information

The Board of Education’s representative agrees to furnish the Association’s negotiation chairman, upon written request and in reasonable time, factual information pertinent to negotiable matters. The Association agrees to furnish to the Board’s representative, upon written request and in reasonable time, factual information pertinent to its proposals.

7. Protocol

No action to coerce, censor, or penalize any negotiating participant shall be made or implied by any other members. Participation shall not, however, provide immunity from normal evaluation or termination of contract for reason.

8. Caucus

The chairman of either group may independently caucus his group at any time. A caucus shall not exceed a two-hour time period.

9. Media Release

During any phase of negotiations, periodic progress reports may be released to the public, provided that any such releases shall have the prior approval of both parties.

10. Schedule of Meetings

Each negotiating meeting shall conclude with the two parties, Board and Association’s representatives, mutually agreeing upon the time and place for the next meeting, unless this action is deferred by agreement.

11. Agreement

As tentative agreement is reached on each item during the negotiating period, the agreement shall be reduced to writing and initialed by each team.

If agreement is reached on matters being negotiated, the tentative agreements reached between the negotiating teams shall be reduced to writing and submitted to the Association for its consideration. If ratified, such written agreement shall be submitted to the Board of Education for its consideration. The Board of Education shall take action at the next regular or special meeting of the Board of Education which shall be not less than seven (7) days from the date of the receipt of the ratified agreement from the Association.

12. Final Agreement

Upon approval by both the Association and the Board of Education, two copies of the total agreement shall be signed by the President of the Board of Education and the President of the Association. Both parties shall retain a signed copy of the final agreement which shall be binding upon both parties.

13. Disagreement

a. Responsibilities – The parties pledge themselves to negotiate in good faith, and in the event of failure to reach agreement, to utilize in good faith such mediatory facilities as are or may be provided.

b. Assistance of a Mediator =

1. If agreement is not reached on matters being negotiated at any time prior to 45 days before the expiration of this agreement, either party may declare impasse and request that an impartial mediator be appointed. The mediator may be selected by agreement between the parties. If agreement on the mediator is not reached within five (5) days after the call of mediation, the Federal Mediation and Conciliation Service shall be requested to appoint a mediator, and the selection shall be in accordance with the rules of the Federal Mediation and Conciliation Service.

2. The Mediator shall have the right to hold meetings with the negotiating parties in seeking to effect a resolution to the disagreements) in accordance with the rules and regulations of the FMCS.

3. The FMCS mediator so obtained shall seek to effect a resolution to the disagreement(s) in accordance with the rules and regulations of the state agency involved. The parties may agree to seek a mediator from another source.
4. In the event the members of the negotiation committees are unable to reach agreement within ten (10) days of the expiration of the existing Agreement, then the Association shall have the right to proceed in accordance with Section 4117.14D(2) of the Ohio Revised Code which states:

“Public employees other than those listed in division (D)(1) of 4117.14 have the right to strike under Chapter 4117 of the Revised Code provided that the employee organization representing the employees has given a ten-day prior written notice of an intent to strike to the public employer and the (SERB); however, the (SERB), at its discretion, may attempt mediation at any time,” and Section 4117.18C of the Ohio Revised Code, which states:

“No public employee shall strike during the term or extended term of a collective bargaining agreement or during the pendency of the settlement procedures set forth in Section 4117.14 of the Revised Code.”
5. The parties have established the procedures set forth in this Article as their mutually agreed upon negotiations dispute resolution procedure.

F. The following definitions apply to this Agreement unless expressly provided otherwise:

1. The “Association” means the Allen East Education Association, its affiliated organizations (National Education Association, “NEA” and Ohio Education Association, “OEA”), and persons acting on behalf of the Association or any affiliated organization.
2. The “Board” means the Allen East Local District Board of Education and its administrators and others authorized to act on its behalf.
3. “Days” means calendar days.
4. “District” means the Allen East Local School District.

5. "Teacher" and "employee" means an employee of the Board in the bargaining unit described in this Agreement.
6. "Immediate supervisor" means the supervisor to whom the teacher directly reports in relation to the subject or issue involved.
7. All referenced "Ohio Revised Code", "O.R.C.", and/or "statute" refer to as were written as of December 31, 2010.

## ARTICLE II

### GRIEVANCE PROCEDURE

#### A. 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 Agreement, or Board policies and procedures.

#### B. 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.
3. To encourage teacher expression regarding conditions that affect him.
4. To improve the understanding of policies which affect teachers.
5. To build confidence in the sincerity of the procedure.

#### C. DEFINITIONS

The term “grievant” or “aggrieved” shall include all members of the bargaining unit, any group of members acting as a class, the Association itself acting on behalf of itself or for any member or group of members of the bargaining unit.

“Days” as used in this procedure shall be any day, Monday through Friday, exclusive of negotiated and/or school observed and/or federally recognized holidays.

“Representation or representative” as provided for in this section shall be: any member of the Association or its affiliates chosen by the aggrieved, except that the aggrieved may not be represented by an officer or employee of any teachers’ organization other than the recognized Association.

D. GENERAL PROVISIONS

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 Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as reasonably possible.

If an administrator fails to hold a meeting or to respond to a grievance by the stated deadline, the teacher is entitled to appeal to the next step.

All written requests, grievances, relief sought, and grievance dispositions as called for in the procedure shall be sent to the receiving party by certified letter or personal service at each step of the procedure. If service is personal service, the individual making such service shall indicate the time and date of service and affix his signature thereto.

A teacher may bring a grievance on behalf of himself and all other teachers similarly situated in the facts and circumstances giving rise to the class grievance are substantially the same for teachers in the class. The Association may bring a grievance on behalf of an individual bargaining unit member, group of members or for any alleged complaint pertaining to rights, power or authority granted by the Master Agreement to the Association.

When the grievant is not represented by the Association, the Association shall have the right at its request to have its representative present, to state the views of the Association and offer testimony at all stages of the grievance procedure. In no case shall the administration bypass the Association representative, once selected by the grievant, and communicate directly with the grievant.

The president of the Association or his designee and the grievant shall receive reasonable prior notice of each meeting held to resolve a grievance formally filed.

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.

Nothing contained herein shall limit or otherwise exclude any grievant from seeking redress from any government agency, regulatory body, or any court of law with jurisdiction to this school district.

No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of participation or use of this grievance procedure.

If a grievance appears to arise from the actions of an authority higher than the immediate supervisor and/or affects a group of members of the Association, it may be submitted at Step II described herein.

If, in the judgment of the Association, a grievance affects a group of teachers, or the Association, the Association may initiate and submit such grievance in writing to the Superintendent directly, and the processing of such grievance shall be commenced at Level II. Class grievances involving more than one supervisor and/or grievances involving the administrator, about the building level, may be filed at Step II. In matters dealing with alleged violations of Association rights, the grievance shall be initiated at Step II.

The Association on its own may continue and submit to arbitration any grievances filed and later dropped by a grievant, provided that the grievance involves the application or interpretation of the Agreement.

Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. Formal hearings held under this procedure shall be structured so that due process under the circumstances is accorded to both sides.

Nothing in this contract shall bind the Association from exercising discretion in resolving to pursue or not to pursue a grievance at any level.

A grievance may be withdrawn at any level with prejudice but without record.

The Board, the administration, and the Association will cooperate with the investigation of any grievance and further, the parties will furnish each other such information as is requested for the processing of any grievance.

The non-renewal of a teacher shall not be the subject of a grievance.

E. 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.

F. FORMAL PROCEDURES

STEP I

No later than ten (10) 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 Building Representative.

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. If such disposition is not timely filed, the grievance shall be sustained.

STEP II

If the grievant is not satisfied, 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) days of the receipt of the disposition at STEP I. 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.

STEP III

If the grievant is not satisfied with the disposition made by the Superintendent, the grievant and/or Association representative shall initiate STEP III by completing a proper Grievance Report Form and submitting the same to the Board by filing a copy with the Treasurer/CFO of the Board and the Superintendent within five (5) days of the receipt of the disposition at Step II. The Board, at its next regularly scheduled meeting or within two (2) weeks of the filing of the appeal, shall meet with the grievant and/or the Association representative, and the Superintendent or his designee, to review such

grievance or by mutual agreement, may submit it to Step IV. Thereafter, the Board shall make disposition in writing within seven (7) days of the meeting period. A notification of such disposition shall be furnished to the grievant, the Association and the Superintendent.

#### STEP IV

If the aggrieved person is not satisfied with the disposition of his grievance at Level III on a grievance alleging a violation, misinterpretation or misapplication of this Agreement, he may, within five (5) days, request in writing that the Association submit his grievance to binding arbitration by an outside arbitrator in accordance with the Rules of the American Arbitration Association.

The Association shall, within five (5) days after receipt, review the grievance and the answer and, if it desires, advise in writing the Superintendent of its desire to proceed to arbitration.

Within five (5) days after the Superintendent's receipt of the request for arbitration, representatives of the Board and the Association shall meet to select an arbitrator. If they are unable to agree on an arbitrator, the parties shall jointly petition the American Arbitration Association for a list of seven (7) names from which the arbitrator shall be selected by the alternate strike method. Either party shall be entitled to request a second list.

Once the arbitrator has been selected, he shall conduct a hearing on the grievance in accordance with the rules and regulations of the American Arbitration Association.

The arbitrator shall have authority to consider only a single grievance or several grievances involving a common question of interpretation or application.

The arbitrator shall hold the necessary hearing promptly and issue the decision within thirty (30) days or such time as may be agreed upon. Decisions shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding on the Board, the Administration, and the Association and the grievant(s).

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement, nor add to, detract from or modify the language therein in arriving at a determination of any issues presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him or to submit observations or declarations of opinion which are not directly essential in reaching the determination.

The arbitrator shall in no way interfere with management prerogatives involving the Board's discretion, nor limit or interfere in any way with the powers, duties and responsibilities of the Board under its policies, applicable law, and rules and regulations having the force and effect of law.

Costs for services of the arbitrator, including per diem expense, if any, and necessary travel and subsistence expenses, shall be borne equally by both parties.

G. SCOPE OF GRIEVANCE APPLICATION

This grievance procedure governs all members of the bargaining unit of the school district.

H. PROFESSIONAL RIGHTS PROVISIONS

No reprisals of any kind will be taken by either party or by any member of the administration against any party in interest, any school representative, any Association representative or any participant in the grievance procedure by reason of such participation.

I. MISCELLANEOUS GRIEVANCE PROCEDURE

1. So that the grievance can be processed as rapidly as possible, time limits at each level should be considered as a maximum and every effort should be made to expedite the process. Time limits may be extended by mutual consent.
2. In the event a grievance is filed or being processed on or after June 1, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.
3. If the Association decides at any level of the grievance procedure that a grievance is without merit or that an equitable answer has been given to the aggrieved person, it may withdraw its support. The aggrieved person may always seek, individually, further satisfaction of his grievance through normal administrative channels. He may not be represented by any other organization or group at any time.
4. Every effort will be made to avoid interruption of classroom activities unless the school administration so authorizes, and to avoid the involvement of students in all phases of the grievance procedure.

J. EXCLUSIVITY OF THE GRIEVANCE PROCEDURE

The procedures contained in this Article constitute the sole and exclusive method of considering the redressing of grievances arising during the life of this Agreement and any extensions thereof. It is expressly understood and agreed that neither the Association nor any teacher shall engage in actions which are not expressly provided for in the grievance procedure such as the initiation of litigation or charges with a state or federal agency in connection with any dispute which is or could have been a matter presented as a grievance within this grievance procedure. It is further understood and agreed that a decision at any level of the grievance procedure that is mutually acceptable to the Association and the Board's representative shall be final and binding upon the grievant, the Association, the Administration and the Board.

It is further understood that the parties individually and collectively agree that there will be no interruption or cessation of work in connection with a dispute arising under this Agreement.

GRIEVANCE PROCEDURE FORM

Level\_\_\_\_\_

Aggrieved Person, Persons, and/or Association\_\_\_\_\_

Address\_\_\_\_\_Phone\_\_\_\_\_

School\_\_\_\_\_Principal\_\_\_\_\_

Date Grievance Occurred\_\_\_\_\_Date of Formal Filing\_\_\_\_\_

Person or Persons to Whom Grievance is Directed\_\_\_\_\_

\_\_\_\_\_Initiated on Level\_\_\_\_\_

**STATEMENT OF GRIEVANCE:** (Give the specific language and specific source of the Master Contract, Board of Education Policies, administrative rules and regulations, past practice or fair treatment that have been misinterpreted, violated, misapplied, or infringed upon.)

**ACTION REQUESTED:**

Have you discussed this with your immediate supervisor? \_\_\_ Yes \_\_\_ No

\_\_\_\_\_  
Grievant

GRIEVANCE DECISIONS

LEVEL ONE (Formal) Decision & Reasons Therefore

Date \_\_\_\_\_ Signature \_\_\_\_\_  
Administrative Representative  
Signature \_\_\_\_\_  
Aggrieved and/or Association Representative

LEVEL TWO (Formal) Decision & Reasons Therefore

Date \_\_\_\_\_ Signature \_\_\_\_\_  
Administrative Representative  
Signature \_\_\_\_\_  
Aggrieved and/or Association Representative\*

LEVEL THREE (Formal) Decision & Reasons Therefore

Date \_\_\_\_\_ Signature \_\_\_\_\_  
Administrative Representative  
Signature \_\_\_\_\_  
Aggrieved and/or Association Representative\*

WHERE DECISION REQUIRES ADDITIONAL SPACE, ATTACH PAGES AS NECESSARY.

\*Signature of the aggrieved and/or Association representative indicates only receipt and not necessarily agreement with the decision.

## ARTICLE III

### EMPLOYMENT PRACTICES

#### A. VACANT POSITIONS

All new or vacant staff positions will be posted electronically on the school website for seven (7) calendar days prior to the beginning of the selection process for the open position(s).

#### B. EVALUATION

A competent staff is the essential element of a good, effective educational system; so it is that personnel evaluation should be a positive and objective process oriented toward professional growth. It is imperative to remember that the purpose of evaluation is not to prove incompetence, but to improve and enlarge the scope of professional skills of the individual staff member and to improve the working relationships between the instructional and administrative staff, thus providing an ever growing, ever improving educational system from which students will benefit.

The principal shall acquaint teachers with district performance expectations, procedures for observation and supervision, evaluation and school district forms to be used in the evaluation process.

All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

No teacher shall be evaluated on his/her classroom performance except after fair and reasonable observations of the classroom work of the teacher by the principal charged with the responsibility of evaluating that teacher.

Teachers shall not be formally observed for the purpose of written appraisal on the day before or after a recess, on the day after an absence due to illness, on Staff Development released-time days, or on the first or last day of a marking period.

Specific criticisms other than formal evaluation of a teacher made for the first time by a given observer may be written, dated and signed by the observer and the teacher, but will be considered informal and will not be kept in the teacher's personnel file.

All teachers new to the Allen East Schools will be formally evaluated by their principal, have an evaluation conference, and receive a copy of the properly signed evaluation report prior to December 15<sup>th</sup>.

All teachers on limited contract which expire in the current year except new teachers covered above will be formally evaluated by their principal, have an evaluation conference, and receive a copy of the properly signed evaluation report prior to January 20<sup>th</sup>.

All teachers whose contracts expire in the current year will be evaluated the second time by their principal, have an evaluation conference, and receive a copy of the properly signed evaluation report prior to April 1<sup>st</sup>.

All teachers whose contracts will not expire in the current year will be evaluated by the principal, have an evaluation conference, and receive a copy of the properly signed evaluation report prior to May 1.

Each observation will be for a full class period, or of sufficient length in the subject area concerned in order to watch the complete development of the lesson. Within five (5) days of the formal appraisal, the evaluator shall personally give a copy of the written appraisal to the teacher being appraised and a conference shall be held between the evaluator and the teacher being appraised in order to discuss the teaching performance appraised and to discuss any questions arising from the observation. Deadlines will be reasonably modified if school is closed due to weather or other calamities. The principal shall acknowledge the strengths, as well as the deficiencies, if any, and shall note all data used in support of the conclusions made by the evaluator. The evaluator shall take into consideration and note in writing any circumstances which may adversely affect a teacher's performance such as class size, special learning disabilities students, or physical facilities, lack of preparation, inability to maintain discipline, and any other matters which the evaluator deems relevant. Student test results shall not be used as the sole criteria in evaluating teachers.

All criticisms shall be supported with specific, written comments pertaining to direct observations by the observer. Professional judgment shall be made based on observable and/or measurable outcomes of the teaching/learning process. Should deficiencies be recorded in the evaluation of a teacher, the evaluating principal or superintendent shall provide the teacher with specific, reasonable, written recommendations for improvement and shall provide positive assistance and resources necessary to implement the recommendations. The teacher will have adequate access to these resources and a reasonable period of time in which to make corrections or improvements of the noted deficiencies.

A teacher by his/her signature on the file copy of the written appraisal report shall acknowledge that he/she has reviewed and discussed the appraisal with the appraiser and it is not to be construed as an endorsement of the contents of the document.

The teacher shall have the right to indicate those evaluative documents in the personnel file which he/she believes are obsolete or otherwise inappropriate to retain. After a joint review with the superintendent or his designee, materials deemed obsolete should be destroyed. Disputes over the retention of such documents are grievable through Level IV, with such grievances to begin at Level II.

No material derogatory to a teacher's conduct, service, character, or personality shall be placed in his/her personnel file unless the teacher has had an opportunity to review the material. The teacher will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the expressed understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written response or rebuttal to such material and his/her rebuttal will be reviewed by the appropriate personnel administrator at which time the administrative officer shall expunge the record of the disputed contents or include the response-rebuttal as part of the record pursuant to ORC 1347 and related sections of the Ohio Revised Code.

There shall be only one personnel file maintained for each teacher. The Board of Education agrees to protect the confidentiality of the personnel file to the extent of the law.

No teacher shall be criticized or otherwise threatened in the appraisal procedure on the basis of that teacher's verbal expression of dissent in regard to the appraiser's academic, administrative or professional decision, provided the teacher's verbal dissent has been expressed in an ethical and professional manner. Likewise, an appraiser shall have the right to express dissent regarding the teacher's professional and academic decisions provided the dissent is expressed in an ethical and professional manner.

Grievances based on the application of these appraisal procedures shall not apply to evaluation reports entered into the personnel file prior to September 1, 1980.

This Section (B) of Article III completely supersedes and replaces R.C. 3319.111 in its entirety.

### C. REEMPLOYMENT

The retirement of an individual employee does not automatically qualify the individual for a retire/rehire contact with the Allen East Board of Education. All retire/rehire contracts will be awarded on an individual and annual basis at the discretion of the Allen East Board of Education.

A teacher reemployed by the Allen East Board of Education will be paid at the five-year experience step for their current educational degree level. If the retired teacher is reemployed in subsequent years, he will remain at the five-year step, but will receive the benefit of any negotiated base salary increase.

A retired teacher reemployed on a part-time basis will be paid a pro-rated salary based on a full work day being seven hour and thirty minutes.

The reemployed teacher's contract will be a one-year limited contract automatically expiring at the end of each school year. Said contract will be exempt from ORC 3319.11 and 3319.111.

The full-time reemployed teacher will be eligible for all board paid fringe benefits as defined in the master contract. A part-time reemployed teacher will not be eligible for any board paid fringe benefits if their said employment is less than 50% of the above mentioned seven hours and thirty minutes. Those reemployed between 51% and 99% of the above mentioned seven hours and thirty minutes will receive pro-rated benefits.

Retirement constitutes a break in service with the Allen East Local School District for the purpose of severance pay. The reemployed teacher will not receive a second severance package upon separation from the District for a final time. Accumulated sick leave between the 200 and 240 days maximum, as stated in the current severance agreement, may be carried forward. Additional sick days will be accumulated based on the ORC; however, no reimbursement for any of these days will be made upon final separation from the District.

A reemployed teacher will not maintain their seniority position for the purpose of any RIF for financial reasons. The Allen East Board of Education has no obligation to reemploy the individual beyond the first reemployed contract.

Supplemental positions held by the reemployed teacher will be considered filled by a certified full-time employee.

## ARTICLE IV

### CONTRACT RENEWAL AND TERMINATION

#### A. NON-RENEWAL OF CONTRACT

Contracts to be non-renewed shall be done in accordance with Section 3319.11 of the Ohio Revised Code. However, the evaluation procedure shall follow Article III, B, not R.C. 3319.111.

#### B. TERMINATION OF CONTRACT

The termination of a contract during the term of such contract, shall be only for those grounds as set forth in Section 3319.16, Ohio Revised Code. The procedures for termination of a contract shall be as prescribed by Section 3319.16.

#### C. REDUCTION IN FORCE

1. 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, resign or whose limited contracts are not renewed for reasons other than reduction in force.
2. Reasons for Reductions – To the extent that reductions are not achieved through attrition or the non-renewal of limited contracts for reasons other than reduction in force, and when by reason of decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, by reason of suspension of schools territorial changes affecting the district or a substantial decrease in revenues from sources outside the control of the Board of Education, the Board of Education decides that it will be necessary to reduce the number of teachers, it may make a reasonable reduction in accordance with the provisions of Ohio Revised Code, Section 3319.17 and more specifically as follows:

Suspension of teaching contracts pursuant to the provisions below for purpose of staff reduction due to financial reasons shall occur only at the end of one school year or prior to the start of the next school year.

3. Suspension – Renewal Suspension – If staff reduction is deemed necessary for any of the above reasons and all other provisions of this section have been fulfilled, then the reduction shall be made as follows:

Reductions shall be made by suspension of continuing or existing limited contracts and/or renewal suspension of expiring limited contracts. Those contracts to be suspended and/or renewed suspended will be chosen as follows:

a. Seniority

All members of the bargaining unit will be placed on a seniority list for each teaching field for which they are properly certificated. Teachers serving under 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.

Seniority will be defined as the length of continuous service as a certificated employee under regular contract in this district beginning with the first date the teacher reported for duties.

Continuous employment shall include all time on sick leave, all time on Board approved leave of absence, all time on military leave of absence, all time on disability retirement to a maximum of five years, and all time during suspension if the teacher is reinstated. Except for absence due to sick leave, Board approved leaves of absence will not interrupt seniority, but the time spent on such a leave shall not count toward seniority.

Full or part-time certified teachers, part of whose continuous service has included part-time service to the district shall be credited with a pro-rated share of seniority computed by dividing the days of service by the number of days or regular service required of a full-time certified teacher.

If two or more teachers have the same length of continuous service, seniority will be determined by:

- the date of the Board meeting at which the teacher was hired, and then by;
- the date the teacher signed his/her initial employment contract in the district, and then;
- the number of accumulated days of substitute or part-time teaching service in the district not previously counted as continuous employment, and then;
- any remaining ties will be broken by lot.

Seniority shall be lost when a teacher resigns or retires. Disputes over a staff member(s) seniority shall be subject to the provisions of the grievance procedure.

b. Least Senior Reduced

Reductions in a teaching field will be made by selecting the lowest person on the seniority list for that area of certification who is currently assigned to a position in that teaching field. A teacher so affected may elect to displace a teacher who holds a lower position on a seniority list for another area of certification. Any such election must be made within ten (10) days of the time the teacher is notified he/she will be affected.

c. Other Factors

Factors other than seniority may be used to determine those affected by a reduction in force if the Superintendent is able to clearly demonstrate that the use of some other factor is necessary to achieve an educational goal that could not be met by strict adherence to seniority.

4. Notice of Intent to Reduce Staff/conference/Hearing. When staff reduction is necessary, the Superintendent shall give notice of the intent to recommend the suspension and/or renewal suspension of contracts to all teachers so affected and to the Association at the earliest practicable time, but not later than April 2 or thirteen (13) days prior to Board action to reduce staff whichever comes first. The Association and each teacher whose contract is to be suspended (or renewed-suspended) under provisions of this section shall receive a copy of the entire seniority list at the time of notification of suspension or renewal suspension.

Each professional staff member so notified shall, upon request, be entitled to a conference with the Superintendent or his designated representative as to the reasons for such reduction. Such conference will be scheduled with five (5) days of receipt of notice of the Superintendent's intent to recommend such reduction to the Board. Each such staff member may be accompanied or represented by a person of their own choosing. Within ten (10) days after said conference, any affected staff member or the Association may file with the Treasurer/CFO of the Board of Education a written request for a review before the Board at its next regular meeting.

All Board reviews will be held in executive session and limited to the following personnel: Board of Education members, Treasurer/CFO, Superintendent, Principals, the teacher subject to non-renewal, and one representative of the teacher's choosing.

5. Employee Rights While on Reduction The above section shall not diminish or void any right or privileges provided staff members in any state or federal law.

Staff members whose contracts are suspended (or renewed-suspended) under the terms of this section are to be considered as being reduced in force and awaiting recall and not as being terminated with the system.

Teachers on the recall list will have the following rights:

Staff member(s) on reduction are to be recalled in the order of the seniority and tenure status when vacancies become available for which they are or have become qualified.

- a. First recall shall be of qualified (properly certified) tenured teachers in order of seniority.
  - b. If vacancies cannot be filled by such tenured teachers, then qualified non-tenured teachers shall be recalled in order of seniority.
  - c. The recall list for those staff on limited contracts shall be maintained for a period of three years. Thereafter, a limited contract employee on reduction shall lose his/her right to recall.
  - d. While a reduction continues, no substitute staff member(s) or any other person new to the system will be hired except where:
    - i. There are no staff member(s) on layoff qualified to fill a vacant position or who become qualified by retraining, or
    - ii. All qualified staff member(s) on layoff decline the offer to fill the vacancy.
  - e. Reduced staff members may choose to continue participation in any or all of the group insurance plans available to regular employees by remitting the premiums to the Treasurer/CFO of the Board of Education. Such remittance shall not be required more than thirty (30) days in advance. Such employees will be informed of the premium due date and such premium payment must be received by the Treasurer/CFO at least one (1) week prior to the insurance company billing date.
6. Notification of Recall – It shall be the responsibility of each teacher to notify the Board of any change of address or change in certification.

The Board shall give written notice of an offer of re-employment by sending a registered or certified letter to the Association and to all qualified said teachers at their last known address. Such notification shall also contain the seniority list for the areas of certification being recalled. Any senior eligible teacher that fails to accept the offer of re-employment in writing within fifteen (15) calendar days, excluding Saturdays, Sundays and holidays, or within five (5) days if the offer is delivered within ten (10) days prior to the start of a school year or semester, from the date said offer is delivered at the last known address of the teacher, shall be considered to have rejected said offer, and shall be removed from the reduction in force list. The most senior of those responding will be given the vacant position.

7. Status Upon Recall – A teacher on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority as he enjoyed at the time of layoff. Such teacher shall be credited with additional sick leave, if any, and be placed on the salary schedule in accordance with their respective training and experience at the time of recall.

The Board shall not contract out any work previously performed by staff member(s) in the bargaining unit unless where mutually agreed upon by the parties after due notice and consultation with the Association.

8. Transfers Due to Reduction in Force – When personnel must be transferred as a result of a reduction in force at the particular grade level or class, the Superintendent shall notify all teachers the necessary reductions by position, grade level and building.

The Superintendent will encourage the necessary transfers on a voluntary basis. If this cannot be accomplished, the teachers of the department(s) or grade level(s) affected by the reduction shall be transferred on the basis of the number of years of service in the school system. The teacher with the shortest service in the school system shall be transferred first.

#### Examples

- a. If there is to be a reduction in the number of fourth grade teachers. The teacher to be transferred is the fourth grade teacher with the least number of years of experience in the school district.
- b. If there is to be a reduction in the number of teachers in biology (physics, typing, etc.). The teacher to be transferred is the biology teacher with the least number of years of experience in the school district. If this teacher has other science licensure, he has precedence for another science position (covered by his license) in

the building if he has more experience in the school district than the teacher filling the other science position in the building.

Except in unusual and/or emergency circumstances, the teacher(s) to be transferred involuntarily shall be informed prior to the end of the school year, or at the same time as other teachers are informed of their tentative assignments for the ensuing school year whichever comes first.

The teacher(s) to be transferred may schedule a conference concerning the transfer with the Superintendent at any time.

Any teacher subject to involuntary transfer due to a reduction in force who does not wish to be transferred, will have the option of being placed on the recall list or being transferred. When during such reduction in force, more individuals select voluntary recall than would be required for appropriate staffing purposes, those with greatest seniority shall have first option at selecting voluntary recall.

D. ELIGIBILITY FOR CONTINUING CONTRACT

Teachers shall be eligible for continuing contract status in accordance with O.R.C. 3319.11, provided that no teacher shall be deemed eligible for a continuing contract nor be deemed employed on a continuing contract by operation of law unless the Ohio Department of Education issues a professional, permanent, or life teaching certificate or professional license to that teacher before April 1 of the year in which the teacher's limited contract is to expire and the teacher files a copy of such certificate with the Superintendent by April 1.

A teacher who does not file an upgraded license before April 1 but who expects to receive an upgraded license before the following April 1 has the right to request that the Board re-employ him or her on a one-year limited contract rather than a longer contract, in order to be considered for tenure the following year, if he or she becomes eligible. Such a one-year contract shall not be considered to be a "probationary" contract under O.R.C. 3319.11.

## ARTICLE V

### LEAVES OF ABSENCE

Request for Leave Forms shall be made available electronically on the AELSD website

#### A. SICK LEAVE

##### 1. Advance of Sick Leave

A maximum of five (5) days of sick leave which has not yet actually been earned shall be advanced to all new regular employees and all old employees who have exhausted all the sick leave they have earned. The Treasurer/CFO shall automatically advance days as required for the absence of an employee which qualifies as sick leave. The advancement shall be limited to a maximum of five (5) days advanced during any one school year.

Such advancement is charged against the sick leave the employee subsequently accumulates.

##### 2. Accumulation of Sick Leave

Professional personnel will earn sick leave at the rate of 1 and  $\frac{1}{4}$  days per month which is 15 days annually accumulative to 240 days.

##### 3. Use of Sick Leave – Personal

Professional personnel may use sick leave for absences due to personal illness, injury which requires medical attention, pregnancy, or exposure to a contagious disease which could be communicated to other employees or to students.

##### 4. Use of Sick Leave – Immediate Family

Sick leave may also be used for illness or injury which requires medical attention to someone in the employee's immediate family. In this section, employee's immediate family is defined to include father, mother, father-in-law, mother-in-law, brother, sister, husband, wife, child, or any other relative living under the employee's roof. Sick leave may be used to spend time with a spouse or child in active military duty.

##### 5. Use of Sick Leave – Death in the Immediate Family

Sick leave may also be used for death in the employee's immediate family. In this section immediate family is defined to include all relatives

listed in Section 4, plus grandmother, grandfather, brother-in-law, sister-in-law.

6. Bereavement Leave – Mother, Father, Spouse or Child (Step)

The Board provides three (3) days of bereavement leave, separate from sick leave or personal days, for the death of a mother, father, spouse or child (step), brother, sister, grandchild, son-in-law, daughter-in-law, mother-in-law, or father-in-law of the employee.

7. Limitations

- a. Professional employees shall limit use of leave under Section 4 and 5 to only those days when absence from duty is required because of personal responsibilities and/or personal bereavement.
- b. All absence which qualifies for sick leave will be deducted from sick leave. Personal days may not be used as an alternate for sick leave.
- c. All sick leaves requests are subject to the approval of the Superintendent.

8. Requests

- a. Professional staff shall notify his/her principal or designee of any absences as soon as possible so that appropriate arrangements can be made to secure a substitute. Except in emergency situations, lesson plans from the teaching staff must be available to the substitute.
- b. On the first day following the absence the employee is required to furnish a written, signed statement justifying the use of sick leaves including the name and address of the attending physician if medical attention was required.
- c. The employee bears full responsibility for requesting this form from his/her principal or supervisor, completing the form, and submitting the form to his/her principal or supervisor in person on the first day they are both on duty.

- d. Falsification of this statement is grounds for suspension or termination of employment as provided in Section 3319.081 and 3319.16 O.R.C.
- e. Failure to submit this statement within a timely fashion will result in an unauthorized absence and will result in a reduction in pay for the days in question until the appropriate form is properly completed and submitted.

9. Sick Leave Bank

When in the judgment of a teacher's physician, the teacher will exhaust all of his/her accumulated sick leave for the remainder of the school year due to catastrophic illness or injury of a teacher and/or his/her immediate family and additional days are still needed, then he/she may request from the Allen East Education Association that additional days be transferred from other teachers' accumulated sick leave on a voluntary basis. The Association President and the Treasurer/CFO of the Board shall establish a procedure for the transfer.

These additional limitations will apply to this paragraph:

- 1. Donations from a teacher must be in units of one (1).
- 2. It cannot be used if the teacher has applied for and been granted disability leave.
- 3. No more days can be given than needed by the teacher to serve the regular school year.
- 4. The teacher must exhaust his/her own sick leave first.
- 5. The teacher who is using donated sick leave will not earn additional sick leave while receiving the donated days.

B. CHILD CARE LEAVE

A leave of absence shall be granted to a teacher without pay for the purpose of raising his/her natural or adopted child. Such leave shall normally be for no more than one full semester.

C. PATERNITY & MATERNITY LEAVE

A teacher shall be granted one (1) day of absence on the day of the birth of his/her child and he/she shall be granted a day when the mother and/or the child leave the hospital that shall not be deducted from sick leave.

D. PROFESSIONAL LEAVE

1. Request for Leave

Professional staff members may attend professional meetings, conferences, or visitations which provide the opportunity to advance professionally.

Professional staff members who attend such meetings or conferences shall be considered assigned to duty with full payment of salary and benefits. Such approved leave will not be deducted from accrued or earned sick leave or personal leave.

Request for professional leaves shall be submitted in writing on forms which shall be available to all professional staff at the Principal's or Superintendent's offices. Requests shall be initiated at the Principal's Office at least 30 days prior to the request leave. After consideration, the Principal will forward the request to the Superintendent. The Superintendent may approve requests for one-day meetings. However, when the absence of the Principal causes the untimely filing of a professional leave form, the form may be submitted directly to the Superintendent.

Exception to the 30-day advance notice may be allowed if the staff member can demonstrate they did not receive adequate advance notice.

Request forms must be filled out in detail and be complete. Incomplete forms will be promptly returned to the staff member requesting the leave and will not be considered until they are completed and returned.

2. Reimbursement Requests

Reimbursement will be paid for the necessary and reasonable expenses of:

- a. Use of privately-owned automobile on a cents per mile basis at the rate annually adopted by the Board for up to 500 miles of travel.
- b. Commercial carrier fare which is supported by receipts.
- c. Meals and lodging necessary and actual expenditures as supported by receipts up to the limit annually adopted by the Board.
- d. Miscellaneous expenses such as tour and ferry fares, bridge, highway and tunnel tolls, telephone calls, conference registration

and the expense necessary to the conduct of official school district business which is supported by receipts.

- e. Reimbursement forms must be submitted to the Superintendent within 30 days following the leave and must have a typed report attached giving an evaluation of the meeting or visitation.
- f. Should the leave be disapproved solely for cost reasons, the teacher requesting said leave may take the leave without loss of pay or any benefits, but must bear any other costs of said leave excluding the cost of the substitute, if any.

E. PERSONAL LEAVE

- a. Each staff member shall be authorized three (3) days annually. Such leave shall be granted up to nine (9) staff members daily upon filing the approved personal leave request form to the superintendent or his designee seventy-two (72) hours in advance unless an emergency should arise which requires shorter notice. Personal leave days shall not be deducted from sick leave or any other leave. Personal leave cannot be used the first or last week of school or to extend a holiday.
- b. The Board will reimburse an employee \$50 for each day that is not used, up to \$150. Reimbursement will be given prior to August 1.

F. ASSAULT LEAVE

- 1. "Assault" means the causing of or attempt to cause physical harm to a teacher by any person when the teacher charges such person with an offense prohibited by Title Twenty-Nine (29) of the Ohio Revised Code.
- 2. Pursuant to and in accordance with Section 3319.143 of the Ohio Revised Code, assault leave shall be granted to a teacher who: (1) is unable to work and, therefore, is absent from his/her assigned duties because of physical injury resulting from an assault and battery which is clearly unprovoked, and (2) files criminal charges against his/her assailant as soon as he or she is physically able. Assault leave shall not be charged against sick leave earned under Section 3319.141 of the Ohio Revised Code. The teacher shall be granted the aforementioned assault leave and shall be maintained on full pay status, up to a maximum of thirty (30) working days, for absence resulting from an assault.
- 3. A teacher shall be granted assault leave according to the following rules:

- a. The incident resulting in the absence of the teacher must have occurred during the course of employment with the Board while on the Board premises or at a Board approved or sponsored activity/event or in the course of transporting pupils or material to or from said premises, activity or event; provided, however, that a teacher may also qualify in the case of an off-premises assault by clearly establishing that the assault had a direct and immediate connection with an occurrence in the teacher's performance of his or her job duties.
- b. Upon notice to the principal or Superintendent that an assault upon a teacher has been committed, a teacher having information relating to such assault shall, as soon as possible, prepare a written statement embracing all facts within the teacher's knowledge regarding said assault, sign said statement, and present it to the building principal or Superintendent.
- c. To qualify for assault leave the teacher shall furnish a certificate from a medical doctor, stating the nature of the disability and its likely duration, if requested by the Superintendent. The Superintendent may require a medical doctor's statement justifying the continuation of the leave. The Board may require an exam by a physician of its choice, at Board expense.
- d. A teacher shall not qualify for payment of assault leave until the Assault Leave Form and any requested physician's statement have been submitted to the Superintendent.
- e. Teachers shall not be permitted to accrue assault leave.
- f. Payment for assault leave shall be at the assaulted teacher's rate of pay in effect at the time of the assault.
- g. Payment under this Article shall constitute the teacher's entire compensation from the Board during the period of physical disability and shall be in lieu of any payments under Chapter 4123 (Workers' Compensation) of the Ohio Revised Code except to the extent the assault disability exceeds the days allowable under paragraph (2) above.

G. SABBATICAL LEAVE

1. A teacher who has completed five years of service for the Board may apply for a leave of absence in accordance with this Article for purposes of professional improvement. Teachers requesting such leave must submit with their applications a detailed plan for professional growth, including the

proposed course of study and its value to the applicant, pupils of the teacher, and the District generally. The application and plan must be submitted by March 1 for the next school year. The Board shall act on the application and notify the teacher of its action by April 30 or as soon thereafter as possible.

2. The Board may not approve sabbatical leaves for more than five percent (5%) of the bargaining unit for the same semester or school year. Applications shall be approved for one semester or one school year only.
3. A teacher on sabbatical leave may continue to participate in group insurance by paying the insurance premiums to the Treasurer/CFO on a timely basis. The Board shall pay a partial salary to a teacher on an approved sabbatical leave equal to but not to exceed the difference, if any, between the teacher's regular contract salary and the replacement teacher's salary.
4. The Board shall not grant a sabbatical leave to the same teacher more often than once in five years of service to the District.
5. Within sixty (60) days after the expiration of the leave, the teacher must make a written report to the Superintendent detailing the use and accomplishments of the leave. If the leave was for graduate study, the teacher must also present to the Superintendent a copy of the college or university transcript. The teacher must teach in the District for at least one year following expiration of the leave, unless the teacher has completed 25 years of teaching service in Ohio prior to the beginning of the leave.
6. A teacher on an approved sabbatical leave shall not earn sick leave, personal leave or service credit on the salary increment while on leave. The leave shall not constitute a break in service and the teacher upon return shall resume the sick leave, personal leave, and service credit which the teacher had accumulated immediately prior to beginning the leave.

#### H. FAMILY LEAVE

A teacher may use unpaid family leave for the purposes and conditions set forth in the federal Family and Medical Leave Act of 1993. Request is to be made to the Superintendent in writing.

## ARTICLE VI

### PROFESSIONAL COMPENSATION

#### A. REGULAR TEACHING SALARIES

1. The Board shall pay full-time teachers an annual salary as set forth in attached salary schedules.

2011-2012: 0% on the base with a step

2012-2013: 0% On the base with a step beginning on  
February 1, 2013.

2013-2014: 0% on the base with no step. Step will not be made up.

2. A teacher shall advance on the salary schedule by accruing years of continuous service in the District under a full-time teaching contract. A teacher shall receive credit for a "school year" if he or she has actually worked as a full-time regular teacher for the Board for at least 120 school days in that school year. If a newly hired teacher previously has worked as a full-time regular teacher for one or more school years for the Board or for any other school for which the Ohio Department of Education recognizes services credit, the Board shall credit those years' service for placement on the salary schedule in this District for up to a total of ten years. Over ten (10) years, not to exceed fifteen (15) years of experience can be granted based on the discretion of the Board of Education.

#### B. INSURANCE FRINGE BENEFITS

##### 1. Eligibility & General Provisions

- a. An employee is eligible for the fringe benefits provided herein if he or she is an active, regular employee under contract with the Board who has filed the necessary papers with the Treasurer/CFO. The Board's share of the premium shall be prorated in a direct ratio of the percent of time employed to full-time employment (i.e. ½ time teacher receives 50% Board's share of premium).
- b. Group insurance coverage shall become effective on the teacher's first day on the active payroll and shall continue, if the teacher has applied for and is eligible for coverage, to the end of the month in which the teacher's separation from employment is effective; provided, however, that teachers whose limited contracts are non-renewed shall continue with group insurance coverage so long as they are on the active payroll. Insurance coverage shall continue in effect while a teacher is on paid leave. When a teacher is on an unpaid leave, the teacher may participate in group insurance

coverage by paying the monthly premium to the Treasurer/CFO in advance. Such remittance shall not be required more than thirty (30) days in advance. A teacher who is separated from employment may participate in group insurance in accordance with state and federal law.

2. Major Medical

The Board may select and change the benefit plan(s)\*. ~~The cost to the Board will be applied to the least costly plan offered by the Board. If more than one plan is offered, the employees may enroll in a higher cost plan but the Board's contribution to the cost will be the same dollar amount paid by the Board for single or family coverage for the least costly plan offered.~~ The plan(s) offered would be the same plan(s) offered to other employees and administrators in the District.

An employee enrolled in ~~any of the consortium/Board offered~~ health benefit plans shall pay ~~15% of the monthly premium while the Board pays 85% of the monthly premium. for enrollment in the least costly plan offered by the Board:~~

~~2008-2009 Family \$90.00 / Single \$50.00~~  
~~2009-2010 Family \$95.00 / Single \$55.00~~  
~~2010-2011 Family \$100.00 / Single \$60.00~~

Where more than one spouse is employed by the Board, the Board will pay 100% of the cost of two (2) single plans or, if there are other dependents, 100% of the cost for one family plan ~~of the least costly plan offered by the Board.~~

\*Prior to the selection or change of the benefit plan(s), the District Insurance Committee must review the proposed selection or change. This Committee shall be comprised of two (2) Board of Education Members, two (2) AEEA representatives, two (2) OAPSE #558 representatives, two (2) administrators and the District Treasurer/CFO. The Committee is to give the Allen East Board of Education a recommendation on the proposed selection or change by a three-fourths (3/4ths) vote.

3. Life Insurance

The Board shall purchase from any carrier licensed by the State of Ohio, group term life insurance for each member of the bargaining unit now or hereafter employed in the amount of \$43,500.00.

Such insurance shall include provisions for double indemnity in the case of accidental death; disability coverage benefit, and conversion privilege, as well as guaranteed insurability.

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

The Board shall allow individual members of the bargaining unit 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.

4. Dental Insurance

An employee may enroll in the dental benefits plan offered by the consortium/Board, for which the Board shall pay 85% and the employee 15% of the monthly premium.

~~\*Prior to the selection or change of the benefit plan(s), the District Insurance Committee must review the proposed selection or change. This Committee shall be comprised of two (2) Board of Education members, two (2) AEEA representatives, two (2) OAPSE #558 representatives, two (2) administrators, and the District Treasurer/CFO. The Committee is to give the Allen East Board of Education a recommendation on the proposed selection or change by a three-fourths (3/4ths) vote.~~

5. Flexible Spending Plan

A. Professional employees not participating in the health insurance plan:

The Board will place \$700 in a flexible spending plan. The employee may add funds, allowed by IRS rules, to the account, by payroll deduction. Those funds will be considered an IRS shelter. Both Board and the individual funds must be used by December 31 of the contract year.

B. Professional employees enrolled in the health insurance plan:

May participate in flexible spending plan using their own funds through payroll deduction. The amount will depend on IRS rules. Those funds will be considered an IRS shelter. Funds must be used by December 31 of the contract year.

- C. The yearly administrative enrollment fee and the monthly processing charge will be paid by the Board.
- D. An employee who received the \$700 Board contribution must repay to the Board any amount used if they enroll in the health insurance program during the year.

## ARTICLE VII

### WORKING CONDITIONS

#### A. TEACHER WORK DAY

A regular teacher workday shall be for 7 hours and 20 minutes. On a regular scheduled day (without modifications) it shall be from 7:45 a.m. – 3:05 p.m.

#### B. FACULTY MEETINGS

Teachers shall attend after school or before school faculty meetings, but such meetings will not be called more frequently than once per month nor last longer than forty (40) minutes except in emergencies.

Every effort will be made to begin after-school meetings promptly after student dismissal.

#### C. CALENDAR & SCHOOL CLOSINGS

The Association will request a meeting with the Superintendent prior to February 1<sup>st</sup> of each school year for the purpose of exchanging ideas and expressing the concerns of the Association with respect to the school calendar for the coming school year. The Superintendent will meet with three (3) representatives of the Association within five (5) days of the receipt of the request or other mutually agreeable time to develop at least two alternate acceptable calendars.

Any calendars shall call for no more than 182 days and will include at least the following:

- a. Open house day and time
- b. Parent teacher conference days and times
- c. Student attendance days
- d. Teacher attendance days
- e. Holidays

These calendars shall be circulated among the staff by the respective building representatives and/or Association calendar representatives where a vote taken

by such representatives to determine which calendar along with appropriate rationale will be recommended to the Board for adoption.

The Association recognizes that the Board of Education has the authority to adopt the school calendar and to revise it as required by acts of God or changes in Ohio law. Therefore, should any extensions of the length of the school day or school year be required due to calamity or otherwise, the Association shall be afforded reasonable notice and opportunity to discuss the matter.

The official closing of schools by the Superintendent of schools on account of severe weather or other emergency conditions shall not result in loss of pay or additional days of work without pay for up to the number of days as provided in statute.

On contract days when the Superintendent delays school for three (3) hours due to weather or other public calamity, the teacher work day may be extended one hour in order to accommodate the necessary length of school day and work day. The three (3) hour delay schedule will **only** be used **for fog** until the state allotted calamity days for the district are exhausted. If a teacher has scheduled an appointment that is difficult to reschedule, every effort will be made by the building principal to arrange coverage for that teacher.

Any teacher who is on sick leave with pay when schools are closed due to severe weather or other conditions shall receive the same pay as the teacher would have received if he or she had not been on such days. No deduction from days of accumulated sick leave shall be made for such days.

The number of regular duty days required for teachers shall be not more than 182 days. ~~The Administration in its discretion shall coordinate the disparity in schedules between the buildings' dismissal time.~~

The Board shall not increase the regular on-duty teacher workday without giving the Association an opportunity to bargain about the change.

The contract year will be one hundred eighty-two (182) days. Administration has the option of holding three 2-hour in-service meetings during the school year. Each day an in-service is to be held, school will be dismissed one hour early or delayed one hour.

#### **D. LUNCH PERIOD**

Except in emergency situations, each half and full-time teacher shall be entitled to a duty-free lunch period of at least thirty (30) minutes or more.

**E. PLANNING PERIODS**

Within the elementary student day and during the full week of school, each elementary teacher will be provided with individual planning time equivalent to at least five (5) forty-minute planning periods per week (200 minutes). An elementary teacher will have no less than 30 minutes a day planning time.

7-12 teachers will have the equivalent of one (1) forty-minute planning period per day. K-6 teachers will not be required to remain in the classroom when special teachers (~~i.e., reading, resource, art, music, etc.~~) are instructing.

Planning time shall be defined as anytime during the student day exclusive of the 30-minute duty-free lunch in which a teacher does not have a scheduled assignment with a class of pupils.

The Board will continue to strive through scheduling to arrive at one period per day. The Association recognized the difficulty presented in some subject areas in accomplishing this.

**F. GRADING PERIODS**

Allen East will be on a nine-week grading schedule.

**G. CLASS SIZE**

We have and will continue to make controlled efforts to provide additional staffing to address class size and curricular needs. If enrollment in kindergarten exceeds 28-1 for a class, the administration will employ an aide.

~~**G. FULL-TIME SUBSTITUTE TEACHERS**~~

~~Daily substitute rate with fringe benefits. They work 180 days not including records day. Orientation day is considered one of the 180 days. Paid calamity days and parent/teacher days, but not paid holidays. They receive sick and personal days as per Master Contract.~~

ARTICLE VIII

SUPPLEMENTAL CONTRACTS

A. Teachers who are employed **by the Board of Education as teachers**, and are to be compensated by the Board for approved supplemental duties in addition to regular teaching duties, shall be employed on “supplemental contracts.” A

supplemental contract shall automatically expire at the end of its term without further action or notice by the Board.

- B. Teachers **who are employed by the Board of Education as teachers** shall be compensated for supplemental duties for which they are employed in accordance with the supplemental salary schedule attached herein. The Board need not fill any or all positions listed on the schedule in any particular school year. The Superintendent shall determine whether a vacancy exists in a supplemental position and when to fill the vacancy. The elimination of a supplemental position or the failure to fill a position shall not be subject to bargaining with the Association. The Board need not bargain with the Association about the decision to create a new supplemental position, to modify supplemental duties, or to consolidate supplemental positions, but shall bargain about the salary for any new, modified or consolidated supplemental position.

## ARTICLE IX

### PAYROLL PRACTICES

#### A. PAY PERIODS

Regular teacher salaries shall be paid in 26 installments every other Friday, beginning when the teacher has actually worked for the Board ten regular contract days in any particular school year.

#### B. PAYCHECK/PAY FORM DISTRIBUTION

All teachers shall be paid electronically and paperless. Teachers shall be provided individual payroll information by email.

#### C. PAYROLL DEDUCTIONS

Teachers shall be entitled to continuing payroll deduction of dues for their respective designated organizations – the Allen East Education Association, the Northwestern Ohio Education Association, the Ohio Education Association and the National Education Association – upon presentation of a written deduction authorization by individual employees pursuant to Article I, Section 4 of this Agreement. Should the employee choose to discontinue their membership, they shall do so by providing notification to the Association and the Treasurer.

Teachers may also have payroll deduction, upon individual written authorization, for the following:

1. Topmark Federal Credit Union;
2. Tax-sheltered annuities. A list of no more than 10 shall be provided to the Treasurer/CFO on or before September 30. A list of the annuity companies shall be made available to the Association upon request.
3. Political contributions pursuant to O.R.C. 3313.262.

Such enrollment period shall be open from the first day of school until September 30.

D. STRS PAPER PICKUP

1. Consistent with the provisions of Internal Revenue Service Ruling 77-462, 81-35, and 81-36, effective for earnings after July 1, 1986, the Board shall pick up each teacher's mandatory contributions to the State Teachers Retirement System of Ohio (STRS), provided that no teacher's total salary is increased by such pick-up nor is the Board's total contribution to STRS increased thereby.
2. The dollar amount to be designated as "picked up" by the Board:
  - a. shall equal the then-current percentage amount of the teacher's mandatory STRS contribution;
  - b. shall be credited by STRS as employee contributions under authority of Ohio Attorney General Opinion 82-097;
  - c. shall be included in computing final average salary;
  - d. shall not be reported by the Board as subject to current federal and state income taxes;
  - e. shall be reported by the Board as subject to city income taxes;
  - f. shall not be included in the calculation of a teacher's daily rate of pay for any purpose whatsoever, including making salary adjustments because of absence, calculating severance pay, or in reporting teacher-authorized credit information to financial institutions.
2. 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.

## ARTICLE X

### SEVERANCE PAY

#### A. SEVERANCE PAY

1. A teacher with five (5) or more years of service to the Board of Education shall, at the time of retirement, be paid in cash for one-fourth the value of his or her accrued but unused sick leave credit, such payment not to exceed the value of forty-six (46) days of accrued but unused sick leave. The teacher's retirement must occur within 90 days of the last active workday for the Board.
2. The payment shall be based on the teacher's per diem rate at the time of retirement, if during the school year, or at the per diem rate for the prior school year.
3. The payment shall be made within 30 days of the time of retirement. "Time of retirement" under this Article shall be the date on which the Board receives written notice that the employee has begun receiving service retirement benefits from STRS or notice that a physician(s) appointed by the STRS has determined the employee to be qualified for a disability retirement or has recommended disability retirement.
4. An employee may request that the severance check duly authorized may be paid after January 1 of the year following their actual retirement. Request should be made in writing to the Treasurer upon retirement.
5. When a teacher has a balance of two hundred and forty (240) sick leave days, he/she may gain the use of an additional day of severance if three (3) or less sick days are used during each school year. The total will not exceed fifty (50) severance days.

## ARTICLE XI

### SUBSTITUTE PAY

Substitute pay will be Ten Dollars (\$10) a period if it is the Board's responsibility to cover the absence. (Loss of planning period implied.)

## ARTICLE XII

### OTHER PROVISIONS

#### A. WAIVER OF NEGOTIATIONS/REOPENER

##### 1. Waiver

Both parties acknowledge that during the negotiations leading to the execution of this Agreement, they had a full opportunity to submit all items appropriate to collective bargaining and that this Agreement contains their complete resolution of all such items. The Association waives its right to initiate bargaining or to submit any additional item for negotiations during the term of this Agreement. (However, the Association retains any right to bargain which it has under Article I(B) and under paragraph 2 below). The Board agrees to comply with all the terms of this Agreement for its duration unless the Association through its bargaining representatives agrees in writing with representatives of the Board to charge, amend or modify a term(s) of this Agreement.

#### B. SEVERABILITY

If any provision of this Agreement is found to be contrary to law by the Supreme Court of the United States, or by any court of competent jurisdiction from those judgment or decree no appeal has been taken within the time provided for doing so, such provisions shall be null and void. However, the remainder of the agreement shall remain in full force and effect and the parties to the agreement shall meet within ten (10) school days to negotiate substitute provisions which are in conformity with the applicable laws. If such negotiations do not resolve the matter within twenty-one (21) school days thereafter, the normal impasse procedures will be used. Upon agreement and ratification by the parties, substitute provisions shall be incorporated into this agreement by written and signed amendments by the parties hereto. For such cases, all other provisions of this agreement shall remain in effect.

#### C. NO-STRIKE

The Association does hereby affirm and agree that it will not either directly or indirectly call, sanction, encourage, finance or assist in any way, nor shall it instigate or participate, either directly or indirectly, in any strike, walkout, work stoppage, or other concerted inference with or the withholding of service from the Board by the certificated staff during the term of this agreement.

Nothing herein shall be construed so as to prevent a member of the bargaining unit from declining, failing, or refusing to cross a picket line established by persons who are not members of the Association where the bargaining unit member has grounds to believe that the crossing of picket lines may be hazardous to the member's health, safety, welfare or personal property.

D. AMENDMENTS

This agreement may be altered, deleted from, added to, or otherwise modified only through voluntary mutual consent of both parties in a written signed amendment to this agreement. All requests for amendment and subsequent negotiations following mutual agreement to amend this agreement shall be conducted in accordance with the terms of this agreement except that requests for amendment may be made at any time by either party. All such amendments shall be considered finalized upon ratification by the Board and the Association.

E. DURATION

This agreement shall be effective from July 1, 2011 through the 30<sup>th</sup> day of June, 2014, both dates inclusive. The contract shall continue in effect for successive one-year terms until either party shall notify the other in writing of the desire to terminate or modify this agreement in accordance with Article I (E) of this Agreement. Upon notification of the desire of either party to so terminate and/or modify any provision of this agreement, such provisions shall expire at the expiration of this agreement or the annual anniversary thereof. For the purpose of this Agreement, a school year shall be defined as that time between July 1 and June 30, inclusive. When notice is given as provided above, the negotiations process shall begin in accordance with the provisions of this contract.

ARTICLE XIII

TUITION-FREE ENROLLMENT

Any dependent child of a member of the Allen East teaching staff may attend Allen East schools at no expense to the staff member. Employees opting for this benefit must be aware of any OHSAA policies which apply and notify the superintendent of their intention by August 15, unless time limit is waived by the superintendent. Employee's child will only be admitted at the beginning of the year.

In witness whereof, the parties hereto have set their hands on the 10th day of May, 2011.

FOR THE ALLEN EAST LOCAL  
BOARD OF EDUCATION

FOR THE ALLEN EAST  
EDUCATION ASSOCIATION

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President  
Allen East Board of Education

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President, Allen East Education Association

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Superintendent,  
Allen East Local Schools

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Chairperson, Negotiations Team  
Allen East Education Association

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Treasurer/CFO,  
Allen East Local Schools

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June 30, inclusive. When notice is given as provided above, the negotiations process shall begin in accordance with the provisions of this contract.

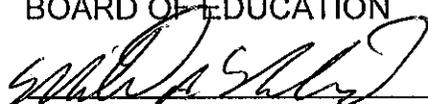
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FOR THE ALLEN EAST LOCAL  
BOARD OF EDUCATION

  
\_\_\_\_\_  
President

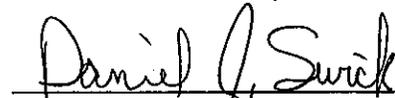
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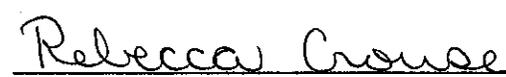
  
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Superintendent,  
Allen East Local Schools

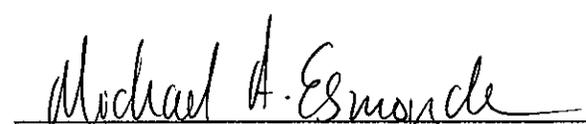
  
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Treasurer/CFO,  
Allen East Local Schools

FOR THE ALLEN EAST  
EDUCATION ASSOCIATION:

  
\_\_\_\_\_  
President, Allen East Education Association

  
\_\_\_\_\_  
Chairperson, Negotiations Team  
Allen East Education Association

  
\_\_\_\_\_  
Rebecca Crouse

  
\_\_\_\_\_  
Michael A. Esmond

O.R.C. 5705.412 CERTIFICATION OF  
ADEQUATE REVENUE FOR CONTRACT

The Allen East Local School District Board of Education has in effect the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the District at the time of this certification, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel and programs for all the days set forth in its adopted school calendars and in future fiscal years for the term of the Agreement between the Board of Education and the Allen East Education Association, effective from July 1, 2011 through June 30, 2014.

The District's estimates of revenue and determination of whether such revenue is sufficient to provide necessary operating revenue for the purpose of making certifications required were made consistent with relevant rules of the Auditor of State and Department of Education.

\_\_\_\_\_  
Treasurer/CFO

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Board President

\_\_\_\_\_, 2011

SUPPLEMENTAL SALARY SCHEDULE

SALARY SCHEDULE

LEAVE REQUEST FORM