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12/10/2013

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## **COLLECTIVE BARGAINING AGREEMENT**

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between the

**BROWN LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION**

and the

**MALVERN EDUCATION ASSOCIATION  
of  
BROWN LOCAL SCHOOLS**

July 1, 2012 to June 30, 2015



TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
	Definitions.....	1
I	Recognition.....	1
II	Professional Negotiations .....	1
III	Adult Classes .....	4
IV	Appropriations .....	4
V	Association Rights .....	4
VI	Class Size.....	7
VII	Labor Management Committee .....	7
VIII	Conflict with Law .....	8
IX	Consolidation .....	8
X	Contracts .....	8
XI	Covering Teacher.....	10
XII	Evaluation .....	10
XIII	Field Trips.....	13
XIV	Grievance Procedure.....	13
XV	Insurances .....	17
XVI	Leaves of Absence .....	22
XVII	Length of School Day .....	27
XVIII	Length of School Year .....	27
XIX	Management Rights .....	27
XX	Resident Educator Program .....	29
XXI	Mileage Reimbursement.....	30

<u>Article</u>	<u>Page</u>
XXII	Personnel File.....31
XXIII	Planning and Prep Time.....31
XXIV	Professional Development .....32
XXV	Reduction in Force .....33
XXVI	Retirement Severance Pay .....35
XXVII	Certified Salary Schedule .....37
XXVIII	Supplemental Salaries.....39
XXIX	Student Teachers.....42
XXX	Tutors .....42
XXXI	Vacancies and Transfers .....42
XXXII	Tuition Free Attendance .....43
XXXIII	Local Professional Development Committee .....44
XXXIV	Fair Share Fee .....46
XXXV	Federally Funded Program Teachers .....47
XXXVI	Hiring/Rehiring Retirees.....47
XXXVII	Entire Agreement Clause .....48
XXXVIII	Effects of Contract .....49
	Appendix A – Teacher Classroom Observation Form and Performance Rating .....50
	Appendix B – Teacher Summative Evaluation Form.....52

## DEFINITIONS

MEA:	Malvern Education Association
BARGAINING AGENT:	Malvern Education Association
BARGAINING UNIT:	Those persons who fall into the certificated personnel definition of Article I (1.01). (All of those eligible for membership in the MEA but not necessarily dues paying members.)
TEACHERS:	All of those personnel <u>eligible</u> for membership in the MEA but not necessarily dues paying members.
ASSOCIATION:	The MEA
BOARD:	The Brown Local School District Board of Education.
REPRESENTATIVE OF ASSOCIATION:	A person(s) who is: (1) either a member of the Association; or, (2) a person(s) who is employed or retained by the Association through its dues structure.

## ARTICLE I -- RECOGNITION

1.01 The Board of Education of the Brown Local School District, hereinafter referred to as the “Board”, recognizes the Malvern Education Association, hereinafter referred to as the “Association”, affiliated with the OEA/NEA, as the sole and exclusive bargaining agent for the members of the bargaining unit, which shall consist of all teachers, guidance counselors, tutors, speech and hearing therapists, librarians, substitutes who work sixty (60) or more consecutive days, and other similarly situated non-administrative positions, and shall exclude the Superintendent, Assistant Superintendent, Principals, Assistant Principals, Special Education Coordinator/School Psychologist, Administrative Coordinators, Supervisors and Substitute Teachers who work fewer than sixty (60) consecutive days per school year, other management and supervisory employees excluded under O.R.C. 4117. The Association recognizes the Board, the elected representative of the people of the Brown Local School District, as the employer of all certificated personnel of the Brown Local School District including the members of the Association.

## ARTICLE II -- PROFESSIONAL NEGOTIATIONS

2.01 The parties will hold their first negotiations session with proposal(s) by February 15 of the year this contract expires. After the initial meeting, new items cannot be added

without consent of both parties. Negotiation sessions will last two and one-half (2-1/2) hours, ending not later than 10:00 p.m. unless mutually revised by the parties.

If after bargaining in good faith for forty-five (45) calendar days from February 15 a mutual agreement cannot be reached, negotiations will cease for a period of thirty (30) calendar days. At the conclusion of the thirty (30) day cessation, negotiations will reopen only on the original proposals which had not been agreed upon at the conclusion of the first negotiating period.

## 2.02 Negotiation Meetings

- A. All negotiation sessions shall be held in executive session unless mutually agreed to by both parties to make such sessions public.
- B. Negotiation sessions may be tape recorded by either party.
- C. Either party may caucus at any time; however, both parties agree not to abuse such rights and will limit all caucuses to a maximum of thirty (30) minutes unless an extension is agreed to mutually.
- D. At the completion of each negotiation session, a mutually agreeable time, place and date shall be set for the next negotiating session.

## 2.03 Teams

Each negotiating team shall consist of not more than five (5) persons. The composition of the team shall be in the sole discretion for the respective parties except that both elementary and secondary personnel must be included on the Association team. Consultants used by either party, either in or in conjunction with any such negotiation session or meeting, shall be paid by the party using them.

## 2.04 Information

Prior to and during the period of bargaining, each party will provide the other, upon written request, all regularly and routinely prepared information concerning issues under consideration.

## 2.05 Negotiable Items

This recognition constitutes an agreement between the Board and the Association to attempt to reach mutual understandings regarding all matters pertaining to wages, hours, or other terms and conditions of employment and the continuation, modification, or deletion of any existing provision of this contract.

## 2.06 Good Faith

Good faith requires that the Board and the Association be willing to react to each other's proposals. If a proposal is unacceptable, the other side is obligated to give reasons why. Nothing in this Agreement shall compel either party to agree to a proposal or to make a concession.

## 2.07 News Release

While "good faith" negotiations are continuing, there shall be only joint media releases relating to negotiations. Nothing in this document shall be construed to limit the free and open sharing of information and/or progress of negotiations with the respective groups represented by the parties.

## 2.08 Tentative Agreement and Ratification

- A. As negotiated items are agreed upon, they shall be reduced to writing and initialed by the chief negotiators for each party.
- B. When the negotiating teams reach tentative agreement, they shall recommend acceptance of the Agreement to the parties they represent.
- C. Upon reaching tentative agreement, said Agreement shall be presented to the Association for ratification within ten (10) calendar days. Upon ratification by the Association, the Agreement shall be presented to the Board for consideration within ten (10) calendar days.

The acceptance or rejection of the Agreement by the Board shall take place no later than twenty (20) calendar days after ratification by the Association. The Agreement shall become the contract between the parties stated in the Agreement.

## 2.09 Dispute Resolution Procedure

In the event agreement has not been reached on all items under negotiation, either party may, at any time, call for the services of the Federal Mediation and Conciliation Service (FMCS) to assist in negotiations.

If a party calls for FMCS involvement in negotiations dispute resolution, the other party shall join in the request for assistance. Date, place, time, and length of mediation sessions shall be determined by the FMCS mediator after conferring with the parties.

The parties will continue mediation until agreement is reached on all issues; provided, however, that upon the expiration of the collective bargaining agreement the Association retains the right to strike in accordance with 4117.14(D)(2) of the Ohio Revised Code.

2.10 Procedure for Change or Amendment

Either party desiring changes in this Agreement must notify the other party in writing by following procedures defined herein; however, changes may be made at any time by mutual consent.

2.11 Effects of Delays on Employment Contracts

In the event an agreement concerning questions of wages and condition of employment has not been reached by the parties by the date individual teacher contracts are issued, such contracts will be supplemented with revisions notification following conclusion of negotiations and will be governed by the terms of the new agreement.

**ARTICLE III -- ADULT CLASSES**

3.01 All members of the bargaining unit may enroll, without a tuition charge, in any adult course offered by the Board provided such enrollment would not take the place of a tuition-paying enrollee.

**ARTICLE IV -- APPROPRIATIONS**

4.01 After May 1 of each year, the members of the bargaining unit shall have the right to view the principal's appropriation work-sheet that pertains to their area of instruction.

4.02 Each teacher will be given a minimum dollar amount in material and supply appropriation areas (e.g. \$50 per teacher).

4.03 Textbooks and essential materials, those items needed to accomplish the curriculum and teach a class, shall be approved by the Building Principal and purchased by the Board of Education by September 1st of the school year in which they are needed.

**ARTICLE V -- ASSOCIATION RIGHTS**

5.01 A. The Association shall have the right to use the teacher mailboxes and designated bulletin boards for the purpose of notices, communications, and matters of association concern.

B. Officers of the Association shall have the right to use school phones and other school office equipment during non-class time provided that all costs are borne by the Association.

- C. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property before or after working hours on school days.
- D. Request forms for equipment and/or facilities shall be submitted to the principal one (1) day in advance.
- E. Board agendas and minutes will be provided to the Association President.
- F. Each year the President of the Association shall be provided, upon written request, at no charge copies of the following forms, as they become available.
  - 1. Treasurer's Year-End Report
  - 2. Treasurer's Monthly Report
  - 3. January Tax Budget
  - 4. Amended Official Certificate of Estimated Resources
  - 5. Permanent Annual Appropriations Resolution
  - 6. T&E Grid
  - 7. Or other public documents
  - 8. The Board shall provide a seniority list to the Association by November 15 of each year. This list shall include names, areas of certification, years of continuous service with the Board, and type of contract(s) held. The Association and/or its members shall have the right until December 15 of each year to submit any challenges or corrections to this list.

5.02 Upon completion of this Agreement, arrangements shall be made by mutual agreement of the Administration and the Association to print one hundred fifty (150) copies at the joint expense of the Association and the Board. Seventy-five (75) copies to the Association and seventy-five (75) copies to the Board. Electronic copies of the Agreement will be provided to the Association and the Board. Credit for publications shall be shared on the cover by the Association and the Board. The parties agree that the ratified tentative agreement must go to print within sixty (60) days of ratification. The parties also agree that the articles will not be rearranged from one contract to a succeeding agreement unless the parties agree to do so during negotiations.

5.03 Payroll Deduction

- A. Dues, Fees
  - 1. The Board, through the Treasurer, shall provide ten (10) consecutive equal payroll deductions for the Association and affiliate dues, or fees. Deductions shall start the last pay in October and continue for an additional nine (9) consecutive pay periods.
  - 2. Payroll deduction authorization forms designed by the Association will be completed and submitted to the Treasurer to authorize payroll deductions.

3. New employees hired after October 1 whose payroll deduction authorization forms are not submitted by October 11 to the Treasurer will have payroll deduction start the pay following submission of the authorization form and the professional dues/fees shall be divided equally on the remaining number of payroll deductions provided in paragraph 1.
4. The Association shall notify the Treasurer of the amount of dues to be deducted no later than October 11 of each school year.
5. The Treasurer shall submit monthly to the Association President a check for the total amount deducted that month.
6. The Board recognizing the Association as the exclusive representative of the staff shall not permit payroll deduction of dues for any organization competing with the Association and their affiliates so long as the Association remains to be the recognized exclusive representative of the certificated staff. Such deductions shall be forwarded to the Treasurer by the Association immediately upon the last day of the month.
7. OEA Fund for Children and Public Education (formerly EPAC) contributions may be authorized by individual teachers and the Treasurer shall deduct the contributions in equal amounts.

B. Annuities

Companies dealing in annuities must be authorized by the Board.

Such deductions shall continue from month to month, year to year, until employment terminates or the said certificated person gives written notice to the Treasurer of the Board requesting such payments to be discontinued.

- C. The preceding deductions shall be provided by the Board at no cost to members of the bargaining unit.

5.04 Association Meetings

The Board shall provide one (1) hour of released time for Association meetings twice per school year. These meetings cannot be held on a student school day.

5.05 Professional Meetings

The Board shall provide the Association a total of eight (8) paid days for attending of Association officers and certificated personnel designated by the Association President to professional conferences, or meetings to fulfill their obligations to their profession. Expenses such as mileage, registration, etc., shall not be paid for by the Board.

5.06 Payroll Procedure

- A. The Board shall dispense the correct contractual salary amount to each member of the bargaining unit over twenty-six (26) or twenty-seven (27) equal pays, depending on the number of pays within the contract year. Payday shall be every other Friday. All paychecks shall be directly deposited into each bargaining unit member's financial institution of choice (i.e., savings, checking, credit union, etc.). All paystubs will be available electronically at the beginning of each payday.
- B. If an employee cannot access the electronic paystub, they may access it electronically at the school district.
- C. Payment for supplemental contract stipends shall be made at the next regular payday following the completion of the activities of the supplemental contract provided the proper paperwork and approval has been submitted and received by the Treasurer's office by the Friday before such pay.

**ARTICLE VI -- CLASS SIZE**

6.01 The Board shall, whenever possible, limit class size to the following:

K - 3rd	25 Students
4th - 6th	28 Students
7th - 12th	30 Students
Lab	18 Students

6.02 Whenever possible, the maximum number of preparations for a junior high or high school teacher shall be four (4).

**ARTICLE VII -- LABOR MANAGEMENT COMMITTEE**

- 7.01 A. There shall be a Labor Management Committee established. The purpose of this committee is to provide a forum for discussion of matters or concerns to unit members or the Administration and to further develop positive working relationships. Meetings shall not deal with implementation or administration of the negotiated agreement. Neither these meetings, the discussion which take place, nor resolution of issues shall in any way be construed as negotiations. This Committee will not be empowered to address matters pertaining to grievances or litigation.
- B. The Labor Management Committee shall consist of representatives of the teachers (limit 4) and the Building Principal(s) and/or Superintendent. The Labor Management Committee shall develop operational bylaws and shall meet once per

month unless both parties agree to cancel. Consistency in membership of the team is suggested. Agenda items shall be submitted to the other party in advance.

- C. All committee members shall complete Federal Mediation and Conciliation Service (FMCS) training prior to scheduling the first committee meeting. Subject to the availability of the appropriate FMCS instructor, the training shall be conducted during the normal school hours and, during the term of this Agreement, a total of four (4) MEA members shall receive their normal compensation for attending FMCS training.
- D. The meeting dates shall be by mutual agreement and scheduled so as not to interfere with the teacher's day. At each meeting, matters of mutual concern or requests shall be discussed.

### **ARTICLE VIII -- CONFLICT WITH LAW**

- 8.01 If any provision of the Agreement or any application of the provisions of the Agreement or any agreement reached under its terms, conflicts with any federal or state law, regulation, ruling or order, now or hereafter enacted or issued, such provisions, applications or agreement shall be inoperative but the remaining provisions hereof shall remain in effect.
- 8.02 Such inoperative provisions shall be subject to negotiations between the parties within thirty (30) calendar days of notification of conflict with the law.

During those negotiations it may be determined that the provision cannot be rewritten so as to comply with the law and will, therefore, become null and void.

### **ARTICLE IX -- CONSOLIDATION**

- 9.01 The parties of this contract agree that the effects of any consolidation, merger, transfer, or creation of a new district involving all or part of the current Brown Local School District shall be a mandatory subject of bargaining between the Association and the Board.

### **ARTICLE X -- CONTRACTS**

- 10.01 Contracts issued will contain the following information.
  - A. Type of contract (limited or continuing). Limited contracts will specify the year(s) in effect.

- B. Annual compensation to be paid for the first year of the contract, and the bi-weekly salary, and number of pay periods. After the first year on a continuing or multi-year contract, only a salary notice will be given.
- C. Basis for determining compensation for the first year of the contract (i.e., BA degree, year(s) of experience).
- D. Date of certificated person's signature and date of the Board action.
- E. A statement that the certificated person shall abide by the rules and regulations of the Board.

10.02 Contracts will be in accordance with the provisions of the Ohio Revised Code.

10.03 Teacher contracts will be acted upon by the Board, for currently employed teachers, no later than April 30.

10.04 Certificated personnel on limited contract who meet the requirements for continuing contract and are given another limited contract, shall be given reasons pursuant to ORC 3319.11 and 3319.111.

- 10.05 A. Teachers on limited contracts who have taught in the district for two (2) or more years may be granted a multi-year contract unless eligible for tenure.
- B. Teachers on limited contracts who have taught in the district for three (3) or more years and not eligible for tenure shall either be issued a multi-year contract or non-renewed pursuant to ORC 3319.11 and 3319.111.
- C. Teachers who are eligible for tenure shall provide notice to the district no later than October 1<sup>st</sup>. Teachers who provide such notice will be considered for tenure in the year in which he/she provided such notice.
- D. If it is determined that the Superintendent shall not recommend renewal of a teacher's contract, the teacher shall receive notification of the reason for non-renewal as soon as possible after the determination is made and prior to the Superintendent's formal recommendation of non-renewal of the teacher's contract.
- E. If the Superintendent decides to recommend to the Board non-renewal of the teacher's contract, the teacher shall be given an opportunity to resign prior to the Board's action not to renew.
- F. Those teachers on continuing contract may only be terminated pursuant to ORC 3319.16.

## **ARTICLE XI -- COVERING TEACHER**

- 11.01 A. When a teacher is absent from his/her assigned duties, the administration shall make a reasonable effort to secure a substitute to cover those duties.
- B. Exceptions to the above would be those teachers which do not interfere with the regular classroom procedure; such as, but not limited to, librarian, reading specialists, tutors, speech and hearing teacher, psychologists and guidance.
- C. Each school administrator shall be responsible for notifying all teachers in the building that are affected by the absence.
- D. Substitute teachers hired to replace teachers on extended leaves will be paid for calamity days, if the calamity day occurs after the substitute teacher has taught in the district sixty (60) or more consecutive days in the same school year.
- E. Teachers have the right to refuse to cover a class during a planning or prep time.
- F. Teachers shall be paid twenty dollars (\$20) per forty (40) minute period for subbing during their scheduled planning/prep time per day.

## **ARTICLE XII -- EVALUATION**

The following language will remain in effect during the term of this negotiated agreement until such time when the parties will reconvene to review the recommendations of the Teacher Evaluation Team, which shall consist of an equal number of administrators and teachers. Committee members must participate in evaluation pilot(s) trainings.

The Teacher Evaluation Team's recommendation must be based on the framework set forth by HB153 and the Ohio Teacher Evaluation System (OTES).

OTES documents can be used in place of current to expand pilot opportunities to all staff interested. The current evaluation article shall terminate on July 1, 2013.

- 12.01 The purpose of evaluations and observations are:
- A. The improvement of instruction.
- B. To help the individuals to achieve greater effectiveness in his/her contractual duties.
- C. Provide definite written record of an individual's performance to be used.
1. As evidence of an individual's performance.

2. In advancement of position and awarding continued employment.
3. As reference material (for recommendation to other employers).
4. As an ongoing plan for improvement of contractual duty performance.

## 12.02 Procedures

- A. All teaching personnel, during the first month of school, shall be thoroughly advised by the building principal as to the evaluative procedure. Evaluative instruments will be shown and explained. The teacher will be apprised that copies appear as Appendices A & B in the Agreement.
- B. All monitoring or observation both formal and informal shall be conducted openly and with full knowledge of the teacher.
- C. Observation
  1. Teachers shall be given a copy of any class observation report (Appendix A) prepared by the supervisor within five (5) school days of the class observation. Said observation will be for a normal classroom period (thirty [30] consecutive minutes or more).
  2. If either teacher or administrator wishes to meet for a conference it will be held within five (5) days of receipt of Appendix A.
  3. If no conference is held both administrator and teacher will sign the observation document.
  4. The observation instrument provides space on the form for teacher comments and/or rebuttals.
  5. No such report will be submitted to the Superintendent's office, placed in the teacher's file, or otherwise acted upon without the teacher having the opportunity to read, confer and sign the document.
  6. Process
    - a. Certificated personnel during their first year at Brown Local School District shall be formally observed at least three (3) times before March 1.
    - b. Certificated personnel during their second and third years at Brown Local School District shall be formally observed at least two (2) times before March 1.

- c. All other certificated personnel in the system shall be formally observed at least one (1) time before March 1.
- d. More than the required observations may be made if the administration feels they are necessary.
- e. Informal observations may be made at any time.

D. Evaluation

- 1. Evaluation will consist of both formal observations (Appendix B) as well as informal observations.
- 2. Process
  - a. Those certificated staff members of Brown Local during their 1, 2 or 3 years will receive an evaluation conference before April 1 of each year.
  - b. All other certificated personnel at Brown Local shall receive an evaluation conference at least every other school year. Evaluations shall be complete by April 1 of each school year.
  - c. More than the required evaluations may be made if the administration feels they are necessary.
  - d. Through this clinical evaluative process, an individual whose performance is declared deficient shall be given such deficiencies in writing and be given the opportunities to correct said deficiencies. Written suggestions for improvement will be provided to the individual.
- 3. The evaluation instrument provides space on Appendix B-1 for teacher comments and/or rebuttal.
- 4. No such report will be submitted to the Superintendent's office, placed in the teacher's file, or otherwise acted upon without the teacher having the opportunity to read, confer and sign the document.

12.03 Any complaint regarding a teacher made to any member of the administration by any parent, student, or other person which is used in any manner in evaluating a teacher will be called to the attention of the teacher within two (2) school days of the complaint. The teacher shall be offered the opportunity to answer or rebut the complaint. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, suspended, terminated, non-renewed, adversely evaluated, or otherwise deprived of any professional

advantage without just cause. Just cause does not apply to any teacher in the first three years of employment.

- 12.04 The Board and Association agree that the provisions of the Collective Bargaining Agreement shall prevail over 3319.11 (G)(1), (2), (3), (4), (5), (6), (7) and 3319.111 (A), (B), (1), (2), (3), (C). Nothing in this Article shall deny an individual any of the rights and/or remedies available under 3319.11 O.R.C. of 3319.111 O.R.C. regarding the Board's duty to give notification to the individual on or before April 30th.
- 12.05 A committee shall be formed with Praxis-trained staff to review and revise the evaluation forms as needed.

### **ARTICLE XIII -- FIELD TRIPS**

- 13.01 The Board agrees, subject to the approval of the Superintendent, to pay for all necessary expenses including the cost of transportation incurred for Board approved, curricular field trips. Transportation costs incurred for athletic and student activities will be the responsibility of each athletic and student activity account.

### **ARTICLE XIV -- GRIEVANCE PROCEDURE**

#### 14.01 Definitions

- A. A grievance shall be defined as an alleged misapplication or misinterpretation of only the specific and expressed written provisions of this Agreement.
- B. "Days" shall refer to work days.
- C. "Teacher" shall refer to any of the certificated personnel as established in Article I.
- D. "Grievant" shall mean either the teacher(s) or the Association, whichever is initiating the grievance. Where more than one (1) teacher is filing, the form need only carry a teacher's name.
- E. "Immediate Supervisor" shall mean that administrator having immediate supervisory responsibility over the grievant and could resolve the grievance.

#### 14.02 Rights of Grievant and the Association

- A. An Association representative will be allowed to attend and participate in all formal levels, steps, and hearings of a grievance.

- B. The purpose of these procedures is to secure, at the lowest level administrator having authority to resolve the grievance, equitable solutions to grievances. All parties agree that grievances will be kept as confidential as is appropriate and processed as expeditiously as possible.
- C. The written grievance and copies of all communications, decisions, or records dealing with a grievance shall be furnished to all parties to a grievance. In addition, no records, documents, or communications concerning a grievance shall be placed in the personnel file of any of the participants.

#### 14.03 Time Limits

- A. The number of days indicated at each step in the procedure shall be the maximum.
- B. If the grievant does not present a grievance within thirty (30) work days of the occurrence of the act or conditions on which the grievance is based, then the grievance shall be considered waived.
- C. If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance shall be deemed settled on the basis of the disposition at that step and further appeal shall be barred.
- D. Failure at any step of the procedure to communicate the decision on a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next level.
- E. All notices of hearings, dispositions of grievances, written grievances and appeals shall be in writing and hand delivered or mailed by certified mail, return receipt requested.
- F. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.

#### 14.04 Procedure

##### INFORMAL

Level I - A member of the certificated personnel with a grievance may initiate this procedure in one of the following ways:

- A. He/she may approach the administrator immediately concerned and discuss the matter on his/her behalf.

- B. He/she may request that another member of the Association accompany him/her in approaching the administrator, and that member may speak in behalf of the grievant, if desired.
- C. The above grievance need not be in writing and will remain confidential.

### FORMAL

Level II - If the grievance is not resolved within five (5) days of Level I, it may be pursued further by submitting a completed Grievance Report Form, Level II, in duplicate. Copies of this form shall be submitted by the grievant(s) to the immediate supervisor.

Within five (5) days of the receipt of the Grievance Report Form, the immediate supervisor shall meet with the grievant. The immediate supervisor shall write a disposition of the grievance within ten (10) days after such meeting by completing Level II of the Grievance Report Form and returning a copy to the grievant and Superintendent.

Level III - If the grievant(s) is not satisfied with the disposition of the grievance in Level II, the grievant(s) shall, within five (5) days of such disposition, complete Grievance Report Form, Level III, and submit same to the Superintendent or his/her designee, who shall within ten (10) days meet with the grievant(s). Within ten (10) days of this meeting, the Superintendent or his/her designee shall write his/her disposition of the grievance by completing his/her portion of Level III, forwarding a copy to the grievant(s), the Association and the immediate supervisor.

Level IV - If the grievant(s) is not satisfied with the disposition of the grievance in Level III, the grievant(s) may, within five (5) days of such disposition, seek a hearing with the Board by submitting such request in writing with copies of the Grievance Forms to the President of the Board. The President shall within the next ten (10) days arrange a meeting of the Board for purposes of a hearing with the grievant(s). Within ten (10) days of this meeting the Board shall furnish a written disposition of the Grievance to the grievant(s).

Level V - If the grievant(s) is not satisfied with the disposition of the grievance by the Board, the grievant(s) may within five (5) days submit Grievance Report Form Level V to the Superintendent. Within five (5) days of submission to the Superintendent, the grievant(s) or his/her designated representative shall petition the American Arbitration Association (AAA) to provide both parties with a list of seven (7) names from which an arbitrator will be selected by the alternate strike method. Either party may request a second list.

Once the arbitrator has been selected, he/she shall conduct a hearing on the grievance in accordance with the rules and regulations of the AAA. The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing; a copy sent to all parties present at the hearing.

The decision of the arbitrator shall be binding except that the arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

The costs for arbitration shall be shared equally by the Association and the Board.

#### 14.05 Miscellaneous

- A. Nothing contained in this procedure shall be construed as limiting the individual right of an employee having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication.
- B. In the event that the Association determines, at any level of the grievance procedure, that a grievance should not be carried further, the Association shall give written notice of their decision to the Board.
- C. A grievance may be withdrawn at any level without prejudice by giving written notice to the person named at the grievance level.
- D. No reprisals of any kind shall be taken by or against any party of interest or participant in the grievance procedure by reason of such participation.
- E. No certificated person may be represented by any local teacher organization other than the Association if he/she chooses to be represented by any organization at all, in any grievance procedure initiated pursuant to this Agreement.
- F. Forms for processing grievances shall be made available through all administrative offices in each building, the central administration office, and designated officials of the Association, including Building Representatives, and members of the Association Grievance Committee.
- G. Records of the grievance proceedings shall be confidential information. Official records should be kept in a confidential separate file by the Treasurer of the Board. Access shall be made only by mutual consent of the Superintendent, and the President of the Association, or a court order. All records of proceedings shall be destroyed after three (3) years of the date formal proceedings were initiated.
- H. The grievant(s) shall have the right at all levels to be accompanied by or represented by the Association's representative(s), legal counsel, and/or other representative(s) of his/her choosing. The grievant(s) shall have the right at all levels to present documentation and witnesses on his/her behalf.

## ARTICLE XV -- INSURANCES

In order to be eligible for insurance, an employee must be contracted for at least 30 hours per week.

If both spouses are members of either bargaining unit, only one may take family health insurance.

Employees may not be paid cash in lieu of insurance benefits.

Coverage Overview: See Plan Booklet for more detailed coverage information.

### 15.01 Medical

A. The Board will pay 90% of the premium and the employee will pay 10% for full-time employees.

B. Stark County Schools Council

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

C. Preferred Provider - Doctors/Hospitals

1. The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services shall be provided through the Stark County Council of Governments (COG) Health Insurance Program. Anyone, as of August 1, 2009, who has the traditional Mutual Health Program instead of the PPO, may continue such participation.

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

D. Preferred Provider - Prescription Drugs

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

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

2. The employee will pay the 20% co-payment to the provider and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee's 20% co-payment.
3. The deductible will be waived.
4. The list of covered expenses shall be agreed upon by the COG and the Stark County OEA office representative.
5. Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provisions to apply.
6. Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

E. Well Baby Care: \$1,000

F. Diabetic Management Program: will be part of all PPO programs

G. Early Retirement Incentive

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

H. Specifications - PPO:

Maximum Benefits	Unlimited
Deductible	\$100/ individual \$200/family
Accumulation Period	Calendar Year
Co-Insurance Provision	In-System: 90% by the insurance carrier and 10% by the patient up to a yearly maximum out-of-pocket of \$500 per individual or \$1,000 for two or more family members. After the out-of-pocket has been met by the employee, 100% of eligible charges will be paid.
	Out-of-System: 80% by the insurance carrier and 20% by the patient up to a yearly maximum out-of-

pocket of \$1,000 per individual or \$2,000 for two or more family members.

Preventative - Routine Pap test mammogram, and prostate cancer test once per year shall be a covered expense (unless found by a physician to be necessary more often).

Routine Colonoscopy - shall be covered under the terms contained in the benefit booklet.

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

Pre-Admission Certification - Under the Pre-Admission Certification/Concurrent Review Program, the doctor's recommendation for non-emergency hospitalization is reviewed and "pre-certified" before the individual is admitted to the hospital. Any elective non-emergency hospital stay (including maternity admissions) must be pre-certified. Failure to follow the pre-admission procedure may result in the patient paying the first two hundred dollars (\$200) of room and board charges.

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

#### 15.02 Life Insurance

The Board shall provide term life and accidental death and dismemberment coverage in the amount of \$50,000 for each teacher.

Bargaining unit members may purchase additional term life insurance at the group rate, in \$5,000 increments, up to a maximum of \$50,000 coverage in addition to Board paid coverage. Modifications to this provision may be necessary to comply with requirement of the insurance carrier. The value of the life insurance reduces by 50% at age 65. The specific terms of the policy are contained in the life insurance contract.

#### 15.03 Dental Insurance

The Board shall provide dental coverage and pay 100% of the premium.

Plan description (summary only):

- 1) Maximum benefits/covered person:  
Class I, II or III \$2,500/person per year
- 2) Deductible-Individual \$25 per year
- 3) Deductible-Family \$75 per year

- 4) Co-insurance Amounts
- a) Class I - Prevention 100% of Usual & Customary (no deductible)
  - b) Class II - Basic 80% of Usual & Customary
  - c) Class III - Major 80% of Usual & Customary
  - d) Class IV - Orthodontia 60% of Usual & Customary
- Lifetime maximum  
Orthodontia \$1200/per individual

15.04 Section 125-Tax Shelter

Tax sheltering of the individual's contribution for health costs, unreimbursed medical expenses and dependent coverage will be provided under IRS Section 125.

15.05 Vision

The Board shall purchase through a carrier licensed by the State of Ohio, employee and family Vision Insurance equal to or exceeding the specifications below. The Board shall pay 90% of the premium cost.

Specifications

1. Eye examinations - One regular eye examination in each twelve (12) consecutive month period by an ophthalmologist, optician or optometrist is provided for each person covered under the program. The maximum payment is \$40 per exam.
2. Lenses - One pair in each twelve (12) consecutive month period is covered. Payment is made for the actual charge for one or two lenses or contact lenses, but not more than:

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

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

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

3. The allowance for medically necessary contact lenses will be paid only if:
  - a) The lenses are necessary following cataract surgery;
  - b) Visual acuity cannot be corrected to 20/70 in either eye with other lenses, but can be corrected to at least 20/70 in eye with contact lenses;
  - c) The lenses are necessary for the treatment of anisometropia or keratoconus.
4. Frames - One set of frames is covered every twenty-four (24) consecutive month period, provided the frames are used with lenses prescribed after an eye examination. Frame allowance: \$30.00. When new frames are not required, the payment allowed for frames may be applied toward the cost of lenses.

Limitations and Exclusions:

1. Services for which vision care coverage does not provide benefits include:
  - a) Sunglasses, whether or not requiring a prescription
  - b) Drugs or medications
  - c) Employer-furnished services or supplies or those covered under Workers' Compensation laws, occupational disease laws or similar legislation.
  - d) Services and supplies rendered or furnished as a result of loss, theft or breakage of lenses, contact lenses or frames for which benefits were paid under the Group Contract and Certificate.
  - e) Orthoptics or vision training
  - f) Aniseikonic lenses
  - g) Coated lenses
2. Vision care does not provide full benefits for cosmetic vision needs. This distinction applies particularly to frames and contact lenses.

3. Should individual select contact lenses instead of conventional lenses, when the latter is all that is needed, the program will pay the amount equal to the single lens plus the frame toward the cost of the contacts.

## **ARTICLE XVI -- LEAVES OF ABSENCE**

### 16.01 Sick Leave

- A. Eighteen (18) days sick leave shall be credited annually to each certified person. Two (2) days shall be earned per month beginning in September and ending in May.
- B. The total unused portion of annual sick leave allowance shall be two hundred and eighty-eight (288) days. Any employee who has a balance greater than 288 as of July 1, 2009 will not lose any excess days. However, accumulation will stop and as sick leave is used by such employees, the balance will decrease until the balance is within the 288 maximum allowance.
- C. Certificated personnel who transfer from another school to the Brown Local School District shall be credited with the unused balance of their accumulated sick leave not to exceed the provisions of Section 16.01, paragraph B. It is the responsibility of the certificated person to see that their accumulated sick leave is on file with the Treasurer.
- D. Notification of accumulated sick leave will be given on HR kiosk.
- E. All certificated personnel are required by State statute to furnish a statement on forms prescribed by the Board to justify the use of sick leave. If medical attention is required, the employee's statement shall list the name and address of the attending physician and the dates when he/she was consulted. The prescribed form must be submitted upon the employee's return to work within 2 days. Failure to do so will delay the issuance of the employee's paycheck.
- F. After five (5) consecutive days of sick leave the employee may be requested to provide his/her immediate supervisor a written statement from his/her physician confirming the employee's illness or injury and authorizing the return to work.
- G. If a pattern/trend of sick leave abuse is noticed, the employee may be requested to provide confirmation from his/her physician confirming the employee's illness or injury and authorizing the return to work.
- H. Annual and accumulated sick leave days shall be used as defined below, provided that a certificated person shall not be eligible to use such days while on a special leave. All certificated personnel may use their accumulated sick leave allowance

as of the first day of their employment year even though they have not been able to report for duty on that day.

- I. A certificated person may be absent from regular duties without loss of pay for a period not to exceed the total number of accumulated sick leave days. While on an extended leave, the bargaining unit member must notify the superintendent in writing that he/she intends to return to work or resign. The deadline to do so is by March 31 if to return as originally expected at the beginning of the next school year, or at least 30 days prior to the originally expected date if the return is to occur within a school year.

- J. Sick Leave

Emergencies for which sick leave may be used:

1. Personal illness or injury.
2. Illness or injury in the family\*.
3. Death in the family\*. Up to five (5) days will be granted. This may be extended by a physician's excuse so stating the need for additional days.
4. Pregnancy (advanced notice of thirty (30) days should be given to the Superintendent by the employee unless an emergency arises). Thirty (30) days can be utilized prior to the birth of the child and thirty (30) days of aftercare (post natal) can be utilized within a single school year. Additional days shall be approved by the Superintendent upon presentation of a physician's certificate so stating that conditions warrant additional days.
5. Exposure to contagious disease.
6. Physical examination by a doctor which cannot be scheduled at any other time.

\*Family is interpreted to include parents, siblings, spouse, children, step-parent, step-child, in-laws, grandparents, grandchildren, aunt, uncle, or a relative living in the household or persons with whom the employee has a custodial or guardian relationship.

## 16.02 Special Leave

- A. Upon written request of a certificated person, the Board may grant a leave of absence for a period of not more than two (2) consecutive school years.

- B. Leaves shall be granted for:
  - 1. Educational purposes; and
  - 2. Professional purposes.
- C. Leaves shall be granted for illness or other disability.
- D. Military leave will be granted in accordance with the requirements or ORC 3319.14.
- E. Upon returning from a special leave, the certificated person shall be entitled to reinstatement to the same or similar position with the same contractual status which was held prior to the leave. If that position is no longer available, they shall be reinstated to a substantially equivalent position for which the teacher holds valid unexpired certification. If said leave is extended, the same provision shall apply.
- F. A teacher who is on a leave of absence shall notify the Superintendent, in writing, by April 1, whether or not he/she will be returning to work the next school year.

#### 16.03 Maternity/Child Care Leave

The Board agrees to provide teachers a child care leave of absence, without pay, as set forth below:

- A. The length of the child care leave shall be no longer than three (3) semesters and no shorter than one (1) semester (or portion thereof). The leave shall be taken in increments of a semester with no mid-semester returns, except for pregnancy interruption or reasons unknown at the time of application of leave. The teacher shall be entitled to reinstatement no later than ten (10) days after notification to the Superintendent.
- B. At the time leave is requested, the teacher shall indicate the length of the leave (i.e., 1, 2 or 3 semesters) being requested. After the selection has been made, any requests for a change will be subject to approval by the Superintendent and the teacher.
- C. Upon return from child care leave, the teacher shall be entitled to reinstatement to the same or similar position, with the same contractual status which was held prior to the leave or, if that position is no longer available, to a substantially equivalent position for which the teacher holds valid, unexpired certification. If said leave is extended, the same provisions shall apply.

- D. Where group insurance policy permits, a teacher on child care leave may continue to participate in those benefits which are provided to other teachers by payment of the group rate for such benefits prior to the monthly payment date.
- E. A teacher who is adopting a child shall be entitled to leave, subject to the provisions of this section.

#### 16.04 Personal Leave/Emergency Leave

- A. Certificated personnel will be permitted two (2) days of absence during each school year without loss of pay to transact personal business or to attend to affairs of a personal nature which cannot be conducted outside the regular school day.
- B. The Superintendent may set reasonable limitations as to the number of individuals involved in any one (1) day.
- C. Requests should be made two (2) days in advance, except in cases of emergency, to the principal on the prepared form.
- D. Personal leave days are not accumulative. Employees will be paid a rate of \$100 for each unused personal leave day annually at the conclusion of the school year.
- E. Part-time employees shall be granted two (2) days of personal leave according to the percentage of the day they are employed.
- F. Personal leave days cannot be used consecutively unless an emergency should arise.
- G. Certificated personnel shall be entitled to take one day of emergency leave. Emergency leave shall be without pay for the day. Emergency leave shall only be used after exhausting personal leave.

#### 16.05 Professional Leave

- A. The Brown Local Board of Education encourages teachers to attend professional meetings when such attendance promises to contribute significantly to the professional growth of the teacher, improve teaching performance and enrich experience for the pupils of Brown Local Schools.
- B. Professional leave will include subject area meetings, conferences or visitation (e.g. math, science, language, drug abuse prevention, discipline, etc.) at state, district or even county-wide levels or other meetings approved by the Board.
- C. Registration at all such meetings will be paid by the Board at membership rates.

- D. Mileage reimbursement (within the State of Ohio) will be approved at the negotiated rate.
- E. Meals and housing rates for attendance at such meetings will be approved at the discretion of the Superintendent. All costs will be estimated on the professional leave request form. Requests will be approved based upon budget amounts available.
- F. All professional meeting leaves must be submitted in advance to the principal and Superintendent and approved by each.
- G. Professional leave days shall be charged against coaching personnel attending state tournaments in their coaching assignment area, but payment for expenses will not be paid by the Board.
- H. Certificated personnel will be required to submit a report highlighting the meeting to their principal.

16.06 Assault Leave

- A. If any member of the bargaining unit is assaulted as a result of performing his/her assignments or duties, the Board shall grant a leave of absence for the period so designated by the certificated person's physician's written certification.
- B. The leave shall be granted with full pay and benefits accruing and usable and shall not be charged to sick leave or any other leave.
- C. Such leave shall be for a maximum of thirty (30) days unless an extension is mutually agreed to by the certificated person and the Board.

16.07 Release time will be granted for required appearances in court or other tribunal where the teacher is a defendant, witness or on jury duty. The teacher shall attach to the leave request form the substantiation given by the court for required attendance. Witness fees and jury duty pay must be forwarded to the Board within ten (10) days of receipt by the employee(s).

16.08 Family and Medical Leave Act (FMLA)

The parties to this Agreement agree to abide by all terms/conditions of the Family and Medical Leave Act of 1993 (FMLA). The twelve (12) weeks provided for under the FMLA shall be inclusive of any special leave utilized for illness or other disability.

For the purposes of this section, the "twelve (12) month period" shall be calculated on an individual and rolling basis, meaning once the employee completes leave under FMLA, the 12-month time period begins.

During such leave, the teacher will be entitled to continuation of health benefits with no change in the level of these benefits.

### **ARTICLE XVII -- LENGTH OF SCHOOL DAY**

- 17.01 The length of the school day for all members of the bargaining unit shall not exceed seven and one-quarter (7-1/4) hours.
- 17.02 Once per month (September through May) members of the bargaining unit may be asked by the Superintendent or Principal to remain for no longer than forty-five (45) minutes after school closes. Each Principal shall distribute a list of scheduled meetings at the beginning of the year. However, such schedule shall be subject to change with seventy-two (72) hours advance notice.
- 17.03 On the day of Open House all members of the bargaining unit shall be in attendance for Open House, but will be given equal, compensatory time for the time served beyond the normal teacher day. This time will be made up on either in-service day or the last day for teachers at the close of the year.
- 17.04 One (1) day of parent-teacher conferences may be used for retention conferences.

### **ARTICLE XVIII -- LENGTH OF SCHOOL YEAR**

- 18.01 The school year for all members of the bargaining unit shall be a maximum of one hundred eighty-four (184) days unless they are on extended service.
- 18.02 School Calendar

A committee of one (1) elementary and one (1) high school teacher, selected by the President of the Association, one (1) non-certificated employee, and the Superintendent will make up the calendar committee.

The committee shall make recommendations on the school calendar to the Board for their consideration.

### **ARTICLE XIX -- MANAGEMENT RIGHTS**

- 19.01 Board of Education Rights

A. The Board hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio, and of the United States, including, but without limiting the generality of the foregoing, all of the rights identified in

Section 4117.08 of the Ohio Revised Code, except as limited by other provisions of this Negotiated Agreement.

These include:

1. 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 school services, its overall budget, utilization of technology, and the school district organizational structure;
  2. Direct, supervise, evaluate and hire employees;
  3. Maintain and improve the efficiency and effectiveness of Board operations;
  4. Determine the overall methods, process, means, or personnel by which school district operations are to be conducted, including the opening and closing of buildings, the hours such buildings are open, student assignments, and the purchasing and distribution of all Board-owned equipment;
  5. Suspend, terminate, lay off, transfer, assign, schedule, promote or retain employees;
  6. Determine the adequacy of the work force;
  7. Determine the overall mission of the school district, including the establishment of curriculum, special programs, athletic, recreational and social events for students;
  8. Effectively manage the work force, including the determination of building schedules, hours of operation, and the duties, responsibilities and assignments of staff members;
  9. Take actions to carry out the mission of the school district.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this contract and Ohio statutes, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Ohio and the rules and regulations promulgated by the Ohio State Board of Education and the Constitution and laws of the United States.

- C. The management rights set forth above shall not be subject to the arbitration procedure or otherwise except to the extent that they are limited by specific provisions of this Agreement. Failure to exercise a right or exercising it in a particular way shall not be deemed a waiver of any management right.
- D. Failure to fill any vacancy shall not be considered a change in terms or conditions of employment.

**ARTICLE XX – RESIDENT EDUCATOR PROGRAM**

20.01 A. Purpose

The Resident Educator Program for beginning teachers will provide Ohio's newest educators with coaching, mentoring and guidance that are critical to improving their skills, knowledge and student achievement. The Resident Educator License will be issued beginning in 2012. The Resident Educator Program will be a program administered and funded by the Brown Local School District Board of Education (Board).

This program shall not replace the negotiated employee evaluation system.

B. Mentors

Release Time

Each Mentor Teacher shall be granted release time for direct mentoring activities. Release time shall be separate from any other release time covered under this agreement and shall be coordinated by the Principal.

C. Restrictions

Any or all materials jointly developed by Mentee/Mentor shall not be developed or utilized as a remediation program.

D. Compensation

1. Release time shall be provided to the Mentor Teacher and/or Resident Educator as mutually agreed upon with the building principal. The maximum number of Resident Educators a Mentor Teacher may have is two (2) per year.
2. In addition to the mutually agreed upon released time, each Mentor Teacher shall receive a stipend as set forth in Article XXVIII Supplemental Salaries for each Resident Educator. The stipend is to be paid in June of that school year.

3. The District will pay all training fees required for mentors to receive the mandatory ODE State mentor training.
4. The Mentor teacher will complete and submit the Supplemental Pay Voucher Form. This form will be turned in to the Treasurer's office by the teachers last working day for the contract year that the bargaining unit member was assigned the position of Mentor teacher.

E. Resident Educator

The Resident Educator shall be provided release time not to exceed two (2) days per year for the purpose of observing classes, meetings with his/her Mentor and attending recommended workshops, assessment preparation, etc. The days may be used in full day increments and shall be coordinated by the Building Principal/Immediate Supervisor. Lesser periods of time may be agreed to by the Principal.

F. Protections

1. Other than a notation to the effect that a teacher served as a Mentor Teacher, the teacher's activities as a Mentor Teacher shall not be part of that staff member's teaching evaluation. However, the Mentor may be evaluated for the supplemental mentoring position.
2. Mentor Teachers shall not participate in the evaluation of any Resident Educator.
3. The policies and practices include understanding and respecting the need for confidentiality between mentors and resident educators as well as principal's collaboration with mentors to support high quality instruction.
4. During one time of the Resident Educator's residency, either the Mentor Teacher or the Resident Educator may exercise the option to have a new Mentor assigned. The Mentor and the Resident Educator must operate in a trusting and comfortable relationship; therefore, no specifics shall be given as to the exercise of the option and no prejudice or evaluation is to be given such change.

**ARTICLE XXI -- MILEAGE REIMBURSEMENT**

21.01 All members of the bargaining unit shall be reimbursed for mileage at the IRS rate, for all mileage traveled as result of assignment by the administration and/or Board.

## **ARTICLE XXII -- PERSONNEL FILE**

- 22.01 A. The official personnel file of each teacher shall be maintained in the office of the Board.
- B. Letters or materials anonymous to the teacher or reports partially or entirely based on sources anonymous to the Association member shall not be placed in a teachers' personnel file.
- C. Employees will receive a copy of all materials that are being placed by the Administration in the official personnel file. Additionally, the employee shall sign and date all materials that are being placed by the Administration in the official personnel file. Such a signature does not indicate agreement with the content, but indicates only that the material has been reviewed by the employee prior to its placement in the file.
- D. A teacher will have the right to view the contents of his/her official personnel file during the normal work day as soon as practicable but not later than 24 hours after making the request. A teacher is entitled to place rebuttal materials in the file concerning items which he/she views as derogatory provided he/she signs and dates the rebuttal.
- E. A teacher shall be entitled to a copy, at his/her expense, of any material in his/her file.
- F. Any written and signed complaint regarding a certificated person made to any other member of the administration by any parent, student or other person which is used in any manner in evaluating a certificated person will be promptly investigated and called to the attention of the certificated person.

The certificated person will be given an opportunity to respond to and/or rebut such complaint.

## **ARTICLE XXIII -- PLANNING AND PREP TIME**

- 23.01 A. All members of the bargaining unit shall be granted during the regular scheduled duty day a minimum of forty (40) consecutive minutes per day for planning and preparation. This time shall be in addition to the duty-free lunch.
- Conferences/meetings scheduled by administration require 24 hour notice unless extenuating circumstances.
- B. All members of the bargaining unit shall have a minimum of thirty (30) minutes duty-free lunch.

No teacher shall have the responsibility for morning or afternoon recess duty except under extenuating circumstances and at no time shall a teacher have more than two (2) recess duties per week.

- C. Teachers have the right to refuse to “cover” a class during their preparation/ planning time.
- D. Special Education teachers may be provided up to one (1) release day per school year on premises to write IEP’s and/or complete alternate assessments. Additional days may be granted by administration as needed.

#### **ARTICLE XXIV -- PROFESSIONAL DEVELOPMENT**

- 24.01 A. To encourage further studies and professional growth, teachers who have successfully completed course work shall be reimbursed one hundred eighty dollars (\$180.00) for each semester hour or one hundred twenty dollars (\$120.00) for each quarter hour for up to twelve (12) semester hours or eighteen (18) quarter hours per teacher per school year, provided that the course work is within the teacher’s area of certification or part of an education-related degree program and a LPDC approved course. All reimbursable courses must be taken from an accredited university.
- B. All credits must be approved by the Superintendent on formal application prior to registration for the course. The Board must approve each request and have it recorded in their official Board minutes.
- C. An official transcript must be submitted proving successful completion of the course(s) completed.
- D. Reimbursement will be made to the employee after the Treasurer has received the official transcript and verification of the cost per semester hour. Reimbursement shall be made during the third week of September and the third week of February provided the teacher is still employed by the Brown Local School District.
- E. A one-time \$500 financial award will be paid to teachers with a Master’s degree upon completion of an approved portfolio through the Stark County Educational Service Center for a Master Teacher License or a completion of National Board certification.
- F. The Board’s maximum expenditure per school year shall be an amount equal to step 0 of the teacher’s salary schedule. Reimbursement shall be made on a first-come, first-serve basis. If any money is remaining in the fund at the end of the school year, a teacher may request reimbursement for additional semester hours beyond the twelve (12) set forth above. All documentation for this additional reimbursement must be submitted by June 1.

- G. In no case shall an eligible employee be reimbursed for more than his/her actual expenditure, tuition and fees for the course(s) as certified to the Treasurer.

**ARTICLE XXV -- REDUCTION IN FORCE**

In making any such reduction, any city, exempted village, joint vocational school board shall proceed to suspend contracts in accordance with the recommendation of the superintendent of schools who shall, within each teaching field affected, give preference to teachers on continuing contracts. The board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations. For the purpose of Reduction in Force and Recall, comparable evaluations will be defined as any teacher who receives the rating of accomplished or proficient.

25.01 In the event that a Reduction in Force (RIF) becomes necessary due to reasons as provided in ORC 3319.17 and for finances, the following provisions shall apply:

- A. The Board shall determine the specific work locations and the areas of certification and specialty or the specific positions to be eliminated.
- B. Attrition and retirement shall be the first used methods by the Board to accomplish reduction in force.
- C. In the event of comparable evaluations then the following procedures shall apply. Reduction shall be based upon seniority and certification in order below. Seniority is defined in this section as the length of continuous service, including approved leaves of absence, from the date of employment in the Brown Local School District. When ties occur in the determination of seniority, they will be broken by the date of employment in the Board minutes. In case of a tie, the date of the signing of the contract prior to Board meeting shall determine seniority. If ties still remain, the decision as to who shall be released shall be made solely by the Superintendent.
  - 1. First released - certificated personnel holding temporary certification.
  - 2. Next released - fully certified limited contract certificated personnel.
  - 3. Last released - continuing contract certificated personnel.
  - 4. Within items A through C, reduction shall be made such that persons in those areas having the least seniority will be the first released. Further reductions at each level shall be made in ascending order of seniority.
  - 5. This policy shall also apply to certificated personnel on leave of absence at the time a reduction in force action is taken.

- D. Once the reductions have been identified by the use of the above process, then:
1. The Board shall publish a certified list to the Association of released certificated personnel in the order for recall determined by reversing the order of the above process.
  2. Certificated personnel affected by reduction in force shall be given written notice, by certified mail, at least forty-five (45) days prior to effective date of the layoff.

E. Recall

In the recall of any bargaining unit member whose contract was suspended in a reduction in force, any city, exempted village, joint vocational school board shall proceed to recall contracts in accordance with the recommendation of the superintendent of schools who shall, within each teaching field affected, give preference to teachers on continuing contracts. The board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations. In the event of comparable evaluations, then the following procedures shall apply:

1. Certificated personnel whose positions have been eliminated shall be considered first for equivalent openings which may become available and for which they hold certification. Such certificated personnel shall be recalled in descending order of seniority, with continuing contract certificated personnel being recalled first and then, secondly, full certificated limited contract personnel.
2. Certificated personnel affected by reduction in force who attain additional areas of certification during reduction in force shall notify the Superintendent of such change at the time of certification. This shall make the certificated person eligible for recall in this area.
3. Certificated personnel being recalled shall be notified by certified mail and shall have ten (10) working days from the date of receipt to respond affirmatively. It shall be the certificated person's responsibility to make appropriate arrangements for forwarding or receipt of mail if he/she will be away more than five (5) working days.
4. An employee who is laid off shall remain on the recall list for two (2) years unless he/she waives his/her recall right in writing, resigns, fails to accept recall to a position in his/her classification or fails to report to work within ten (10) working days after written notice of recall.

5. Certificated personnel who have had their contracts suspended due to this procedure shall have the responsibility of providing the Board with a current, permanent address.

#### **ARTICLE XXVI -- RETIREMENT SEVERANCE PAY**

26.01 The Board shall grant retirement severance pay to each certificated person retiring from the Brown Local School District with three (3) or more years of service who are eligible for retirement\* under qualification of the State Teachers' Retirement System (STRS) of Ohio.

- A. The amount to be determined by multiplying the accumulated sick leave times twenty-five percent (25%) times the certificated person's daily rate at the time of retirement with a maximum of seventy-two (72) days.
- B. Retirement severance pay may be requested to be delayed until no later than January of the following year of retirement by presenting written notice to the Treasurer at the time of retirement. However, retirement severance pay shall be taxable in the year in which the certificated person is first eligible to receive it.

\*Definition of retirement: (All of the following must be met)

1. The certificated person expresses his/her intent to retire on or before his/her last day of service from the Brown Local School District.
2. The certificated person is eligible for retirement on his/her last day of service from the Brown Local School District.
3. The certificated person receives his/her first check from the retirement system within a period of one hundred twenty (120) days from his/her last day of service from the Brown Local School District.

26.02 **STRS Pick-Up**

- A. The Treasurer of the Board shall contribute to STRS, in addition to the Board's required employer contribution, an amount equal to each employee's contribution in lieu of payment to such employee. The amount contributed by the Board on behalf of the employee shall be treated as a mandatory salary reduction from the contract salary otherwise payable to such certified employees.
- B. The total annual salary for each employee shall be the salary otherwise payable under their contracts, including supplemental duty earnings, if any. The total annual salary shall be payable by the Board in two (2) parts: (1) deferred salary; and (2) cash salary. An employee's deferred salary shall be equal to that percentage of said employee's total annual salary which is required by STRS to be paid as an employee contribution by said employee and shall be paid by the

Board to STRS on behalf of said employee as a “pick-up” of the STRS employee contribution otherwise payable to the employee. An employee’s cash salary shall be equal to said employee’s total annual salary less the amount of the “pick-up” for said employee and shall be payable, subject to applicable payroll deductions, to said employee.

- C. The Board’s total combined expenditures for employees’ total annual salaries otherwise payable under their contracts (including “pick-up” amounts) and its employer contributions to STRS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.
- D. The Board shall compute and remit its employer contributions to STRS based upon the total annual salary, including the “pick-up”. The Board shall report for federal and Ohio income tax purposes as an employee’s gross income said employee’s total annual salary less the amount of the “pick-up”. The Board shall report for municipal income tax purposes as an employee’s gross income said employee’s total annual salary including the amount of “pick-up”. The Board shall compute income tax withholding based upon gross income as reported to the respective tax authorities.
- E. The “pick-up” shall be included in the employee’s total annual salary for the purpose of computing daily rate of pay, for determining salary adjustments to be made due to absence, or for any other similar purposes.
- F. The “pick-up” shall be a uniform percent for all certified employees, and it shall apply to all payroll payments made after the effective date of this provision and shall not be at the individual employee’s option.
- G. This provision shall be effective and the “pick-up” shall apply to all payroll payments made after September 1, 1990.
- H. STRS pick-up shall not affect unemployment compensation, sick leave, workers’ compensation, severance pay, or any other calculation based upon the negotiated BA-0 salary base for the duration of this Agreement.
- I. The current taxation or deferred taxation of the “pick-up” is determined solely by the Internal Revenue Service (IRS), and compliance with this section does not guarantee that the tax on the “pick-up” will be deferred. If the IRS or other governmental entity declares the “pick-up” not to be tax deferred, this section shall be null and void and the STRS contribution procedure in place prior to the effective date of this provision shall be in effect.
- J. In addition, the Board shall pick-up (assume and pay) two percent (2%) of each employee’s contribution to the State Teachers Retirement System (STRS).

26.03 Retirement Incentive

Employees who retire when first eligible with thirty (30) years service credit in the State Teachers Retirement System shall receive a retirement incentive payment of \$10,000.00. In order to be eligible, an employee must submit notice of his/her intent to retire to the Superintendent no later than March 1 of each year. Employees can increase retirement severance pay to 75 days if retirement occurs after the deadline for the 30-year retirement incentive of \$10,000.00.

**ARTICLE XXVII -- CERTIFIED SALARY SCHEDULES**

2012/2013	0% of base No steps One time 2% lump sum
2013/2014	0% of base No steps One time 1% lump sum
2014/2015	0% base No steps

Movement may occur from one column to another for increased education.

The one time lump sum shall be paid in the first pay of December.

**2012-2015**

\$26,878
----------

*0% Base Increase*

STEP	EXP	BA/BS		+150		MA	
1	0	1.0000	26,878	1.0600	28,491	1.1200	30,103
2	1	1.0490	28,195	1.1169	30,020	1.1809	31,740
3	2	1.0980	29,512	1.1738	31,549	1.2418	33,377
4	3	1.1470	30,829	1.2307	33,079	1.3027	35,014
5	4	1.1960	32,146	1.2876	34,608	1.3636	36,651
6	5	1.2450	33,463	1.3445	36,137	1.4245	38,288
7	6	1.2940	34,780	1.4014	37,667	1.4854	39,925
8	7	1.3430	36,097	1.4583	39,196	1.5463	41,561
9	8	1.3920	37,414	1.5152	40,726	1.6072	43,198
10	9	1.4410	38,731	1.5721	42,255	1.6681	44,835
11	10	1.4900	40,048	1.6290	43,784	1.7290	46,472
12	11	1.5390	41,365	1.6859	45,314	1.7899	48,109
13	12	1.5880	42,682	1.7428	46,843	1.8508	49,746
14	13	1.6370	43,999	1.7997	48,372	1.9117	51,383
15	14	1.6860	45,316	1.8566	49,902	1.9726	53,020
16	15	1.7350	46,633	1.9135	51,431	2.0335	54,656
17	16	1.7840	47,950	1.9704	52,960	2.0944	56,293
18	17	1.7840	47,950	1.9704	52,960	2.0944	56,293
19	18	1.8330	49,267	2.0273	54,490	2.1553	57,930
20	19	1.8330	49,267	2.0273	54,490	2.1553	57,930
21	20	1.8820	50,584	2.0842	56,019	2.2162	59,567
22	21	1.8820	50,584	2.0842	56,019	2.2162	59,567
23	22	1.9310	51,901	2.1411	57,548	2.2771	61,204

**ARTICLE XXVIII -- SUPPLEMENTAL SALARIES**

- 28.01 Percent is the percentage of the base salary.
- 28.02 Credit for experience may be given on the Supplemental Salary Schedule for a bargaining unit member that moves to another supplemental position within the same sport.
- 28.04 The Board shall have the unilateral authority to adjust any or all salaries upward in order to comply with Titles VII, IX and the Equal Pay Act.
- 28.05 Release time shall be provided for any teacher on the text book committee. New positions may be added after consulting with the Association President.
- 28.06 The supplemental position of Detention Supervisor may choose to be reimbursed on a bi-weekly basis.
- 28.07 All supplemental contracts shall automatically expire at the end of the school year.

2012-2015

	0 Years Experience		1-2 Years Experience		3-4 Years Experience		5+ Years Experience		Maximum Board Cost
\$26,878	Stipend	Stipend	Stipend	Stipend	Stipend	Stipend	Stipend	Stipend	
Athletic Director	0.1900	\$ 5,107	0.2000	\$ 5,376	0.2100	\$ 5,644	0.2200	\$ 5,913	\$ 5,913
Head Basketball Coach (x2)	0.1650	\$ 4,435	0.1750	\$ 4,704	0.1850	\$ 4,972	0.1950	\$ 5,241	\$ 10,482
Head Football Coach	0.1650	\$ 4,435	0.1750	\$ 4,704	0.1850	\$ 4,972	0.1950	\$ 5,241	\$ 5,241
Head Volleyball Coach	0.1300	\$ 3,494	0.1400	\$ 3,763	0.1500	\$ 4,032	0.1600	\$ 4,300	\$ 4,300
Head Wrestling Coach	0.1300	\$ 3,494	0.1400	\$ 3,763	0.1500	\$ 4,032	0.1600	\$ 4,300	\$ 4,300
Asst. Basketball Coach (x4)	0.1000	\$ 2,688	0.1100	\$ 2,957	0.1200	\$ 3,225	0.1300	\$ 3,494	\$ 13,977
Asst. Football Coach (x4)	0.1000	\$ 2,688	0.1100	\$ 2,957	0.1200	\$ 3,225	0.1300	\$ 3,494	\$ 13,977
Cross Country Coach	0.1050	\$ 2,822	0.1150	\$ 3,091	0.1250	\$ 3,360	0.1350	\$ 3,629	\$ 3,629
Golf Coach (x2)	0.1050	\$ 2,822	0.1150	\$ 3,091	0.1250	\$ 3,360	0.1350	\$ 3,629	\$ 7,257
Head Baseball Coach	0.1050	\$ 2,822	0.1150	\$ 3,091	0.1250	\$ 3,360	0.1350	\$ 3,629	\$ 3,629
Head Cheerleading Advisor	0.1050	\$ 2,822	0.1150	\$ 3,091	0.1250	\$ 3,360	0.1350	\$ 3,629	\$ 3,629
Head Softball Coach	0.1050	\$ 2,822	0.1150	\$ 3,091	0.1250	\$ 3,360	0.1350	\$ 3,629	\$ 3,629
Head Track Coach (x2)	0.1050	\$ 2,822	0.1150	\$ 3,091	0.1250	\$ 3,360	0.1350	\$ 3,629	\$ 7,257
Asst. Athletic Director	0.0950	\$ 2,553	0.1000	\$ 2,688	0.1050	\$ 2,822	0.1100	\$ 2,957	\$ 2,957
Asst. Volleyball Coach	0.0800	\$ 2,150	0.0900	\$ 2,419	0.1000	\$ 2,688	0.1100	\$ 2,957	\$ 2,957
Asst. Wrestling Coach	0.0800	\$ 2,150	0.0900	\$ 2,419	0.1000	\$ 2,688	0.1100	\$ 2,957	\$ 2,957
Asst. Baseball Coach	0.0700	\$ 1,881	0.0800	\$ 2,150	0.0900	\$ 2,419	0.1000	\$ 2,688	\$ 2,688
Asst. Cheerleading Advisor	0.0700	\$ 1,881	0.0800	\$ 2,150	0.0900	\$ 2,419	0.1000	\$ 2,688	\$ 2,688
Asst. Softball Coach	0.0700	\$ 1,881	0.0800	\$ 2,150	0.0900	\$ 2,419	0.1000	\$ 2,688	\$ 2,688
Asst. Track Coach (x2)	0.0700	\$ 1,881	0.0800	\$ 2,150	0.0900	\$ 2,419	0.1000	\$ 2,688	\$ 5,376
7th Grade Basketball Coach (x2)	0.0650	\$ 1,747	0.0700	\$ 1,881	0.0750	\$ 2,016	0.0800	\$ 2,150	\$ 4,300
8th Grade Basketball Coach (x2)	0.0650	\$ 1,747	0.0700	\$ 1,881	0.0750	\$ 2,016	0.0800	\$ 2,150	\$ 4,300
9th Grade Basketball Coach	0.0650	\$ 1,747	0.0700	\$ 1,881	0.0750	\$ 2,016	0.0800	\$ 2,150	\$ 2,150
9th Grade Volleyball Coach	0.0650	\$ 1,747	0.0700	\$ 1,881	0.0750	\$ 2,016	0.0800	\$ 2,150	\$ 2,150
JH Cheerleading Advisor	0.0650	\$ 1,747	0.0700	\$ 1,881	0.0750	\$ 2,016	0.0800	\$ 2,150	\$ 2,150
JH Football Coach (x2)	0.0650	\$ 1,747	0.0700	\$ 1,881	0.0750	\$ 2,016	0.0800	\$ 2,150	\$ 4,300
JH Track Coach (x2)	0.0650	\$ 1,747	0.0700	\$ 1,881	0.0750	\$ 2,016	0.0800	\$ 2,150	\$ 4,300
JH Volleyball Coach (x2)	0.0650	\$ 1,747	0.0700	\$ 1,881	0.0750	\$ 2,016	0.0800	\$ 2,150	\$ 2,150
JH Wrestling Coach	0.0650	\$ 1,747	0.0700	\$ 1,881	0.0750	\$ 2,016	0.0800	\$ 2,150	\$ 2,150
5th & 6th Grade Coach (x2)	0.0275	\$ 739	0.0300	\$ 806	0.0325	\$ 874	0.0350	\$ 941	\$ 1,881
Summer Physical Conditioning (x4)	0.0275	\$ 739	0.0300	\$ 806	0.0325	\$ 874	0.0350	\$ 941	\$ 3,763
[Football (1); Basketball (2); Volleyball (1)]									<b>\$ 143,125</b>

**2012-2015**

	0 - 4 Years		5 - 9 Years		10 +		Maximum Board Cost
	Experience	Stipend	Experience	Stipend	Experience	Stipend	
<b>\$26,878</b>							
Drama/Musical Director	0.0650	\$ 1,747	0.0700	\$ 1,881	0.0750	\$ 2,016	\$ 2,015.85
Yearbook Advisor	0.0650	\$ 1,747	0.0700	\$ 1,881	0.0750	\$ 2,016	\$ 2,015.85
HS Student Activities Council (5)	0.0400	\$ 1,075	0.0450	\$ 1,210	0.0500	\$ 1,344	\$ 6,719.50
Drama/Musical Assist. Director	0.0400	\$ 1,075	0.0450	\$ 1,210	0.0500	\$ 1,344	\$ 1,343.90
Show Chior	0.0375	\$ 1,008	0.0425	\$ 1,142	0.0475	\$ 1,277	\$ 1,276.71
Excellence Committee (6)	0.0400	\$ 1,075	0.0450	\$ 1,210	0.0500	\$ 1,344	\$ 8,063.40
National Honor Society	0.0400	\$ 1,075	0.0450	\$ 1,210	0.0500	\$ 1,344	\$ 1,343.90
Mentor (as needed)	0.0400	\$ 1,075	0.0450	\$ 1,210	0.0500	\$ 1,344	\$ 1,343.90
<b>Club Advisors</b>	0.0325	\$ 874	0.0375	\$ 1,008	0.0425	\$ 1,142	\$ 18,277.04
<i>Including but not limited to:</i>							
Academic Challenge							
Art Club							
Band Auxiliary Unit							
Camp (4)							
Foreign Language Club							
MS Activities Advisor (2)							
PEP Club							
Power of the Pen							
Science Club							
Ski Club							
Young Authors							
Safety Patrol							
							<b>\$ 42,400.05</b>

**Detention Supervisor** Tutor Hourly Rate \$20.16

**Summer School Instructor** Tutor Hourly Rate \$20.16

**Elementary Musical** \$250  
(minimum of 2 elementary musicals per year, maximum of \$500 stipend)

**ARTICLE XXIX -- STUDENT TEACHERS**

- 29.01 A. No member of the bargaining unit shall have more than one (1) student teacher per year unless mutually agreed to by the teacher and the administration.
- B. A teacher who has a student teacher assigned shall not be given other assignments by the administration during periods for which the student teacher is assigned (i.e., covering other classes, study halls, etc.)

**ARTICLE XXX -- TUTORS**

- 30.01 All articles shall apply to tutors, home instructors, and any other certified personnel not on a regular teaching contract, with the exception of Articles X, XI, and XXV. Hourly tutors are also excluded from Article XXIII.
1. Tutors and home instructors shall be employed under one-year limited contracts that shall automatically expire at the end of each school year.
  2. Tutors will receive a base pay of \$20.16 per hour for the 2012-13 school year and will receive the same percent of increase as the teachers receive per this agreement.

**ARTICLE XXXI -- VACANCIES AND TRANSFERS**

31.01 Definitions

- A. A vacancy shall be any position in the bargaining unit resulting from:
1. An employee's leaving employment as a result of a termination, resignation or death.
  2. An employee's transfer to another position.
  3. An employee's assuming a non-bargaining unit position.
  4. The creation of a new position that falls within the bargaining unit.
- B. A transfer is an employee's change in assignment/building.
- C. A qualified applicant is one who meets the posted position qualification.

31.02 Posting of Vacancy Notice

- A. Vacancies will first be filled by recall from layoff.
- B. The vacancy notice shall include: the position title, qualification, and building.
- C. Vacant positions will be posted electronically for a period of five (5) business days. If interested, a staff member must reply to the Superintendent in writing or electronically during the posting period.
- D. The Board shall not be required to post any position between July 15 and the beginning of the school year.

Nothing in this article shall be construed as prohibiting the Board from filling a position forthwith without regard to this article in the event a position is vacated or created between July 15 and the beginning of the school year.

31.03 Voluntary Transfers

- A. Employees who desire a vacant position shall submit their bid in writing to the Superintendent within the posting period.
- B. Employees may request a meeting with the Superintendent to discuss reasons for denial.
- C. A vacancy does not exist for an employee on approved leave.

31.04 Filling of Vacancies

- A. If a vacancy is not filled by a bargaining unit member, the Board shall fill the position by hiring an outside applicant.
- B. The Superintendent shall notify the Association President. Such notification shall include the position filled and the name of the person filling the vacancy.

**ARTICLE XXXII -- TUITION FREE ATTENDANCE**

- 32.01 Dependents of non-resident district employees shall be eligible for tuition free education. Tuition shall be waived in accordance with the Board's space available policy with students having the highest number of years in attendance given priority. If there is a need to split a class, the parents would be informed that the student can no longer attend. The last student enrolled whose parent(s) are employed in the district would be the first to be withdrawn from the class. Students of district employees may only be removed from the district at the end of the school year or before school starts in the fall.

- 32.02 The window period in which a non-resident district employee may apply will coincide with the district's open enrollment policy.
- 32.03 The district shall not be required to incur additional cost as a result of this provision.
- 32.04 Parents are responsible for transportation of their children.

### **ARTICLE XXXIII -- LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE**

33.01 A. Purpose

A Local Professional Development Committee ("LPDC") shall be established for the purpose of determining whether the course work taken by certificated personnel meets the requirements of the State Board of Education standards for license renewal. The LPDC will oversee and review professional development plans for course work, continuing education units, and/or other equivalent activities.

B. Rationale

Professional development plays an important role in the continuous improvement of education. Professional development shall focus on expanding experiences of the individual educator, improving instructional or administrative techniques, and providing opportunities for new strategies to address student needs.

C. Committee Composition and Selection

1. The LPDC shall be comprised of five (5) members as follows:  
  
Three (3) bargaining unit members and two (2) administrative members.
2. The three (3) bargaining unit members shall be elected by the Association. The two (2) administrative members shall be appointed by the Superintendent.
3. In the event of a vacancy, the LPDC member shall be replaced in accordance with C(2), above.

D. Term of Office

The term of office for members serving on this first LPDC shall be either two (2) years or three (3) years in order to assure continuity as the rotation begins in two (2) years. The following members and their terms shall be determined by a majority vote of the LPDC members:

1. two (2) bargaining unit members and one (1) administrative member shall serve a two (2) year term.
2. the remaining bargaining unit member and administrative member shall serve a three (3) year term.
3. as the two (2) current members begin their third term, three (3) new members will then be appointed (in accordance with section C, above).
4. the rotation will then continue, with two (2) new members being elected one year and three (3) new members being elected the next year.
5. at completion of term, a member may be reappointed for an additional consecutive term.

E. Chairperson

The LPDC chairperson shall be determined by majority vote of the LPDC members.

F. Secretary/Recorder

The secretary/recorder shall be determined by majority vote of the LPDC members. He or she will assure the secure storage of the confidential materials used by the LPDC.

G. Decision Making

Decision shall be made by majority vote of the LPDC members present and voting. Four (4) members present shall constitute a quorum.

H. Training

1. Members of the LPDC shall be afforded the opportunity to attend training on the purposes, responsibilities, functioning, and legal requirements of LPDC's.
2. If the available training is during work hours, the LPDC members shall be given paid release time to attend. LPDC members may apply for professional leave, subject to approval of the district, for training that occurs outside the regular workday or work year.
3. LPDC members shall be reimbursed for all actual and necessary expenses incurred as part of the training.

4. In addition, LPDC members shall receive a stipend of \$750 each year for their work on the LPDC, payable on the last pay of the fiscal year.

I. Meetings

Meetings shall be scheduled by the LPDC chairperson once a month.

J. Local Professional Development decisions are not grievable.

K. Appeals Process

After the publication of the Ohio State Department of Education regulations/guidelines on LPDC appeals, the MEA and the Board shall meet to bargain the appeals process.

**ARTICLE XXXIV -- FAIR SHARE FEE**

34.01 A. Starting the 2000-2001 school year, the employer shall deduct from the pay of members of the bargaining unit hired after 1999-2000 who elect not to become members of the association, a fair share fee for the Association's representation of such non-members during the term of this contract.

B. Notice of the amount of the annual fair share fee, which shall be equal to 100% of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about September 15, of each year during the term of this contract for the purpose of determining amounts to be payroll deducted, and the employer agrees to promptly transmit all amounts deducted to the Association.

C. Payroll deduction of such annual fair share fees shall commence on the first pay date which occurs on or after January 15th annually. In case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of:

Sixty (60) days of employment in a bargaining unit position; or January 15th.

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

E. The Association represents the Employer that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Union and that such procedure and notice shall be in compliance with all

applicable state and federal laws and the Constitutions of the United States and of the State of Ohio. Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

- F. The Union agrees to indemnify and save the Board harmless against any judgments for any costs, expenses, or other liability the Board might incur as a result of the implementation and enforcement of this fair share section. The Union agrees to assume complete responsibility for resolving any disputes arising out of the dues deduction procedure.

**ARTICLE XXXV -- FEDERALLY FUNDED PROGRAM TEACHERS**

Federally funded program teachers, with the exception of those paid from Title II-A funds, shall be employed under one-year limited contracts that shall automatically expire at the end of each school year, and they shall be evaluated in accordance with Article XII of this agreement.

**ARTICLE XXXVI -- HIRING/REHIRING RETIREES**

The Board may, in its sole discretion, choose to hire/rehire individuals who have retired. If such individual is hired/rehired, the following terms and conditions shall govern:

- 1. The individual shall be issued a one year limited contract, which shall automatically expire, and as a condition of employment, the employee waives his/her right to a continuing contract under Ohio law.
- 2. Neither 3319.11 ORC, 3319.111 ORC, or 3319.17 ORC shall apply.
- 3. The Board, at its sole discretion, may offer insurance benefits.
- 4. The employee waives the rights he/she may have to accrue severance pay either under Ohio law or board policy.
- 5. Sick leave shall accrue at a rate of two (2.00) days per month but shall not accumulate beyond the length of the contract.
- 6. The following articles of the collective bargaining agreement shall not be applicable to individuals hired/rehired under this Article:

Article X – Contracts	Article XII – Evaluations
Article XXV – Reduction in Force	Article XV – Insurances
Article XXVI – Severance Pay	Article XXVIII – Salary Schedule
Article XXXI – Vacancies and Transfers	

All other rights and provisions of the collective bargaining contract shall apply to rehired retirees.

7. The rehired retiree shall receive a salary not to exceed forty thousand dollars (\$40,000) per year.

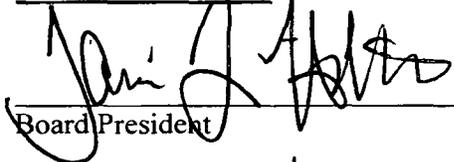
**ARTICLE XXXVII – ENTIRE AGREEMENT CLAUSE**

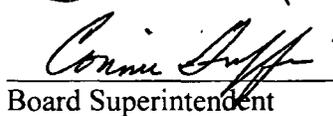
- 37.01 A. Effective July 1, 2012, all provisions shall become effective the date of execution of this agreement.
- B. Any wage, hour and/or working condition affecting member(s) of the bargaining unit covered under ORC 4117.08(A) not changed by this Contract shall remain as is for the duration of this Contract.
- C. Duration - All provisions of this agreement shall remain in effect from July 1, 2012, up to and including June 30, 2015, at which time said contract is terminated. Negotiations for a new contract, may, according to the terms of this contract, be conducted commencing on or about February 15, 2015.

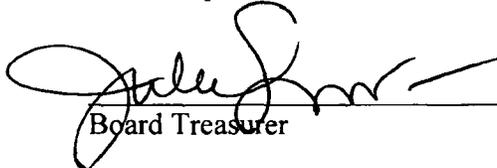
**ARTICLE XXXVIII -- EFFECTS OF CONTRACT**

38.01 This Agreement shall be in full force and effect from July 1, 2012, through June 30, 2015.

**FOR THE BOARD**

  
Board President

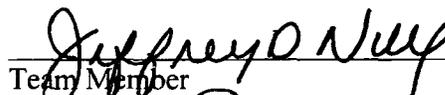
  
Board Superintendent

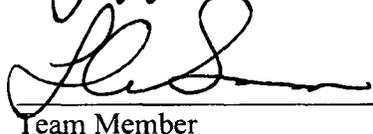
  
Board Treasurer

  
Team Member

**FOR THE ASSOCIATION**

  
Association President

  
Team Member

  
Team Member

  
Team Member

  
Association Negotiator



**BROWN LOCAL SCHOOL DISTRICT  
TEACHER CLASSROOM OBSERVATION FORM  
AND PERFORMANCE RATING**

Teacher \_\_\_\_\_

Observer \_\_\_\_\_

Grade/Subject \_\_\_\_\_

Observation Date \_\_\_\_\_

Appraisal Scale:    E        =        Exemplary  
                           C        =        Commendable  
                           A        =        Acceptable  
                           DV      =        Developing  
                           DF      =        Deficient

Starting Time: \_\_\_\_\_                      Ending Time: \_\_\_\_\_

**Domain A: Organizes Content Knowledge for Student Learning**

- \_\_\_\_\_ A1. Is familiar with relevant aspects of students' background knowledge and experiences
- \_\_\_\_\_ A2. Articulates clear learning goals for the lesson that are appropriate for the students
- \_\_\_\_\_ A3. Demonstrates an understanding of the connections between the content that was learned previously, the current content, and the content that remains to be learned in the future
- \_\_\_\_\_ A4. Uses a variety of teaching methods based on student learning styles
- \_\_\_\_\_ A5. Uses a variety of evaluation strategies that are appropriate for the students and that are aligned with the goals of the lesson.
- \_\_\_\_\_ A6. Demonstrates knowledge of content

**Domain B: Creates an Environment for Student Learning**

- \_\_\_\_\_ B1. Creates a climate that promotes fairness
- \_\_\_\_\_ B2. Establishes and maintains rapport with students
- \_\_\_\_\_ B3. Communicates challenging learning expectations to each student
- \_\_\_\_\_ B4. Establishes and maintains consistent standards of classroom behavior
- \_\_\_\_\_ B5. Makes the physical environment as safe and conducive to learning as possible

**Domain C: Teaches for Student Learning**

- \_\_\_\_\_ C1. Makes learning goals and instructional procedures clear to students
- \_\_\_\_\_ C2. Makes content comprehensible to students
- \_\_\_\_\_ C3. Encourages students to extend their thinking
- \_\_\_\_\_ C4. Monitors students' understanding of content through a variety of means, providing feedback to students to assist learning, and adjusting learning activities as the situation demands
- \_\_\_\_\_ C5. Uses instructional time effectively (time on task)
- \_\_\_\_\_ C6. Incorporates and implements technology usage in the classroom

Observer's Comments:

Teachers Comments:

\_\_\_\_\_  
Observer's Signature

\_\_\_\_\_  
Teacher's signature

*Signature of the teacher does not indicate agreement with the ratings or comments but rather that he/she received a copy of this form*

\_\_\_\_\_  
Conference Date

(Additional pages may be used as desired)

**BROWN LOCAL SCHOOL DISTRICT  
TEACHER SUMMATIVE EVALUATION FORM**

Teacher \_\_\_\_\_

Observer \_\_\_\_\_

Grade/Subject \_\_\_\_\_

Observation Date(s) \_\_\_\_\_

Appraisal Scale:	E	=	Exemplary
	C	=	Commendable
	A	=	Acceptable
	DV	=	Developing
	DF	=	Deficient

**Domain A: Organizes Content Knowledge for Student Learning**

- \_\_\_\_\_ A1. Is familiar with relevant aspects of students' background knowledge and experiences
- \_\_\_\_\_ A2. Articulates clear learning goals for the lesson that are appropriate for the students
- \_\_\_\_\_ A3. Demonstrates an understanding of the connections between the content that was learned previously, the current content, and the content that remains to be learned in the future
- \_\_\_\_\_ A4. Uses a variety of teaching methods based on student learning styles
- \_\_\_\_\_ A5. Uses a variety of evaluation strategies that are appropriate for the students and that are aligned with the goals of the lesson.
- \_\_\_\_\_ A6. Demonstrates knowledge of content

**Domain B: Creates an Environment for Student Learning**

- \_\_\_\_\_ B1. Creates a climate that promotes fairness
- \_\_\_\_\_ B2. Establishes and maintains rapport with students
- \_\_\_\_\_ B3. Communicates challenging learning expectations to each student
- \_\_\_\_\_ B4. Establishes and maintains consistent standards of classroom behavior
- \_\_\_\_\_ B5. Makes the physical environment as safe and conducive to learning as possible

**Domain C: Teaches for Student Learning**

- \_\_\_\_\_ C1. Makes learning goals and instructional procedures clear to students
- \_\_\_\_\_ C2. Makes content comprehensible to students
- \_\_\_\_\_ C3. Encourages students to extend their thinking
- \_\_\_\_\_ C4. Monitors students' understanding of content through a variety of means, providing feedback to students to assist learning, and adjusting learning activities as the situation demands
- \_\_\_\_\_ C5. Uses instructional time effectively (time on task)
- \_\_\_\_\_ C6. Incorporates and implements technology usage in the classroom

**Domain D: Teacher Professionalism**

- \_\_\_\_\_ D1. Reflects on the extent to which the learning goals were met
- \_\_\_\_\_ D2. Demonstrates the belief that "I am responsible for teacher all students."
- \_\_\_\_\_ D3. Builds professional relationships with colleagues to share teaching insights and to coordinate learning activities for students
- \_\_\_\_\_ D4. Communicates with parents or guardians about student learning
- \_\_\_\_\_ D5. Is punctual to class and has a good attendance record
- \_\_\_\_\_ D6. Dresses appropriately
- \_\_\_\_\_ D7. Maintains and submits in a timely manner accurate records and reports
- \_\_\_\_\_ D8. Grows and develops professionally

Administrator's Comments:

Teacher's Comments:

**SUMMATIVE RATING:**

This summative rating of the above-named teacher for this school year is (check one):

- Exemplary
- Commendable
- Acceptable
- Developing
- Deficient

\_\_\_\_\_  
Evaluator's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Teacher's Signature

\_\_\_\_\_  
Date

The signature of the teacher does not indicate agreement with the ratings or comments but rather that he/she received a copy of this form.

(Additional pages may be used as desired)