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AGREEMENT

BETWEEN THE

BRISTOL ASSOCIATION OF SCHOOL EMPLOYEES

AND THE

BOARD OF EDUCATION
OF THE
BRISTOL LOCAL SCHOOL DISTRICT

July 1, 2012 - June 30, 2015

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PREAMBLE

WHEREAS, the Bristol Association of School Employees, an affiliate of the Ohio Education Association, the National Education Association and the North Eastern Ohio Education Association (NEOEA), hereinafter referred to as "BASE," and the Board of Education of the Bristol Local School District, hereinafter referred to as the "Board," following extended and deliberate good faith negotiation, have reached certain understandings which the parties desire to confirm in this Agreement, it is hereby agreed as follows:

ARTICLE I. RECOGNITION AND DEFINITIONS

1.01 Statement of Recognition

The BASE shall be the sole and exclusive negotiating representative for the bargaining unit of employees defined in Section 1.02 below as employed or as hereafter employed by the Board.

1.02 Bargaining Unit Defined

The bargaining unit of employees represented by BASE shall be defined as follows:

INCLUSIONS: All full-time and part-time regularly employed professional (certificated) employees including but not limited to teachers, guidance counselors, librarians, and tutors. All full-time and part-time regularly employed non-professional (classified) employees including but not limited to custodians, maintenance workers, cooks, cafeteria workers, bus drivers, computer technology aide, sweeper-cleaners, secretaries and educational assistants.

EXCLUSIONS: All supervisory, management level and confidential employees, seasonal employees, casual employees who work fewer than sixty (60) consecutive work days in a bargaining unit position, and student employees, as defined in ORC 4117.01, including, but not limited to Superintendent of Schools, Superintendent's Secretary, Board Treasurer, Board Treasurer's Secretary, Acting Principal, Maintenance Supervisor, Cafeteria Supervisor, Administrative Assistant and Computer Technology Coordinator.

A casual employee shall be defined as a person employed on a substitute basis for fewer than sixty (60) consecutive workdays in the same bargaining unit position, provided that such service shall not be deemed to be interrupted by arbitrary action, sick days of the substitute, calamity days, workdays which are not pupil attendance days and on which the substitute is not requested to work, summer recess, nor by other similar interruptions other than the return of the regular employee from leave, and further provided that such days of absence shall not count toward the sixty (60) consecutive workdays. Any substitute employee employed effective February 15 or later shall remain a casual employee for the remainder of that school year, regardless of the number of days worked, except that such substitute shall be covered by the provisions of Article VII and VIII of this Agreement after sixty (60) consecutive days of service as described above.

Such employees shall be considered part of the bargaining unit after sixty (60) consecutive workdays and shall be afforded all bargaining unit rights only in the fiscal year in which the sixty (60) consecutive days are achieved. No bargaining unit provisions shall be implied to successive years, unless it is officially known by the Superintendent that the position will continue to be vacant for a period to exceed sixty (60) consecutive workdays. When a position continues beyond the fiscal school year, the employee shall be a bargaining unit member only until the regular employee returns or sixty (60) consecutive workdays have been achieved in any other position.

1.03 Definitions

The terms listed below, when used in this Agreement, shall be defined as follows:

A. Employee

Any employee in the bargaining unit defined in Section 1.02 of this Agreement.

B. Day

A calendar day.

C. Workday

A day on which an employee is scheduled to report for work, excluding holidays, or a day on which the central administration office is closed. A workday is a day on which the central administration office is open for regular business. The central administration office is open for regular business Monday through Friday.

D. Immediate Supervisor

The Supervisor, Principal or person in a comparable administrative or supervisory position responsible directly for the supervision and direction of an employee and to whom the employee is directly responsible. An immediate supervisor shall not be a person who is a member of the bargaining unit represented by BASE.

E. Superintendent

The Superintendent of the Bristol Local School District or designated representative.

F. BASE

The Bristol Association of School Employees.

G. Board

The Board of Education of the Bristol Local School District.

H. Seniority

Seniority shall be defined as length of continuous service in a bargaining unit position. Seniority shall accrue for all time an employee is on active pay status or is receiving workers' compensation benefits. Time spent on inactive pay status shall not contribute to the accrual of seniority but shall not constitute a break in seniority. Unpaid FMLA shall not contribute to the accrual of seniority.

1. Service rendered beyond the regular work year or beyond the regular work day will not be counted toward seniority.

2. Seniority for employees who render service during the workday for fewer hours than the ordinary and normal maximum number of hours for such bargaining unit position or classification shall be determined as follows: The total number of hours worked during the regular work year shall be divided by the maximum number of hours worked per day ordinarily and normally in such bargaining unit position or classification, then divided by the number of days in the work year ordinarily and normally worked in such bargaining unit position or classification.
3. If the seniority of two or more employees is equal, the additional criteria for determining seniority, in the following order, shall be:
 - a. A full-time employee shall have preference in the event of a vacancy, transfer, new position, or R-I-F over a part-time employee with the same seniority.
 - b. The earliest date of Board action on the most recent employment of the employees.
 - c. The longest total service in any employment position(s) with the Board.
 - d. When two employees are hired on the same date by action of the Board in the same certification or classification, lots shall be drawn with a Base Representative present at the public session of the Board meeting when the action to hire is completed.

I. Bargaining Unit Position

A specific job held by an individual bargaining unit member.

1.04 Computation of Time

In computing any time period prescribed by or allowed by this Agreement, such period shall begin to run on the day following the day of the act, event, or occurrence. The last day of the period so computed is to be included, unless it is a Saturday, Sunday, legal holiday, or a day or part of a day on which the central administration office is closed, in which event the period shall run until the end of the next day which is not a Saturday, Sunday, legal holiday, or a day or part of a day on which the central administration office is closed.

ARTICLE II. NEGOTIATIONS PROCEDURE

2.01 Initiation of Negotiations

A written request for negotiation may be submitted by BASE or the Superintendent to the State Employment Relations Board (SERB) with a copy delivered to the other party no earlier than ninety (90) days nor later than sixty (60) days before the date of expiration of this Agreement. The parties shall meet within ten (10) days of such request, at which time BASE will present its package to the Board, unless the parties agree mutually to meet at a later date. The Board will present its package at the next mutually agreed upon date. Both parties may make amendments to the packages at the meeting immediately following the second meeting or, if mutually agreed upon, at future meetings.

2.02 Negotiation Representatives

Neither party shall attempt to exert any control over the selection of the negotiation representatives of the other party.

2.03 Meetings

The parties shall meet in negotiation at times and places mutually acceptable to each party.

2.04 Authority

The negotiation representatives of each party shall be clothed with all necessary authority to make proposals, consider proposals, make counterproposals, and reach

tentative agreement on all matters under negotiation subject only to final ratification by the Board and BASE.

2.05 Impasse Procedure

Impasse may be declared by either party after forty-five (45) days of negotiation. Upon declaration of impasse, request shall be made to the Federal Mediation and Conciliation Service (FMCS) to provide a mediator to assist the parties in reaching agreement. Mediation shall begin as soon as the mediator can be available to the parties and shall continue until the expiration of this Agreement and, if the parties mutually agree, may continue thereafter. The parties shall share equally any costs charged by FMCS. The parties may agree to continue to negotiate with or without the services of the mediator.

2.06 Adoption

Adoption of this Agreement shall be accomplished upon ratification by BASE and by the Board. Upon such ratification, two copies of the final agreement shall be signed within thirty (30) days of ratification by both party's representatives. One copy to be kept by BASE and one copy to be kept by the Board.

2.07 Employee Relations Meetings

Representatives of the Board and BASE shall meet monthly at a time convenient to both parties for the purpose of reviewing the administration of this Agreement and to resolve other problems that may arise. These meetings are not intended for the purpose of negotiation or to bypass the grievance procedure. Each party will submit to the other, no later than one day prior to the meeting, an agenda of the matters it wishes to discuss. The meeting may be postponed or cancelled by mutual agreement. (See 5.03)

2.08 No press releases or progress reports shall be issued by the parties to the public prior to impasse. Once impasse is declared pursuant to 2.05 Impasse Procedure, either party may release to the press or the public the status of negotiations, including each party's position on each issue at impasse.

2.09 In Term Bargaining

If it is necessary to enter into in term negotiations during the term of this contract as provided Article XIII – Effects of the Agreement or in ORC 4117, the Superintendent for the Board or the President of BASE shall submit such request to the other.

- A. The request shall identify the issue(s) to be negotiated.
- B. The party receiving the request shall respond on the willingness to re-open negotiations within fifteen (15) days.
- C. Unless there is an emergency, the Superintendent will maintain the status quo from the date of the request (B., above). Otherwise, after the 15th workday, the Superintendent will temporarily implement the measures necessary to maintain operations.

ARTICLE III. GRIEVANCE PROCEDURE

3.01 Definition

A grievance is a claim by an employee or BASE that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement. The parties shall attempt to resolve grievances at the lowest possible level where an authoritative decision can be rendered. Grievances shall be processed as set forth in this Article.

3.02 Step 1: Informal Procedure

An employee who believes that the basis exists for a grievance shall discuss the grievance with their immediate supervisor informally. Such discussion shall be identified by the employee/BASE that they are exercising their right to Step 1 of the grievance procedure.

3.03 Step 2

If the informal discussion in Step 1 does not effect a satisfactory disposition of the grievance, BASE may submit

the grievance in writing to the immediate supervisor, on the Grievance Form found in Appendix A. Such submission shall occur no later than twenty (20) workdays after the date on which the grievant reasonably would have known of the act, event, or occurrence giving rise to the grievance. The immediate supervisor shall arrange for a meeting with BASE to take place within five (5) workdays after receipt of the grievance. The immediate supervisor shall provide the BASE grievance chairperson with a written disposition of the grievance within five (5) workdays after the conclusion of the meeting.

3.04 Step 3

If the disposition of the grievance by the immediate supervisor is not acceptable, or if the disposition is not provided within the time limits, BASE may submit the grievance to the Superintendent within five (5) workdays after the receipt of the disposition of the immediate supervisor or the expiration of the time limit for such disposition. The Superintendent shall arrange for a meeting with BASE to take place within five (5) workdays of receipt of the grievance. The Superintendent shall provide a written disposition of the grievance to the BASE grievance chairperson within five (5) workdays of the meeting.

3.05 Step 4

If the disposition of the grievance by the Superintendent is not acceptable, or if the disposition is not provided within the time limit, BASE may submit the grievance to the Board by giving written notice to the Board President. The Board shall arrange for a meeting with BASE to take place at the next regular meeting of the Board after receipt of the grievance by the Board President but no later than twenty (20) workdays after such receipt. At the option of BASE or the Board, this Step 4 may be waived and the grievance submitted instead to arbitration in accordance with Section 3.06 of this Article. Upon conclusion of the meeting, the Board shall have five (5) workdays in which to provide its written disposition of the grievance to the BASE grievance chairperson.

3.06 Step 5: Arbitration

If the disposition of the grievance is not acceptable, or if the Board has not issued its written disposition within the time

limit, or if BASE has waived Step 4, BASE may submit the grievance to arbitration by giving written notice to the Superintendent of its intent to do so. BASE will determine which grievances proceed to arbitration. Such notice of intent shall be submitted no later than thirty (30) workdays after receipt of the Board disposition of the grievance, the expiration of the time limit therefor, or receipt of the Superintendent's disposition when Step 4 has been waived. The parties shall first attempt to agree upon an arbitrator to hear the grievance. If the parties are unable to agree within five (5) workdays from the date of the Superintendent's receipt of the notice of intent to submit the grievance to arbitration, BASE shall then request the American Arbitration Association to administer the proceedings under the Voluntary Labor Arbitration Rules of that Association. The BASE grievance committee shall determine which grievances proceed to arbitration.

3.061 Decision of Arbitrator

The decision of the arbitrator shall be final and binding upon the parties. The arbitrator shall have no authority to add to, subtract from, change or alter any of the terms of this Agreement nor add to, detract from, or modify the language of the Agreement in arriving at their decision. The arbitrator shall confine the decision to the issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) not so submitted.

3.062 Costs of Arbitration

Each party shall bear the full cost for its representation in the arbitration proceedings. The costs and expenses of the arbitrator and the American Arbitration Association shall be paid by the losing party.

3.063 Transcripts

Should either party desire a transcript of the arbitration proceedings, then the costs for the transcripts shall be divided equally between the parties.

3.07 Time Limits

The time limits set forth in this procedure may be extended only by mutual agreement of the parties. The parties agree that every reasonable effort will be made to expedite the grievance process. A grievance that is not timely filed or appealed to the next step shall be deemed waived.

3.08 Expedition of Grievances

A grievance may be submitted initially at Step 3 in a case where the grievance involves more than one immediate supervisor; where the immediate supervisor is without authority to grant the relief sought, provided the Superintendent may remand the grievance if the immediate supervisor does hold such authority; or where the grievance arises from the action or inaction of an administrator above the level of immediate supervisor.

3.09 Record Keeping

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

3.10 Rights of Representation

The grievant has the right to Union representation at all meetings and hearings involving the grievance.

The Union has the exclusive right to file grievances and be present for the adjustment of any and all grievances.

The Union shall have the exclusive right to determine whether to proceed to the arbitration step of the procedure.

The Union shall designate a representative to receive copies of all communications in the processing of grievances.

3.11 Attendance at Grievance Meetings

An employee whose presence is required at any grievance meeting described in this Article shall be made available for such meeting without loss of pay or leave. Whenever illness or other incapacity of either party or its representatives prevents attendance at a grievance meeting, the time limit

shall be extended to such time that such person(s) can be present.

3.12 Protected Activity

An employee who participates or intends to participate in any grievance as described herein shall not be subjected to discipline, reprimand, warning, or reprisal because of such participation or intention.

3.13 Resolution After Agreement Expiration

Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder before the expiration may be processed through the grievance procedure until resolution.

3.14 Delivery of Grievances

Forwarding of written grievances, notice of hearings, or disposition of grievances may be mailed or hand-delivered. It shall be the responsibility of the appropriate BASE representative or the responsible administrator to assure delivery of written notice within the specified time period.

ARTICLE IV. BASE RIGHTS

4.01 BASE Payroll Deductions

Payroll deduction of annual dues, fair share fees, assessments, and contributions shall be provided to BASE by the Board without cost in accordance with the following procedure.

4.011 Authorization/Deduction Schedule

Upon written assignment authorization of the employee on forms provided by BASE, the Board shall make the authorized annual deduction in equal prorated amounts from the first paycheck in October or with the next paycheck received after such authorization, whichever is later, and continuing through the last paycheck in May.

4.012 Continuing Deduction

Such authorization shall continue in effect from year to year unless revoked by the employee between September 1 and September 30 of any year on a form provided by BASE. A copy of such revocation shall be provided simultaneously both to the Board and to BASE.

4.013 Balance Due Deduction

The balance of the annual deduction shall be collected by the union.

4.014 Remittance of Deductions

The deductions shall be remitted to BASE on each pay date. The remittance, at BASE's option, may be made available for pickup at the Board office by designated BASE representatives or sent to BASE by U.S. mail.

4.015 Remittance Report

The deduction remittance shall be accompanied by a report showing the employee's name and amount of deduction.

4.016 Notice of Change in Amount

BASE shall give written notice to the Board Treasurer of any change in the amount of deduction at least twenty (20) days before such change is to be effective.

4.017 Inapplicability

The authorization and revocation forms described in this Article shall be inapplicable for employees paying the fair share fee.

4.02 BASE Meetings

BASE shall be allowed to hold meetings on District property, provided that advance notification has been provided to the

building principal by submitting a building use form, and BASE use of the building does not interfere with any previously scheduled utilization of the building. When special custodial services are needed, the Board may charge BASE according to Board policy.

4.03 Mail Service/Mailboxes

BASE shall be allowed use of the Board mail service, including employee mailboxes, for BASE communications to and from employees. BASE shall be provided a mailbox at the work location of the BASE President or designee.

4.04 Bulletin Boards

BASE shall be allowed to post notices and other information regarding BASE activities and concerns at each work site in the same locations as employee mailboxes in an adequate space designated for exclusive use by BASE.

4.05 Facilities/Equipment

BASE shall be allowed to use school facilities and equipment, including, but not limited to, typewriters, mimeographing, FAX machine and other duplicating and photocopying machines, calculating, and computing machines, audio-visual equipment, and word/data processing equipment at all reasonable times when such items are not otherwise in school use. BASE shall provide or pay for any consumable material attendant to such use and shall limit such use to its function as bargaining representative.

4.06 BASE Reports

BASE shall be allowed, upon request by BASE representatives, to present brief reports and announcements at the conclusion of staff meetings.

4.07 Membership Identification

BASE members shall be allowed to wear and otherwise display pins or other identification of membership in BASE, provided that such display does not disrupt school operations.

4.08 BASE Leave

Upon written authorization to the Superintendent by the BASE President, an employee shall be granted leave with pay and without loss of other leave for the purpose of conducting BASE business. Such leave shall not exceed eight (8) workdays in the aggregate during any fiscal year; provided, in addition, that there shall be no restrictions on the use of personal leave, in accordance with Section 7.02 of the Agreement, for such purpose. Such request shall be granted upon written authorization to the Superintendent by the BASE President five (5) workdays before such leave is to commence, except in the case of an emergency.

4.09 Fair Share Fee

Any employee who is not a BASE member shall pay to the BASE a fair share fee as a condition of employment and in an amount equal to, but not to exceed, annual total affiliated dues paid by members of BASE, subject to the internal rebate procedure in compliance with all applicable state and federal laws. BASE will provide the list of employees and amounts owed by each employee.

4.091 Method of Payment

The Board shall deduct the fair share fee from the pay checks of an employee who is not a member of BASE. The deduction shall be in accordance with the procedures specified in Section 4.01 of this Agreement. The deduction shall commence with the first paycheck issued after January 15 of each year unless the Treasurer's Office receives written notice from BASE that a different date is required legally or that such employee has elected another method of payment. If the employee defaults in such other method of payment, the Board shall commence payroll deduction of the appropriate amount immediately upon written notice of such default to the Treasurer's Office by BASE.

4.092 Hold Harmless and Indemnification

BASE shall indemnify and hold harmless the Board, its members, and its agents (Board) from and against any claim or liability that may arise out of, or

by reason of, any action taken by the Board for the purpose of complying with this "Fair Share Fee" provision. BASE shall also pay any judgment or settlement achieved in such cases. BASE shall provide the attorney to represent the Board and BASE in such action; provided that the Board approves the attorney and that such approval will not be unreasonably withheld; provided that the Board gives BASE written notice within ten (10) days of the Board receiving written notice of any claim made or action filed against the Board by a non-member for which the indemnification is claimed; provided:

1. The Board agrees to (a) give full and complete cooperation and assistance to BASE and its counsel at all levels of the proceeding, (b) permit BASE or its affiliated organizations to intervene as a party if it so desires, and/or (c) to not oppose BASE or its affiliated organizations' application to file briefs amicus curiae in the action;
2. The action brought against the Board must be a direct consequence of the Board's good faith compliance with the fair share fee contract provision provided, however, that there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to a court order) or misapplies the fair share fee contract provision.

4.10 BASE Business on District Property

Duly authorized representatives of BASE and its respective affiliates shall be permitted to transact official BASE business on District property at all reasonable times, provided that such activity shall not interfere with nor disrupt normal Board operations.

4.11 Public Address/Intercom Systems

Duly authorized BASE representatives shall be allowed to present brief announcements regarding official BASE business by use of any public address/intercom system available at each work location before or after the regular student day.

4.12 Board Agenda/Minutes

BASE shall be provided a copy of the full agenda for all regular board meetings and minutes of each Board meeting unless they are posted on the district's website. Such information shall be provided to BASE at the same time it is provided to Board members.

4.13 Bargaining Unit Roster

BASE shall be provided a current personnel directory by September 30 of each year. If any corrections/additions need to be made, BASE shall notify the Superintendent within 10 workdays from September 30. A corrected personnel directory shall be provided to BASE within 15 workdays of said notification to the Superintendent. Such personnel directory shall include the following information about each employee, listed alphabetically by the employee's name: home address, home telephone, (unless written request by the employee to the Superintendent not to provide by September 15), work location, job assignment. The BASE President shall be advised in writing of changes in the personnel directory as the changes occur.

4.14 Officer Leave

Upon request of BASE, an employee elected to a state or national office of an affiliated professional organization will be granted an unpaid leave of absence in accordance with this Agreement to serve in such office.

4.15 Seniority List

A seniority list in accordance with Section 1.03 H of this Agreement shall be prepared by the Board with ten (10) copies given to the BASE President by September 30.

The seniority list shall be updated each year or as necessary and ten (10) copies provided to the BASE President. The list shall include teacher certification/licensure currently known and on file and jobs on record for classified employees.

4.16 New Employee Personnel Information

BASE shall be furnished the following information for each

new bargaining unit employee within ten (10) working days after the new employee is confirmed by action at an official Board of Education meeting.

- a. Name, home address, and phone number (unless written request by the employee not to furnish home telephone number.)
- b. Date of employment
- c. Job classification and salary

ARTICLE V. EMPLOYMENT CONDITIONS

5.01 Work Day

The regular work day, including a lunch break and any rest breaks, shall not exceed eight (8) hours for a custodial/maintenance, secretarial/clerical employee, or a head cook, or seven and one-quarter (7 ¼) hours for any other employee.

5.011 Lunch Break

Each employee working six (6) or more hours per day shall be provided a duty-free, uninterrupted lunch break of not less than thirty (30) consecutive minutes.

5.012 Rest Breaks

A classified employee shall be provided a duty-free, uninterrupted rest break of not less than fifteen (15) consecutive minutes for each four (4) consecutive hours of work per day. Such breaks shall be scheduled at a reasonable time during each four hour period. Certificated employees may use planning time for such rest breaks.

5.013 Minimum Work Day

The minimum work day for any employee shall be two (2) hours.

5.014 Bus Drivers' Work Day

Drivers' regular five (5) hour day shall include thirty (30) minutes per day for performance tasks (i.e. cleaning, fueling, maintenance, washing, inspection, etc.). The driver shall be compensated in fifteen (15) minute intervals over the five (5) hour minimum for established bus routes that exceed the five (5) hour day when a pattern has been established for a two (2) week period after notification to the Superintendent.

5.02 Work Week

The regular work week for employees shall be Monday through Friday and shall not exceed forty (40) hours for custodial/maintenance, and secretarial/clerical employees; thirty-seven and one-half (37 ½) hours for computer tech aides; thirty-six and one-fourth (36 ¼) hours for certified employees, and educational assistants; forty (40) hours for a head cook; fifteen (15) hours for cafeteria workers; and twenty-five (25) hours for bus drivers.

In the event the Board creates a new position, the Superintendent may designate the work week for that position(s) Tuesday through Saturday. Bargaining unit members hired before January 1, 2010, may bid on the new position with the work week Tuesday through Saturday. However, no bargaining unit member hired before January 1, 2010, will be forced to work the regular Tuesday through Saturday work week unless he/she bids for and is awarded the position.

5.03 Work Year

The regular work year for employees shall be as follows:

Bus Driver:	188 workdays, including 8 paid holidays and 2 in-service days.
Cafeteria Employee: (Cook, Cashier/Cook; and Cafeteria Worker)	188 workdays, including 8 paid holidays and 2 in-service days.

Certificated Employee:	184 workdays,* including 4 non-student-attendance days and two conference days.
	*185 days beginning with the 2013-2014 school year.
Custodial/Maintenance Employees:	12 month employee with 11 paid holidays.
Educational Assistants:	188 workdays, including 8 paid holidays and 2 in-service days.
Computer Tech Aide:	198 days, including 8 paid holidays and 2 in-service days.
Secretary: (Elementary and High School)	212 workdays, including 8 paid holidays.
Student Services/ Guidance Secretary	212 workdays, including 8 paid holidays. Additional work days may be assigned by the Superintendent to meet the needs of the District as well as State and local reporting requirements, with reasonable notification to the employee.

Any proposed school year calendar shall be presented for consideration at a meeting described in Section 2.07 of this Agreement before such calendar may be presented to the Board.

5.04 Class Size

The Board agrees that class size shall meet the minimum standards set forth by the State of Ohio, Department of Education, and Ohio Administrative Rules. The Board and the Association are cognizant that over-crowded class conditions are not conducive to excellence in teaching nor academic achievement by students. When an association

member believes that over-crowded conditions exist, he/she will bring it up to the administration. The administration will then meet with the effected member to receive input on how to resolve the issue. Further, the Board agrees that a desirable maximum academic classroom size is twenty-five (25) students. Every effort to maintain such size shall be utilized. Special needs students count as one and one half (1 ½).

5.041 Contact Time

Maximum student contact time per day for an employee should be three hundred sixty (360) minutes, but shall not exceed one thousand eight hundred (1,800) minutes per week, including any instructional time, study halls, hall monitoring duty and activity period/lunch duty assignment.

5.042 Teaching Preparations

The number of different teaching preparations within each department shall be equalized to the extent possible.

5.043 Work Load

The work load of classified employees shall be shared/divided reasonably equal among each classification per scheduled shift. This shall be achieved through a joint committee of 2 bargaining unit members appointed by the BASE President and the Superintendent. The final authority shall rest with the Superintendent in equalizing the work load.

5.05 Planning Time

Each certificated employee should receive uninterrupted planning time of no less than two hundred forty (240) minutes per week, but shall receive no less than two hundred ten (210) minutes per week.

5.051 High School and Middle School

Each high school and middle school certificated employee shall receive no less than one (1) planning period per day.

5.052 Elementary

Each certificated employee on the elementary level shall receive planning time in periods of no less than thirty (30) consecutive minutes each and with no fewer than one period per day subject to Section 5.05.

5.053 Planning Time During School Day

- A. Planning time shall be during the school day while students are present unless dismissal time for students is changed to facilitate planning time without students present.
- B. When an employee has been designated on elementary hours, their planning time will not begin prior to the scheduled elementary student day.

5.054 Early Dismissal

The Board will provide for an early dismissal six (6) times during the school year, two (2) of which shall be on parent - teacher conference days, and four (4) of which shall be on the last student attendance day of each nine (9) weeks. The minimum hours of student attendance required by state law shall be maintained on these six (6) days. The four (4) half-day dismissals at the end of the nine (9) weeks will be planned inservices by the administration, BASE, and the CIP committee. The planned inservices must be attended by all certificated employees.

5.06 Elementary Music, Art, and Physical Education Employees

Music, art, keyboarding and physical education should be taught by employees with specific certification/licensure in these fields.

5.07 Copy Machine Services

Adequate copy machine service for instructional materials will be available.

5.08 Work Materials

5.081 Equipment, Tools, Supplies, and Materials

Each employee shall be provided, as determined by the immediate supervisor, with the equipment, tools, and supplies necessary to perform the duties of the employee. Employee recommendations shall be considered for such items before such items are purchased. At the employees request, The Board shall provide smocks, safety glasses, or other appropriate clothing or safety equipment for each employee whose work assignment exposes the employee to grease, dirt, or chemicals.

5.082 Instructional Materials

The Board shall provide each certificated employee the supplies and materials required in the employee's daily responsibilities, including, but not limited to: paper; chalk; chalkboard erasers; copy of the teacher's editions of all texts used, if available; and texts. The Board also will strive to provide current periodicals, reference books, and standard tests.

5.083 School Property

Any school equipment, tools, supplies, and materials including, but not limited to: paper, chalk, chalkboard erasers, copy of the teacher's edition of all texts used, texts, grade books, class schedules, attendance lists, and lesson plan books, are the property of the Board, and are subject to inspection upon demand, and must be returned upon request.

5.09 Money Collection

Except during the first and last two weeks of the school year, certificated employees shall not be requested nor required to collect Board-required fees from students.

5.10 Mentor Program

The parties shall meet and attempt to mutually arrive at a solution to issues that may arise regarding the Mentor Program. A separate Committee comprised of four (4) members selected by the Union and four (4) members selected by the Board will be established to discuss and negotiate language as it relates to the Mentor Program.

5.11 Employee Orientation and Training

Each new employee shall be provided orientation in the employee's respective assignment by the immediate supervisor. New classified employees also shall receive training to perform the duties in the respective assignment by the shift supervisor and/or full time classified employees for whose position the new employee is training.

5.12 Protection of Employee Property

The Board shall provide a lockable storage unit for the personal property of each employee.

5.13 Employee Rest Areas

Lunchroom and restroom facilities shall be provided for employee use. Such areas shall be secluded from students. Restroom facilities for men and women shall be separate.

5.14 Telephone Use

Adequate private telephone facilities for the purpose of work-related business shall be made available at each work location for employees. Employees shall be allowed the reasonable use of such phones for personal calls. The placing of personal long-distance calls shall be made by using the employee's own personal telephone credit card.

5.15 Employee Parking

Adequate off-street parking facilities shall be provided and maintained properly for employees at each work site. Paving should be included in any new building construction plans.

5.16 Employee Health and Safety

The Board shall notify BASE and employees of all known hazards, and hazards as determined by the appropriate federal, state, and local agencies, and shall correct all such hazards. Employees shall not be required to work under conditions determined by such agencies to be unsafe or hazardous. An employee who believes that they are working or have been asked to work under conditions which are in violation of federal, state, or local health and safety regulations shall inform their immediate supervisor and the appropriate agency shall be contacted immediately. The employee shall not be required to perform such work until the appropriate agency has rendered a decision.

5.17 Student Discipline

The Board shall provide all reasonable assistance and protection of employees in the control and discipline of students. If the employee is not satisfied with the administration's discipline decision, the employee may meet with the appropriate administrator to review and discuss the matter. The employee may, at his/her option, have a BASE representative present during the meeting.

5.18 Classroom Interruptions

Interruptions to a classroom in which class is being held will be held to a minimum. The use of the intercom for announcements shall be limited to once in the morning and once in the afternoon, except for emergencies; and, to the extent necessary, health screenings and pictures.

5.19 Grade Changes

Under normal circumstances, grades given to students by employees are final. If a principal believes a grade is in error or cannot be substantiated or justified, the principal shall discuss the grade with the employee who assigned the grade and, at the request of the employee, a BASE representative. In the event that a grade assigned to a student by an employee is changed without the concurrence of the employee, the employee shall not be held responsible for the grade changed by the administrator, nor is the principal's decision a grievable issue.

5.20 Special Needs Students

Regular and special education teachers shall be notified and given the opportunity to examine an IEP prior to and after a special needs student is placed in their classroom. No regular or special education teacher will be required to perform any medical or custodial care services that were not performed prior to January 1, 1995. All special needs students shall count as one and one-half (1 ½) for the purposes of Section 5.04. (Note for the purpose of this Article students receiving speech services excluded)

5.21 Local Professional Development Committee (LPDC)

5.211 Purpose

A Local Professional Development Committee (LPDC) shall be established to oversee and review professional development plans for course work, determine continuing education units, and/or other equivalent activities necessary for certification or license renewal.

5.212 Committee Composition and Selection

The committee shall be comprised of five members, three BASE teacher representatives appointed by BASE, and two administrators appointed by the Superintendent. The BASE members, if possible, shall be from each building. Terms of office shall be in accordance with the Constitution and By-laws of the LPDC. Replacements shall be selected in the same manner as the original members were selected.

5.213 Duties

The committee shall select a chairperson and shall formulate a constitution and by-laws to control the operations of the Committee, including, but not limited to, the meeting dates, times, what determines a quorum, decision making and an appeal procedure. The appeals process shall not preclude any appeal process established by the county or state, but the local process must be the

first pursued. A decision of the LPDC or any body that hears an appeal shall not be subject, in whole or in part, to any portion of the grievance procedure set forth in this negotiated agreement.

5.214 Meetings and Compensation

The LPDC shall schedule four meetings per year or as often as necessary to complete business. Providing professional development funds are available from state, federal or local sources, each teacher member of the LPDC shall be paid an hourly rate based on the per diem at bachelor's step 0, or a flat rate of twenty dollars (\$20) per hour whichever is greater for meetings outside the teacher day.

5.22 Duties and Miscellaneous Rules

5.221 Required Time in the Building

Teachers shall be in their buildings prior to opening of school and remain in the buildings until buses transporting their students have departed as long as in accordance with 5.02. The time of opening and closing shall be determined by the Superintendent.

5.222 Required Meetings

Employees shall be required to attend all meetings called by the Superintendent, building principal, or immediate supervisor, unless excused by the person calling the meeting. A day and time shall be designated for such meetings, except for emergency meetings; meetings shall be cancelled when unnecessary; and, except in emergencies, meetings shall occur no more often than weekly nor last longer than thirty (30) minutes.

5.223 Leaving the Building

The employee should notify the immediate supervisor's office when they leave the school during the workday.

A. Conference/Planning Period

An employee must have the immediate supervisor's authorization before leaving the

building during a conference/planning period, provided that the authorization will not be withheld unreasonably.

B. Lunch Period

An employee may leave the building/job assignment during their lunch period by notifying the immediate supervisor's office, unless the employee's job responsibilities preclude them from leaving the building/job assignment.

5.224 Inservice Day

Scheduled inservice meetings shall be held for all employees on the same day(s) and at the same time unless specific special areas inservices are available for individual groups of employees. Any material prepared shall be distributed to all employees.

5.225 Chain of Command

The Board of Education shall establish a chain of command which indicates each classification, or employees' immediate supervisor to whom the employee is responsible. If the Superintendent is the immediate supervisor, the name of a designee shall also be established in the event of the Superintendent's absence.

ARTICLE VI. EMPLOYMENT PRACTICES

6.01 Job Classification

All bargaining unit positions shall be assigned to one of the following job classifications: custodial/maintenance, food service, secretarial/clerical, educational assistant, transportation, or certificated. Such assignment shall not be unreasonable, arbitrary, or discriminatory.

6.02 Job Descriptions

The Board will use the OSBA suggested job descriptions when applicable. The Board reserves the right to establish new bargaining positions and the responsibilities for those positions. Whenever the Board establishes a new bargaining unit position, the parties shall negotiate the compensation for that position and any effects of this new position upon the existing bargaining unit. All job descriptions shall contain the following: (1) the job title, (2) the job classification to which the job is assigned; (3) the job title of the immediate supervisor; (4) a reference to the pay schedule for the position; (5) the length of the regular work day (hours) and work year (workdays) for the position; (6) the qualifications for the position; (7) a list of the job functions, duties, and responsibilities; and (8) the statement, "Such other duties as related reasonably to those above." Employees will not be required to perform duties not specified within their job descriptions, except in emergencies of a non-recurring nature.

6.03 Bargaining Unit Work

Bargaining unit work shall not be performed by volunteers nor assigned to Board personnel not within the bargaining unit, except: (1) when no bargaining unit member is available for or agrees to accept such work; (2) in emergencies; and (3) in the strict continuation of the past practice of "working supervisors" in the custodial/maintenance and the food service areas. Such "working supervisors" shall not be used to replace bargaining unit employees. "Working supervisors" shall be considered the least senior employee regarding bargaining unit work described in Section 6.13. The Board shall enter no agreement with a private concern nor with another governmental unit to provide services that are being provided or may be provided by employees without first notifying BASE in advance and providing BASE an opportunity to bargain.

6.031 Community Volunteers

The Superintendent shall contact the BASE President for approval before implementing the use of any community volunteers.

6.04 Vacancies

A bargaining unit position vacancy shall exist when the employee who held that position leaves the employment of the Board, accepts assignment to another employment position with the Board which the Board determines to fill, or when the Board creates a new bargaining unit position. The position of an employee on leave granted pursuant to this Agreement shall be considered a temporary vacancy and shall be filled temporarily in accordance with this Article. A temporary vacancy is for more than twenty (20) consecutive workdays. In the case of a certificated employee, such temporary vacancy shall exist only when the leave is for one semester or more. Prior to assignment to a position vacated as a result of a leave of absence, an employee shall be advised in writing by the Superintendent that the assignment is temporary subject to another employee returning from leave. Upon return of the employee on leave, an employee assigned to a temporary vacancy shall return to their former position. For each such temporary vacancy, the number of employee assignments ("bumps") required by this section shall not exceed two (2).

6.041 Posting

Each vacancy shall be posted by written notice to classified or certified employees by the Superintendent no fewer than ten (10) workdays before the position is to be filled. A copy of each posting shall be sent to the BASE President. Such posting shall occur as soon as the vacancy is officially known, but no later than ten (10) workdays from that date. The posting shall state the title of the position, all qualifications for the position, the work location for the position, the date the vacancy will exist, the person to whom application is to be submitted, and shall have attached a copy of the job description for the position. The position shall be filled no later than fifteen (15) workdays after the posting period above or the date the vacancy exists, whichever is later, provided there is a qualified applicant for the position. During the summer months when school is not in regular session, such postings shall be mailed or attached to paychecks to employees not on duty. A vacant position may be filled by a substitute during the period of posting.

6.042 Seniority Preference

All job qualifications being equal (as determined by the Superintendent), preference shall be given to the senior qualified employee applicant for a vacancy in accordance with all applicable sections of the following procedure.

1. First preference shall be given to an employee, in the same job classification as the vacancy and who holds that job.
2. Second preference shall be given to an employee in the same job classification as the vacancy if the vacancy offers the employee more work hours or pay per year.
3. Interviews shall be given to an employee(s) from a different job classification. Classified employees filling a vacancy from one job classification to another shall start at Step 1 in the new job classification.

6.05 Transfers

6.051 Definition

A transfer shall be the assignment or reassignment of an employee to a different work location, a different position, a different bus route, or a different shift. For a certificated employee, a transfer also shall be assignment to a different grade level or subject area.

6.052 Involuntary Transfer

Any involuntary transfer shall not be arbitrary, capricious, or discriminatory. No vacancy will be filled by means of an involuntary transfer if there is a qualified volunteer available to fill such position.

Certificated employees shall not be assigned to positions outside the scope of their certification, except with the consent of the employee and BASE. Certificated employees shall be notified in

writing by the close of the school year of any change in building, grade level, or subject area for the fall semester and by December 15 for the spring semester, except that such changes may be made afterward because of unforeseen circumstances. A classified employee shall be notified no less than ten (10) workdays in advance except with the consent of the employee, of any involuntary transfer, the reason therefor, and the effective date of the transfer. In an emergency, a temporary involuntary transfer may be made without prior notification, provided the employee so transferred shall be notified of the reason therefor within three (3) working days following the transfer.

An involuntary transfer will be made only after a meeting between the employee and the Superintendent if said transfer is to another building, except that for emergency transfers, the transferred employee shall have the right to such a meeting within three (3) working days following receipt of the written reason.

Involuntary transfer will be made only after a meeting between the employee and the employee's immediate supervisor if the transfer or reassignment is within the same building. The employee shall have notice of the meeting and the subject of the meeting no less than two (2) workdays in advance. The employee may, at their option, have a BASE representative present at such meeting.

6.06 Employee Evaluation

A Board-adopted policy for standards-based teacher evaluation will be included in this Agreement and replace this Article in consultation with teachers and in accordance with R.C. 3319.111.

In accordance with House Bill 153 and amended Ohio Revised Code Section 3319.111, the parties acknowledge that a standards-based teacher evaluation policy must be adopted by the Board and thereafter included in this Contract on or before July 1, 2013. In order to facilitate the adoption of Board policy as required by law, an Evaluation Review Committee (ERC) will be formed to provide

additional stakeholder input and facilitate the statutorily required consultation with teachers relative to the development of that Board Policy.

1. Composition

- a. In addition to participating administrators, the Committee shall be comprised of four (4) bargaining unit members recommended by the Association President.
- b. Bargaining unit committee members shall be teacher leaders representative of elementary, secondary and specialty areas within the District.

2. Operational Procedures

- a. The Committee shall be chaired jointly by a bargaining unit committee member and an administrator.
- b. Members of the Committee will receive training in the state adopted Evaluation Framework model prior to beginning their work.
- c. The Committee will establish by mutual agreement a meeting calendar and timeline for work completion. At the initial meeting, the Committee will develop the ground rules by which the Committee will operate.
- d. The Committee may establish sub-committees to assist with their work whose members will be jointly appointed by the Committee co-chairs.
- e. By the end of the 2012-2013 student school year, the Committee will recommend an evaluation policy for adoption by the Board.

3. Secretarial Support

The Board will provide necessary clerical support and assistance to the Committee.

4. Committee Authority

- a. The Committee shall not have the authority to negotiate wages, hours or terms and conditions of employment.
- b. The Committee is responsible for recommending a standards based teacher evaluation to the Board.

Until such time, the following will continue to be implemented:

The performance of each limited contract employee shall be evaluated no less than twice annually for employees in the first year of employment, in the first year assigned to a new position, in any year in which the limited contract of a certificated employee is to expire. Employees with continuing contracts shall be evaluated no less than once every two years.

All employees shall be evaluated by his/her immediate supervisor or Building Principal. Employees assigned to more than one school or worksite shall have one (1) designated supervisor or Building Principal for evaluation purposes.

6.061 Supervisory Observation

Employee evaluations shall be based on actual observation of the employee's performance by the appropriate immediate supervisor or Building Principal. Each employee shall be informed in writing of the name of their evaluator.

6.062 Orientation

Each employee shall be provided with a copy of the Employee Observation/Evaluation Report form (OSBA Evaluation form when applicable), at the beginning of each school year or at the time of first employment, whichever is later. At that same time, the evaluator shall provide the employee with an explanation of the evaluation procedure and form and an opportunity for discussion thereof. Formal observation or evaluation of an employee may not

occur until the provisions of this section have been completed.

6.063 Evaluation Criteria

The criteria on which employee evaluation is based shall be the duties described in the employee's job description, the evaluation instrument, and duties assigned to the employee.

6.0631 Procedures Supersede Ohio Law

The evaluation procedures outlined in this Collective Bargaining Agreement supersede and control over the evaluation procedure found in the Ohio Revised Code, Section 3319.111.

6.064 Certified Evaluation Schedule/Procedure

The required evaluations of an employee in the year of expiration of a limited contract shall be completed by April 10. The required evaluations of all other employees shall be completed by May 10 of each year. Evaluations of employees required to be evaluated twice annually shall be as follows: The first such evaluation shall be conducted and completed not later than January 15. The second such evaluation shall be conducted and completed not later than April 1. The employee shall receive the written report of the evaluation by April 10. The employee shall acknowledge that they have read the evaluation by signing the evaluation (such signature shall not indicate agreement or disagreement).

6.0641 Classified Evaluation Schedule/Procedure

Employees may be evaluated, annually, by their immediate supervisor. All classified employees shall have the opportunity to review any and all written evaluations regarding their work. The evaluation shall be based on job descriptions and the direct observation

and knowledge of the evaluator. The evaluator may include recommendations for improvements and provisions for assisting the employee in implementing any recommendations made. The employee shall acknowledge that they have read the evaluation by signing the evaluation (such signature shall not indicate agreement or disagreement). The employee shall receive a copy of the evaluation and shall have the opportunity to make any comments regarding the evaluation by responding in writing where as such correspondence shall be attached to the evaluation.

6.065 Observations

Each evaluation shall be based on two (2) actual observations of the employee's job-related performance in their work area by the evaluator for no less than thirty (30) consecutive minutes each. The observations shall be conducted openly and with the full knowledge of the employee. The observations shall be announced to the employee in advance.

6.066 Evaluation Report

Each employee evaluation report shall be in writing and shall include: (1) the dates, times, and places of the observations on which the report is based; (2) the evaluator's assessment of the areas in the employee's performance that are strengths, that need improvement, or that are unsatisfactory; (3) the evaluator's recommendations for improvement in the areas cited as needing improvement or as unsatisfactory; (4) the assistance given or to be given by the evaluator in the areas cited as needing improvement or as unsatisfactory; (5) a statement of a reasonable period in which the desired improvements are to be attained; (6) a statement of the consequence that may occur if acceptable improvement is not shown; and (7) the resultant progress of the employee in areas cited on the previous observation evaluation report as needing

improvement or as unsatisfactory. The evaluation report shall carry the dated signature of the evaluator and a space for the dated signature of the employee. The employee's signature shall indicate only that the employee has read the evaluation and shall not indicate necessarily agreement with its content. There shall be no more than two copies of the report; one for the employee and one for the employee's personnel file.

6.067 Conference

Each evaluation report of an employee shall include a conference between the evaluator and the employee, within ten (10) workdays after the completion of both observations, to review and discuss the report before it is signed. Days an employee is absent will not be included in the ten (10) workday limit. The employee shall be provided a copy of the evaluation report at least twenty-four (24) hours prior to the conference. An employee shall be entitled to have present at the conference a BASE representative, unless SERB rules on such matter, at which time SERB's ruling will prevail.

6.068 Other Evaluations

Any evaluations of employee performance in addition to those required by this Section shall be accomplished in a manner consistent with the provisions of this Section 6.07.

6.069 Assignments to More than One School

An employee assigned to more than one school or other work location shall be evaluated in that school designated by the Superintendent as the employee's "home building." Input may be received from the immediate supervisor from another building by means of observation reports accomplished in accordance with the procedures in this Section 6.07.

6.0610 Evaluation Notices

Notice of observation and the copy of the evaluation shall be issued directly to the employee.

6.0611 Video Cameras

Video cameras may be used on school buses and on school premises. All employees shall have full knowledge of where video cameras are located and full knowledge of their use concerning any employee. Video cameras shall not be used or referred to as the sole basis for evaluation or to initiate discipline of any employee.

6.0612 Non Renewal

- A. Limited contract teachers who are employed after July 1, 2010, and who have been employed two (2) or fewer years shall be notified by the Superintendent if they will not be recommended to the Board for rehiring for the next school year. Such notification shall be made at least ten (10) days prior to Board action on their contract, such teachers shall have the right to meet with the Board in Executive Session with representation to discuss the intended action of their contract.

This non-renewal procedure for such teachers supersedes all provisions of O.R.C. §3319.11 and O.R.C. §3319.111, and such teachers shall have no right to challenge said non-renewal pursuant to O.R.C. §§3319.11 or 3319.111 or through the negotiated grievance procedure or other tribunal.

- B. After the two (2) year probationary period, a teacher who seeks relief from non-renewal of a teaching contract may either pursue his/her rights under the Collective Bargaining Agreement, including the right to grievance procedure and arbitration or, at the teacher's option, pursue his/her statutory rights. Once selecting an option, the teacher is confined to the option. Non-renewal of all teachers not covered by Section A above shall be in accordance with O.R.C. §3319.11 [and Section 6.0631 of this Contract.*]

*Effective July 1, 2013, only the language in brackets [and Section 6.0631 of this Contract] is deleted. Remainder of Section 6.0612 remains in effect.

Non-teaching employees shall be non-renewed in accordance with O.R.C. §3319.083.

6.07 Employee Discipline

Any discipline of any employee, including, but not limited to, reprimand, suspension, demotion, or discharge shall be only for just cause; except that suspension and termination of certificated employees shall be pursuant to Section 3319.16 ORC.

6.071 Complaints

Any complaint by someone other than the Board supervisory/administrative personnel may be reported informally to the employee without disciplinary action and with nothing being placed in the personnel file.

Any discipline of an employee on the basis of a complaint by someone other than Board supervisory/administrative personnel may occur only after the matter is reported in writing to the employee and the employee has had the opportunity to discuss the matter with their immediate supervisor. If the employee disputes the factual accuracy of the complaint, the complaint may not be placed in the employee's personnel file nor may the initiation of other action result from the complaint until the employee has had the opportunity to present their version of what occurred in the presence of the immediate supervisor. The employee shall be entitled to have present at such conference a BASE representative.

6.072 Representation

An employee shall be entitled to have present a BASE representative at any time the employee is to be disciplined for any reason.

6.073 Confidentiality

The discipline of an employee shall be imposed in private.

6.08 Official Personnel Files

The Superintendent and Treasurer will maintain official personnel and payroll files for each employee which will be maintained and located in the office of the Superintendent and Treasurer.

6.081 Log of Entries

Effective January 2, 1991, each personnel file shall contain a form titled "Log of Entries" to include all of the following information (if known, in the case of items already in the file) regarding all items placed in the file: (1) a brief description of the item; (2) the date shown on the item; (3) the date the item was first placed in the file; and (4) the identification of the source of the item. No item from any anonymous source may be placed in the personnel file. Nothing in this Section shall prohibit the Board from considering items placed in an employee's personnel file that are not logged properly as the result of clerical oversight. Said "Log of Entries" shall apply only to complaints, investigations and/or disciplinary actions and not ordinary personnel and/or payroll items.

6.082 Detrimental Items

Any item detrimental to an employee's employment status and which is without substance, no longer pertinent, or otherwise inappropriate may be removed from the employee's personnel file and destroyed upon request by the employee to the Superintendent, provided that the refusal to do so may be subject to the grievance procedure. However, no record shall be destroyed in violation of law concerning public records.

6.083 Employee Knowledge of Items

Complaints, investigations and/or disciplinary items may not be placed in an employee's official personnel file unless the item has been made known to the employee, the employee has had an opportunity to read the item, and the employee has

signed the item. The employee's signature shall indicate only that they have read the item and shall not necessarily indicate agreement with its contents. The Superintendent shall review all such items before they are placed in an employee's personnel file.

6.084 Review and Reproduction of File

Each employee shall have the right, upon request, to review and reproduce one copy without charge to the employee any contents of their personnel file that previously have not been made available. A representative of BASE may, at the request of the employee, accompany the employee in such review and may, upon written authorization by the employee, review and reproduce one copy of any contents of the employee's personnel file that previously have not been made available. The employee shall have the right to respond in writing to any item(s) in their personnel file and to have the response attached to such item. An employee's personnel file shall be open to inspection only by the employee or Superintendent or persons authorized in writing by the employee or Superintendent. The employee shall have the right to obtain additional copies of the personnel file at the employee's cost.

6.09 Medical Examination

Any medical examination required of an employee subsequent to employment shall be provided at no cost to the employee. Excluding bus drivers, such examinations shall be performed during the employee's workday. The choice of medical examiner(s) shall be made by the Board.

6.10 Criminal Record Check

All new employees must have a criminal background check on file in The Treasurer's Office prior to beginning service to the District. New employees will be responsible for the expense of the criminal background check. All current employees required to have a criminal background check to be in compliance with Federal or State law must provide a copy to the Board. The Board will pay for criminal

background checks required by law or at the Board's request.

6.11 Substitutes for Absentees

Except during the summer break a qualified substitute employee shall be employed for any absent employee whenever available. An employee shall not be required to substitute for an absent employee, except as provided in Section 8.11 of this Agreement. However, an employee may substitute voluntarily during their off-duty hours for an absent employee. A substitute shall be expected to perform all duties of the absent employee.

6.12 Scheduling (Classified Employees)

The schedule of a classified employee shall be made with preference to seniority for the following: the time of the lunch period, the time of the break periods; vacations; bus routes. Shift employees may choose to substitute for day turn absences by building. When so doing, they waive the premium pay for the time. Sweeper-cleaner will be paid at the first step of the custodial pay rate when substituting for a custodian. Shift employees will be called/notified prior to calling regular subs. Shift employees may notify their supervisor in writing if they choose not to be called/notified. A shift employee who chooses to be reinstated on the called/notification list will submit the request in writing to their supervisor. The supervisor shall acknowledge the reinstatement in writing to the employee.

6.13 Overtime Assignments

Any assignments of overtime work to an employee shall be voluntary and shall be made with preference to the seniority of qualified employees within the job classification in which the overtime work occurs. Minimum overtime assignments not contiguous to a regular shift shall be two (2) hours. Such assignments shall be on a rotating basis beginning with the employee next less senior to the employee last given such overtime assignment. Overtime opportunities shall be made known to employees as soon as possible and assigned on a monthly basis. Extra athletic bus trips including swim program will be grouped by season/sport, not by individual games. Working supervisors shall not receive bargaining unit overtime work.

Overtime opportunities shall be offered on a rotating basis to employee(s) within a classification who are qualified to do the work. Overtime shall be voluntary unless everyone on the list has refused, then the employee who was up for the overtime shall be required to work the overtime.

In performing a combination or primary job duties, supplemental job duties, and/or substitute job duties; a classified employee will not work over forty (40) hours collectively in any work week except with the prior permission of the Superintendent. Overtime, supplemental jobs and/or substitute jobs will not be considered for seniority or any other benefits provided under this Agreement. Field trips which require an overnight stay will be calculated at the employee's regular rate of pay unless the employee exceeds 40 work hours in that week. Sleep or hours not supervising students will not be calculated as paid hours. Hours exceeding 40 work hours per week shall be paid at time and one-half of employee's regular rate of pay.

6.14 Assignments for Medical Reasons

An employee removed from an assignment as a result of failing to pass a medical examination required for the position shall be allowed to perform other available bargaining unit work for which they are qualified until such medical examination is passed. Continuing contract rights held by such employee shall be waived until the employee returns to the former position or earns continuing contract in the new position. Pay shall begin at the entry level rate and continue until a higher rate is earned or the employee returns to the former position.

6.15 Non-Discrimination

The provisions of this Agreement shall be applied to all employees without regard to the race, creed, color, religion, national origin, age, sex, or handicap.

6.16 Supplemental Pay Positions

6.161 Posting and Filling Position

In the Spring, the Superintendent will post supplemental pay positions as listed in Appendix D

of this Agreement, setting forth whether the positions are vacant as defined in 6.04 or not vacant. Applications received within ten (10) calendar days of the posting will be accepted by the Superintendent for only those positions listed as vacant on the posting. If a position(s) becomes vacant after the posting which needs to be filled, the Superintendent will post the position(s) which become vacant. The Superintendent may post, in his discretion, vacant supplemental positions before the Spring. Applications received within ten (10) calendar days of the postings will be accepted and considered by the Superintendent.

6.162 Non-Renewal of Supplemental Contract

Non-renewal of a supplemental contract shall be preceded by written notification by the Superintendent to the employee and the BASE President stating the intent to consider non-renewal of the contract and the reason(s) for such consideration. An employee being so notified for non-renewal of supplemental contract shall be given notice, in writing at least ten (10) workdays in advance, of the opportunity to address the Board, with counsel, in executive session prior to any action by the Board. If a program is cancelled and a supplemental contract is non-renewed within fourteen (14) days of the first practice/ meeting, one-fourth (1/4) of the supplemental amount shall be paid the employee.

6.163 Payment for Supplemental Positions

Payment for all supplemental positions will be paid by a separate check/deposit at the end of the athletic season (Fall, Winter or Spring) or academic year, whichever is applicable. If coaches wish to have payment split three ways throughout the season, payment will be included in their regular paycheck. Notice of payment option to be given to the athletic director at the start of the season. The tax rate for single payment shall be 25% for Federal and 2% for State.

6.17 Summer School and Evening School Positions

All openings for summer and evening school administered by the Board shall be posted and filled in accordance with provisions stated in this Agreement.

6.18 Buses/Field Trips

All field/extra trips shall be offered to regularly employed bus drivers from a seniority rotating roster. Drivers shall have the option of taking a field trip in lieu of making their usual run.

All field trips shall have at least one (1) teacher/adult as a passenger on board the bus to and from the activity.

Sitting time at the event shall be considered as time worked for pay purposes, unless said field/extra trip requires an overnight stay. Sleep or hours not supervising students will not be calculated as paid hours.

All field/extra trips shall be paid at the employee's current hourly rate except as noted above.

No buses are required for a field/extra trip unless at least ten (10) students are needed to be transported.

6.19 Non-Paid Extra Duties

An employee shall have the right to refuse, except for a short-term emergency situation, any non-paying extra duties without fear of recrimination or reprisals.

ARTICLE VII. LEAVES, HOLIDAYS, AND VACATIONS

7.01 Sick Leave

An employee unable to work because of personal illness, pregnancy, injury or because of the illness or death of a member of the employee's immediate family, or because of exposure to a communicable disease which could be communicated to other employees, shall be granted sick leave without loss of pay in accordance with the provisions below.

7.011 Accumulation

Each employee shall accumulate 1.25 days of sick leave for each month of employment, including time spent on any paid leave. A new employee shall be advanced five (5) days of sick leave credit immediately upon approval of employment by the Board. A current employee who has exhausted all earned sick leave shall be entitled to a one-time advancement of five (5) days of sick leave credit over the life of the contract. The days advanced shall be deducted from future sick leave earned by the employee. All sick leave accumulated previously in public employment in Ohio shall be credited to an employee up to the maximum accumulation described below. Sick leave accumulation shall be unlimited.

7.012 Immediate Family

The immediate family of an employee shall include mother, mother-in-law, father, father-in-law, brother, brother-in-law, sister, sister-in-law, wife, husband, children, foster children, grandparents and grandchildren. Any individual(s) living in the same household in permanent and domestic character under one head shall also be defined as a member(s) of the immediate family.

7.0121 Bereavement Leave

An employee shall be granted three (3) bereavement days per year for immediate family without loss of pay. The appropriate form must be completed including the relationship.

7.013 Sick Leave Forms

Necessary sick leave forms must be filled out in the immediate supervisor's office by the employee on the first school day back on the regular job, except that an employee who anticipates being absent for two weeks or more shall submit a completed sick leave form provided by the Administration and shall

return such forms to the Treasurer's office on or before a date designated by the Treasurer.

- A. A doctor's excuse is required of any employee absent five (5) consecutive days.
- B. An employee absent for an extended period (two weeks or more) is required to provide a doctor's authorization upon return to work.

7.014 Use of Sick Leave

An employee shall be allowed the use of sick leave in half-day increments and, upon approval of the immediate supervisor, in quarter-day increments.

7.02 Parental Leave

7.021 Definition

A "parental leave" is defined as absence from school without pay by an employee who is pregnant, is adopting a child, or is to become a parent by reason of pregnancy of his spouse.

7.022 Notification of Pregnancy

In the event that an employee becomes pregnant, the employee shall, as soon as possible, notify the Superintendent. Said notification of the condition of pregnancy shall be by the end of the fifth month as designated by a certificate of the attending physician. This notification shall be in writing and shall include the following:

- a. A medical certificate signed by the employee's physician confirming the pregnancy.
- b. The medical certificate shall indicate the anticipated birth date of the baby.
- c. In the event an employee may desire a parental leave, the employee's statement should include the approximate date of the commencement of said leave.

7.023 Procedure for Parental Leave

An employee who desires parental leave shall notify the Superintendent at least thirty (30) days in advance of the commencement of said leave. This notification shall be in writing and shall indicate the actual date for commencement of said leave. In emergency and unusual situations, the thirty (30) day written notification requirement shall be waived by the Superintendent of Schools.

7.024 Term of Parental Leave

All parental leaves shall be for the remainder of the school year in which the child is born or adopted and the next succeeding school year. Said leave shall begin on the first day of the parental leave and the employee shall notify the Superintendent as to the employee's intention regarding the return to employment no later than sixty (60) days prior to the expiration of the twelfth month of said leave. If the employee indicates their intention to return to work, they shall follow the same procedure enumerated in all subsequent sections of the parental leave policy. Upon approval of the Superintendent and upon assuring of a special circumstance, a parental leave of absence may be extended for a period not to exceed one (1) school year.

- a. Return to duties will be guaranteed no later than the first work day of the school year following the date that the individual is declared eligible for reinstatement.
- b. At the end of the leave, the employee shall be returned to the same or similar position which they held.

7.025 All insurance coverage provided by the Board and desired by the employee shall be continued, for those who are on parental leave, upon the payment of the premium by the employee to the Treasurer not later than the 25th day of each month preceding the month for which the premium is due.

7.026 Emergency Termination of Parental Leave

Upon written request of the employee to the Superintendent to terminate the parental leave due to unusual circumstances (i.e. loss of pregnancy, adoption) the employee may return to work during the school year when the Superintendent is able to comply with all applicable Agreement provisions but shall not be later than ninety (90) days upon receipt of the written request by the employee.

7.027 Use of Sick Leave for Pregnancy Purposes

- a. An employee shall be permitted to use accumulated unused sick leave days for absence due to pregnancy.
- b. When an employee has exhausted all of their accumulated sick leave all insurance coverage provided by the Board and desired by the employee shall be continued for those who are on such leave, upon payment of the premium by the employee to the Treasurer not later than the 25th day of each month preceding the month for which the premium is due.
- c. The use of sick leave after the birth of a child is comparable to the use of sick leave for other medical reasons. Therefore, as soon as medical examination verifies that an employee is medically able to come back to work, parental leave shall become effective and sick leave pay ends.

7.03 Personal Leave (Paid)

Each employee shall be granted up to three (3) days of leave for personal reasons without loss of pay except twelve (12) month employees who shall be granted four (4) days of leave for personal reasons without loss of pay. One (1) personal day shall be unrestricted. Each employee's remaining days can only be used for responsibilities that cannot be assumed during the employee's off-work time. An employee shall not be required nor requested to give reasons for the use of such leave, except when consecutive personal days are requested. Any personal leave days

unused at the end of the year shall be converted to sick leave at a rate of one (1) personal leave day for one (1) additional sick leave day. An employee who starts work in mid year will be given personal days on a pro-rated basis by the quarter of a year.

7.031 Personal Leave Requests

- A. Requests for approval of personal leave shall be made to the Superintendent at least seven (7) days prior to the requested day(s), except in the case of emergency.
- B. In case of emergency use of personal leave, the employee shall contact the immediate supervisor or Superintendent in person or via phone for emergency approval.
- C. Personal leave may not be used in less than one-half (1/2) day increments.
- D. Personal leave on Monday and Friday and the first or last day of school shall be avoided whenever possible.

7.032 Restriction on Number

Only two (2) certified employees (K-6) and two (2) certified employees (7-12) shall be granted personal leave per day in any building on a first-come, first-served basis, except for the emergency use described above.

Only four (4) classified employees district wide, and no more than two (2) per location, shall be granted personal leave per day on a first-come first served basis, except for emergency use as described above. Locations for classified employees for purposes of this section shall be: Transportation, Custodial/Maintenance, Food Service, Educational Assistants and Secretarial/Clerical.

7.033 Restrictions

Personal leave will not be granted by the Superintendent either the day before or day after a

vacation day or holiday, as well as the first and last week of school, except for the emergency use described above in which case a reason shall be provided.

7.04 Unpaid Leave

An employee may be granted, upon request, leave without pay for a period of up to one year for reasons not provided elsewhere in this agreement. Such reasons shall include, but not be limited to, professional study in semester increments. Upon approval of the Board, such leave may be extended up to one (1) year.

7.05 Paid Holidays During Paid Leave

When a paid holiday occurs during an employee's use of paid leave, such holiday shall not be charged against any leave days to which the employee is entitled.

7.06 Insurance Coverage During Unpaid Leave

An employee granted a leave of absence without pay as provided in this Article shall be given the opportunity to continue insurance coverages in existing programs, provided that the premiums for such insurance programs shall be paid by the employee on a monthly basis in advance of the month due.

7.07 Self-Improvement Leave

A. Definition

Professional leave is any absence from duty for the purpose of attending a professional meeting, workshop, or clinic, or for observing an educational program, exhibit, performance, or process, or participation in an educational study, discussion or conference, which would improve the competence of the employee, or for rendering a service to the school through the application of knowledge gained.

B. The Superintendent has authority to approve or disapprove requests to attend professional meetings for all employees and may request a written report about such meeting.

- C. Permission to attend such meeting shall be granted on the basis of value to the District and finances available for substitute pay.
- D. No more than two employees shall be excused from school to attend such meetings at a time.

7.08 Jury Duty; Under Subpoena

An employee shall be granted leave without loss of pay when called to jury duty or to serve as a witness under subpoena.

7.09 Military Leave

7.091 Leave Without Pay

An employee required or volunteering to serve in a branch of the United States military service shall be granted leave without pay for such service provided that the employee enters such service within forty (40) workdays from the end of their employment. An employee returning from such leave shall be returned to employment under the same type of contract as that which they last held, provided application for re-employment is filed within three (3) months following the date of discharge, other than dishonorable. For certificated employees, such employment shall begin at the beginning of the next school semester if application is made more than thirty days before the semester begins.

7.092 Leave With Pay

Any employee who is a member of a United States military reserve unit or the National Guard, shall be allowed up to thirty-one (31) workdays leave without loss of pay or other accumulated leave when ordered to active duty by the appropriate unit during the employee's regular work year.

7.10 Return From Leave

Upon return from leave granted pursuant to this agreement, an employee shall be returned to the same position held at the time the leave commenced or, if the position no longer

exists, to another position mutually acceptable. Any employee filling the position of an employee on leave who will return to the same position upon return from leave shall be given written notice at the time of employment or assignment that the position will no longer be available when the employee on leave returns. Such notification of return must occur no later than thirty (30) days before the employee intends to return to work for classified employees and thirty (30) days before the start of a grading period for certificated employees, provided that an employee may return on shorter notice with the Superintendent's approval.

7.11 Holidays

The following holidays shall be days off work with pay for the classified employee, when the holiday occurs within the work year of the employee as described in Section 5.03 of this Agreement:

- January 1
- Third Monday in January
- Third Monday in February
- Friday before Easter
- Last Monday in May
- July 4
- First Monday in September
- Fourth Thursday in November
- Fourth Friday in November (Day after Thanksgiving)
- December 24
- December 25

A holiday occurring on a Saturday or Sunday shall be observed on the preceding Friday or succeeding Monday, respectively. Except in case of extreme emergency, work on a holiday is voluntary and the classified employee shall be compensated at their regular hourly rate plus one-and-one-half (1-1/2) times the employee's regular hourly rate of pay per hour worked.

7.12 Vacation

Classified employees employed on a twelve-month work calendar shall accrue paid vacation leave at a rate of one (1) day per month, to a maximum of ten (10) days per year, for employees during the first five (5) years of employment; one-

and-one-fourth (1-1/4) days per month to a maximum of fifteen (15) days for employees during the sixth (6th) through twelfth (12th) years of employment; two (2) days per month, to a maximum of twenty (20) days per year, for employees during the thirteenth (13th) through twentieth (20th) year of employment, and two and one quarter (2-1/4) days per year for all employees with more than twenty (20) years of employment to a maximum of twenty five (25) days as follows:

<u>YEARS</u>	<u>ACCRUAL</u>	<u>MAXIMUM</u>
0-5	1 day per month	10
6-12	1-1/4 days per month	15
13-20	2 days per month	20
21+	2-1/4 days per month	25

Such leave shall accrue to a maximum of thirty (30) days for carry-over to successive years. Upon termination of employment for any reason or assignment to a position for which vacation leave is not provided, an employee shall be paid at the time of such termination or assignment at the employee's daily rate of pay for each day of accrued vacation leave. In case of the death of the employee, such pay for accrued vacation leave shall be paid in accordance with Section 2113.04 ORC or to the employee's estate. A vacation leave request shall be submitted to the Superintendent at least five (5) workdays before the vacation is to be used, except when extenuating circumstances exist. Vacation leave may be used at any time during the year and may not be denied unreasonably by the Superintendent.

7.13 Emergency School Closing

When an emergency arises to close any or all schools, the Superintendent shall implement administrative procedures immediately which will include announcement over local television and radio stations, when such services are made available, and will include notice to employees through a telephone network of supervisors and employees.

7.131 Leave Not Deducted

When one or more work locations are closed officially by the Superintendent, no leave days arranged previously by an employee will be deducted for such emergency days.

7.132 Emergency Closing Pay

When only selected employees are required and able to work during an emergency school closing, such employees shall receive compensation in accordance with Section 8.04 (Overtime Pay) of this Agreement.

7.133 Emergency Closing Effective

An emergency closing only exists after official notification by the superintendent to appropriate agencies and any hours worked before this notification will be considered part of a normal workday.

7.14 Attendance Incentive

Each employee shall be compensated at the end of the work year as specified below for sick leave or personal leave earned or allowable, but not used, during that work year. (If an employee is hired by December 31, they are eligible for one-half of the incentive.)

- A. \$300 if no sick leave, bereavement or personal leave is used.
- B. \$150 if one day of sick leave, bereavement or personal leave is used.
- C. \$100 if two days of sick leave, bereavement or personal leave is used.

7.15 Assault Leave

Employees who are absent from work because of disability resulting from an assault which occurs in the course of Board employment shall be granted a paid assault leave by

the Board in lieu of sick leave for a period not to exceed sixty (60) workdays. The amount paid shall be reduced by the amount of Workers Compensation received by the employee.

Before an employee is entitled to assault leave, they must furnish a written, signed statement on Board forms together with a physician's statement to justify the use of assault leave as soon as reasonably possible after the assault. The Board may request the employee who has been assaulted to file an assault complaint with the appropriate officials in the appropriate jurisdiction.

7.16 Substituting During Unpaid Leave

Any employee on unpaid leave may serve as a substitute employee.

7.17 Family Medical Leave Act of 1993

Employees shall be entitled to provisions of the "Family and Medical Leave Act of 1993", but an employee may be required to substitute paid sick leave provided in this Agreement for any leave provided by FMLA.

The 12-month period or year under "FMLA" shall be the contract year.

ARTICLE VIII. COMPENSATION AND FRINGE BENEFITS

8.01 Classified Employee Pay Schedules

8.011 Effective July 1, 2012

See attached Salary Schedule.

8.012 July 1, 2013

See attached Salary Schedule.

8.013 July 1, 2014

See attached Salary Schedule.

8.014 Shift Differential; Shift Coordinator

Any employee assigned to a shift other than the regular day shift shall receive extra compensation equal to two percent (2%) of that employee's base hourly rate cited above for afternoon shift and three percent (3%) of that employee's base hourly rate cited above for midnight shift. Any custodial employee assigned to the supplemental pay position of shift coordinator ("shift supervisor") shall receive extra compensation as specified in Appendix D.

8.02 Certificated Employee Pay Schedules

8.021 Effective July 1, 2012

See attached Salary Schedule.

8.022 Effective July 1, 2013

See attached Salary Schedule.

8.023 Effective July 1, 2014

See attached Salary Schedule.

8.024 Adjustment to Higher Salary

A letter informing the Treasurer of completed college work and all transcripts must be on file in the office of the Treasurer for an employee to receive the increased benefits due as a result of a change in status based on additional training. Adjustments on the salary schedule will be made only after the documentation is received. Two (2) semester hours of credit are equal to three (3) quarter hours of credit for placement on the salary schedule.

Additional hours for credit to be applied for increased benefits based on additional training must be earned after the employee earns his/her license and/or after obtaining his/her Master's Degree for advancement horizontally on the certificated employee's pay schedule. Hours earned before obtaining an employee's teacher's license or hours

obtaining a Master's Degree will not be applied for increased benefits on the salary schedule.

8.03 Experience Credit

An employee shall advance one step on the index pay schedule on July 1 of each year worked, provided the employee has been on active payroll status for at least 120 work days during the previous work year, including service as a substitute employee. Service as a substitute employee are not "days" under Ohio Revised Code Section 3319.09 (B) or "year" for purpose of determining eligibility for continuing contract status under Ohio Revised Code Section 3319.081 and 3319.11, unless the substitute employee works at least one-hundred twenty (120) days during the school year and receives a contract of employment for the succeeding school year. A new employee shall be granted a step on the pay schedule for each year of comparable previous work experience to a maximum of five (5) years, including, to a maximum of five (5) years, service in a branch of the United States military.

8.04 Overtime Pay

A classified employee whose actual hours worked exceed forty (40) hours per week shall be paid for each overtime hour worked at an hourly rate one-and-one-half (1.5) times the employee's regular hourly rate. Such overtime pay may be in one-fourth (1/4) hour increments, provided that any part of the one-fourth (1/4) hour period worked shall result in pay for the full one-fourth (1/4) hour.

8.05 Expense Reimbursement

An employee with assigned duties that require the use of the employee's personal automobile shall be reimbursed at the prevailing Internal Revenue Service rate per mile of business travel plus the actual costs of tolls and parking. When business travel extends beyond the normal workday, the employee shall be reimbursed for all other necessary and actual expenses incurred during such travel, including, but not limited to, room and meals. The employee will be responsible for completing all requisition, purchase order and expense verification.

8.06 Paycheck Procedure

The regular salary of all employees, except custodial and sweeper cleaners shall be paid in equal bi-weekly payments every other Thursday (except as noted below). The regular salary of custodial and sweeper cleaner employees shall be paid bi-weekly every other Thursday (except as noted below) for the amount of the actual hours worked.

In contract years when there are 27 pay periods within the contract year, all employees, except custodial and sweeper cleaner employees shall have a 3-week gap before the first pay in September. Custodial and sweeper cleaner employees shall be paid for actual hours worked during the three-week pay period.

Employees shall be on direct deposit through the Treasurer's office. An employee's request for direct payroll deposit will be on forms created by the Board for this purpose. Employees will receive by e-mail their direct deposit notification. Any account changes must be submitted to the Treasurer's office in writing ten (10) working days prior to the effective pay date. Account changes will be limited to two (2) per school year.

8.061 Overtime, Extended Service, and Supplemental Contract Pay

Pay for overtime work or extended service shall be included in the paycheck issued for the payroll period in which the overtime or extended service occurred. Pay for academic, supplemental contract positions found in Appendix D of this Agreement shall be paid by a separate check/deposit in accordance with Section 6.163 of this Collective Bargaining Agreement. When a classified position(s) listed on the Supplemental Pay Schedule, Appendix D, is for the entire school year, said pay shall be divided in equal bi-weekly payments and included with their regular pay check.

8.062 Payroll Deductions

Deductions shall be made from paychecks as required by law or upon the authorization of the employee for the following reasons:

1. Withholding taxes (Federal, Ohio, Pennsylvania, or local) (Trumbull County only)
2. STRS/SERS Retirement systems
3. Health and Life Insurance, including flexible savings accounts
4. Bristol School District 403(b) Plan
5. Credit Union through direct deposit only
6. BASE
7. United Way
8. Ohio Deferred Compensation (457) Plan

8.063 Payroll Errors

In the event of a payroll error resulting in an underpayment to an employee, the employee shall receive correct compensation within one (1) pay period of written notice to the Treasurer unless another arrangement is agreed upon. If the payroll error results in an overpayment to an employee, the employee shall be notified in writing of the error. The employee shall repay the amount of overpayment immediately upon receipt of notice thereof or in equal installments in the same number of subsequent pay periods as the number of pay periods in which the overpayment occurred.

8.064 Docking of Paychecks

The docking of an employee's paycheck for absence from work for reasons not covered by the provisions of this Agreement or not authorized by the appropriate supervisor shall be made in the next paycheck at the employee's respective regular rate of pay only for the period of such absence.

8.07 Insurance

8.071 Health Insurance

HOSPITALIZATION AND PRESCRIPTION DRUGS

The Board will provide medical/hospitalization insurance to bargaining unit members through the medical plan options provided by the Trumbull County Schools Employees Insurance Consortium (hereinafter "Consortium") in the following manner*:

- A. Eligible bargaining unit members hired on or before July 1, 2008, wanting health insurance coverage including prescription drug coverage will choose from the PPO plans offered through the Consortium. Such bargaining unit members choosing PPO-1 or PPO-2 will contribute five (5%) percent of the monthly premium costs by payroll deduction in school year 2012-2013. Thereafter those eligible bargaining unit members will pay ten (10%) percent by payroll deduction for school years 2013-2014, 2014-2015.**

Eligible bargaining unit members choosing PPO-3 may subsequently change to the PPO-1 or PPO-2 only during the annual open enrollment period or in response to a major change recognized by the insurer as a "catastrophic change" such as due to the death of a spouse, divorce, marriage, etc., and upon reverting to PPO-1 or PPO-2, the employee shall pay five (5%) percent of the monthly premium costs by payroll deduction in school year 2012-2013. In school years 2013-2014 and 2014-2015, the employee shall pay ten (10%) percent of the monthly premium cost by payroll deduction.

*(If the current hospitalization and prescription drug plan offered through the Consortium becomes unavailable in the future, the Board and the Association will meet and negotiate in accordance with Section 2.09 of this Agreement).

**There will be a one time stipend of \$250 for the 2013-2014 school year for those eligible that are moving from the 5% to 10% contribution.

- B. Eligible bargaining unit members hired after July 1, 2008, desiring health insurance coverage including prescription drug coverage may choose either PPO-2 or PPO-3 offered through the Consortium. PPO-2 selection will require a 10% premium contribution to be made each month by payroll deduction. Eligible bargaining unit members choosing PPO-3 subsequently may change to the PPO-2 only during the annual open enrollment period or in response to a major change recognized by the insurer as a “catastrophic change” such as due to the death of a spouse, divorce, marriage, etc., and upon reverting to PPO-2, the employee shall pay ten (10%) percent of the monthly premium costs by payroll deduction.
- C. Included in the health insurance benefit set forth herein to eligible bargaining unit members is an Internal Revenue Service Section 125 Plan which will include an employee funded flexible spending account up to a maximum of \$2,500.00 annually. This FSA will allow eligible bargaining unit members to use pre-tax dollars to pay non-reimbursed medical, dental and/or prescription drug bills as well as to pay child or elder dependent care expenses as allowed under Section 125 of the Internal Revenue Act of 1978. The Board shall pay all administrative costs of the Section 125 Plan. Election for this plan can be made only once per year.
- D. Eligible bargaining unit members selecting PPO-2 or PPO-3 will receive health insurance reimbursement accounts with the Consortium for utilization in accord with IRS regulations. These health reimbursement accounts will be funded by the Board to the maximum permitted by the individual PPO plans of the Consortium.
- E. Prescription drug coverage is included with each of the PPO plans and may not be chosen separate from the PPO nor may the PPO

coverage be chosen without the accompanying drug coverage specified by the PPO plan.

- F. Spousal coverage under any of the PPO alternatives will be provided only upon proof that the spouse does not have other insurance coverage available to him/her through the spouse's employer which cost the spouse less than \$100.00 per month for single coverage. If such coverage is available, the eligible bargaining unit member's spouse must enroll in at least single coverage from his/her employer for the bargaining unit employee to be eligible for family coverage from the Board. Falsification of spousal coverage information shall be grounds for discipline, including discharge.
- G. Eligible bargaining unit members who have a spouse who is employed and eligible for coverage with this District or another Consortium member District shall either each obtain a single coverage policy from their respective employer or may select family coverage from the employer of the spouse with the earliest birth date in the year. (i.e., the birthday rule). Neither spouse is eligible to receive "opt-out" payments if both receive coverage through the Consortium.
- H. Eligible bargaining unit members who chose to forego their right to coverage shall receive an "opt-out" benefit in the amount of twelve (12%) percent of the annual premium costs of the most expensive PPO alternative for which they were eligible during the month of June of the school year of non-participation. Bargaining unit members who forego their right to coverage but are receiving health insurance coverage from the Trumbull County Schools Insurance Consortium as part of family coverage are not eligible for the "opt-out". Opt-out payments will be made at the end of the school year, no later than June 30.

- I. An eligible bargaining unit member that has declined the available coverage under this contract who suffers a “catastrophic change” (e.g., divorce, birth of a child, etc.) shall thereafter have the right to select and receive coverage from among the PPO’s for which they are eligible under the previous provisions of this Section and in accord with the requirements of the insurer. Any “opt-out” payments shall be reduced proportionately to the time that coverage is thereafter extended; and, if an overpayment has occurred, the bargaining unit member shall remit such overpayment to the Treasurer within thirty (30) days of extension of coverage to him/her.

- J. If the Consortium adopts health risk management programs as provided by and recommended by the insurance carrier, each bargaining unit member and their dependents must participate by completing questionnaires and/or participate in assessments. Although bargaining unit members would be encouraged, based upon their assessment/testing results to participate in health improvement programs and/or disease management programs as part of this health coverage package, they would not be required to do so.

- K. All employees will be required to provide (spouse and child) eligibility documentation as required by the Trumbull County School Insurance Consortium.

DENTAL INSURANCE

The Board shall provide to each full-time employee and his/her eligible dependents, without cost to the employee, dental insurance presently in effect in accordance with the terms of service and the schedule of benefits through the Consortium as long as the current dental plan is available. If the current dental plan becomes unavailable in the future, the Board and the Association will meet and negotiate in

accordance with Section 2.09 of this Agreement.

8.072 Term Life Insurance

The Board shall provide without cost to each employee term life insurance in the amount equal to 2.5 times the employee's salary (as of December 31) to the nearest thousand up to \$90,000 based on insurability as determined by the Board's insurance carrier.

Those certificated employees hired after January 1, 1987 shall complete a separate application to determine insurability by the Board's insurance carrier to exceed \$50,000 in coverage.

All classified employees shall complete a separate application to determine insurability by the Board's insurance carrier to exceed \$50,000 in coverage.

In the event any employee is required to have a physical examination, said examination shall be at the employee's choice of physicians and without cost to the employee.

8.073 Vision

The Board shall self-insure and/or purchase the insurance coverage at the same or substantially the same level as the specifications set forth below for each employee, so choosing, now or hereinafter employed, and their eligible dependents.

Benefits

1. Eye Examination

One examination for each covered person within any 12 month period.

2. Lenses

One pair of lenses for each covered person within any 12 month period.

3. Frames

Benefits will be paid for one frame for each covered person in any 24 month period.

4. Contact Lenses

Will be covered in full when they are considered necessary under one of the following conditions:

- a. Following cataract surgery
- b. To correct extreme visual acuity problems that cannot be corrected to at least 20/70 in either eye with spectacle lenses.
- c. Anisometropia
- d. Keratoconus

When contact lenses are chosen for reasons other than the above, they are to be considered cosmetic in nature. Under these circumstances, an allowance of up to \$130.00 will be made in lieu of the covered person's receipt of all other benefits for that time period.

5. Deductible:

\$10.00/exam

\$20.00 (lens, frames, materials)

8.074 Part-Time Employees

Effective on June 1, 1991, all certificated employees employed for four (4) instructional periods or more per day and all classified employees employed for four-and-one-half (4.5) hours or more per day may elect to receive fully paid health, dental, and vision single coverage as specified in Sections 8.071 and 8.072 of this Article.

8.075 Insurance Booklets and Contracts

Each employee shall be provided a summary plan booklet for each insurance program provided. The

BASE President shall be provided, upon request, a complete copy of the contract and any amendments thereto between the Board (or the Trumbull County Schools health insurance consortium) and the carrier for each insurance program provided to employees.

8.08 Severance Pay

Employees may choose from either plan 8.08(a) and 8.08(b), but not both.

8.08a. Each employee, upon retirement with ten (10) years in the State Teachers' Retirement system and/or in the State Employees' Retirement system, including ten (10) years of service as a district employee, shall qualify for severance pay in accordance with the following formula:

1. When a person retires under this contract, the employee shall be paid severance of one (1) day of pay at the employee's current daily rate for each three (3) days of accumulated sick leave up to a maximum of 240 accumulated days for a severance pay of 80 days.

In addition, 15% of remaining accrued sick days shall be granted to the individual. Example: An employee has accumulated 320 total sick days, $320 - 240 = 80$, $15\% \text{ of } 80 = 12 \text{ days}$. Employee is paid $80 + 12$ for a total of 92 days of severance.

2. Severance pay shall be paid to the estate of the employee in the event of the employee's death.
3. Severance shall be paid only once to qualifying employees retiring from Bristol Local Schools who have been employed for at least ten (10) years. Upon receipt of severance pay all remaining sick leave shall be extinguished.
4. Payment may be made in two (2) equal installments at the option of the employee. The first check will be within 60-90 days of the effective date of retirement and the second check will be within the first payroll date in the following January.

- 8.08b. Each full-time certified/licensed employee upon retirement under STRS, including ten (10) years of service as a district employee, and qualifies for retirement benefits other than Disability Retirement benefits, and has reached age 50 shall receive 25% of his/her final salary rate provided:

The final annual salary rate shall be calculated without extended time or supplemental pay included. Service data shall be provided by each retiree with the calculation and determination of service years resting with the Board of Education. Qualified employees electing this retirement bonus shall only be entitled to receive their severance pay for unused sick leave calculated at five percent.

1. Severance pay shall be paid to the estate of the employee in the event of the employee's death.
2. Severance shall be paid only once to qualifying employees retiring from Bristol Local Schools who have been employed for at least ten (10) years. Upon receipt of severance pay all remaining sick leave shall be extinguished.
3. Payment may be made in two (2) equal installments at the option of the employee. The first check will be within 60-90 days of the effective date of retirement and the second check will be within the first payroll date in the following January.

Each classified employee upon retirement with ten (10) years in the SERS system, who has been employed by the district for at least ten (10) years and qualifies for retirement benefits other than Disability Retirement benefits, shall receive a payment of 25% of his/her final salary rate provided:

The final annual salary rate shall be calculated without extended time or supplemental pay included. Service data shall be provided by each retiree with the calculation and determination of service years resting with the Board of Education. Qualified employees electing this retirement bonus shall only be entitled to receive their severance pay for unused sick leave calculated at five percent.

1. Severance pay shall be paid to the estate of the employee in the event of the employee's death.

2. Severance shall be paid only once to qualifying employees retiring from Bristol Local Schools who have been employed for at least ten (10) years. Upon receipt of severance pay all remaining sick leave shall be extinguished.
3. Payment may be made in two (2) equal installments at the option of the employee. The first check will be within 60-90 days of the effective date of retirement and the second check will be within the first payroll date in the following January.

8.081 Employment of Retired Teachers

Any bargaining unit member who retires under STRS and is subsequently re-employed as an active bargaining unit member and teacher in the district shall be placed at the 5th step of the indexed salary schedule of this Agreement subject to and according to degree.

Any such retired teacher shall receive no more than a one (1) year limited contract automatically non-renewed at the end of each school year at the specified step and shall not accrue experience time to move from that step unless subsequently re-employed by the district. The retired teacher may be subsequently consecutively re-employed for no more than five (5) years and shall not exceed step ten (10) on the indexed salary schedule. Any position filled by a retired teacher shall be posted at the end of each school year.

This Section (8.081) shall supercede Sections 3319.11, 3319.111 and 3317.13 of the Ohio Revised Code.

While employed by the district subsequent to retirement, such member who is interested in obtaining health care benefits must opt for the health care benefits offered by STRS. Such retired member is not eligible for the insurance opt-out provision of this Agreement. However, such retired teacher may purchase Board insurance at the group rate.

A retired member is ineligible upon leaving the Bristol Local School district to receive a severance payment. This provision of the agreement and such salary and contract will not be grievable under the grievance procedures of this agreement nor through any claim or action filed before the State Employees Relations Board (SERB) or any court of law.

When a vacancy exists, as defined by Section 6.04 of the Agreement, and no current bargaining unit member applies, priority should be given to new applicants over retired bargaining unit members.

8.09 Admission to School Events

An employee, in accordance with procedures announced by the Superintendent, shall be admitted, without cost to any home, Board-sponsored athletic or extra-curricular event for which admission is charged.

8.10 Wage Garnishment

The wages of an employee shall not be garnished except by court order. The sole fact of garnisheeing shall result in no action by the Board against the employee. Such garnisheeing shall not begin without written notice to the employee at least fourteen (14) days in advance, if permitted by the court order.

8.11 Faculty as Substitutes; Pay Rate and Pay Dates

An employee who is required to relinquish their planning time to substitute for another employee, shall be paid at the hourly rate based on a per diem of the BA, step 0 base amount or a flat rate of twenty-five dollars (\$25.00) per hour, whichever is greater. Further, when an employee is requested to assume the responsibilities of teaching a class or, except in a study hall, to otherwise accept the students of another employee when a substitute employee is not obtained, the employee shall be compensated at that same hourly rate. The same employee shall not be requested to accept such responsibility until all employees available at that time have done so. Such assignment shall be on a rotating basis.

8.12 Home Instruction, Evening School and Summer School

Employees for home instruction, evening school, and summer school shall be compensated at the hourly rate based on a per diem of the BA, step 0 base amount per hour worked or a flat rate of twenty dollars (\$20.00) per hour, whichever is greater, for all time scheduled.

8.13 Extended Time

Extended Work Year

1. Certificated employees assigned to the positions listed below shall be employed for a work year extended by the number of workdays shown:
 - A. Librarians - Ten (10) workdays
 - B. High School Guidance Counselor - Fifteen (15) workdays
 - C. Elementary & Middle School Guidance Counselors - Ten (10) workdays
 - D. Special Education employees required to do IEPs - three (3) workdays maximum either during or after the school year (at employee's option).
2. Classified employees may have their work year extended at the discretion of the Superintendent.

8.14 Medical Provider Alternative

Any proposal received by the Board for consideration of a health maintenance organization or similar medical provider alternative shall result in notice thereof to BASE and BASE involvement and agreement as may be required by federal and state statute and regulation.

8.15 Professional Development Reimbursement

1. A bargaining unit member who enrolls in a course or workshop related to his/her employment, or to another position in the bargaining unit, through an accredited college, university or CEU provider shall receive

tuition, books/materials, and/or mileage expenses reimbursement from the Board upon successful completion of such work to a maximum of \$1,400.00 per year per person and a maximum of \$18,000.00 for all staff per year.

2. Successful completion of work shall be defined as a "C" or above or a pass in a pass/fail course or attendance in a workshop.
3. For certificated employees, only accredited professional development necessary for certification/licensure (renewal or upgrade) or leading to an advanced degree is approved. The certificated who do not need professional development necessary for certification/licensure may take accredited professional development related to their teaching area.
4. For classified staff, the class or workshop must be for renewal of license or related to the job and must be approved by the superintendent in advance by submitting a request form to be provided. (Note: no reimbursement for waste water/water treatment classes since there is a stipend on completion)
5. All staff must have coursework approved by the Superintendent on the professional development form before starting the courses.
6. Reimbursement will only be given after documentation of payment and completion of the class are given to the Treasurer's office.

ARTICLE IX. RETIREMENT

9.01 STRS/SERS Pick-Up

- 9.011 In addition to the required employer contribution to State Teachers Retirement System (STRS) or State Employees Retirement System (SERS), the Board will as a condition of employment continue to contribute an amount equal to each employee's contribution in lieu of payment to such employee. Such amount contributed by the Board to

STRS/SERS on behalf of the employee shall be treated as a mandatory salary reduction otherwise payable to the employee.

9.012 An addendum to each employee's contract or salary notice will be prepared which states that the employee's contract salary is being restated as consisting of (a) a cash salary component and (b) a pick-up component, which is equal to the amount of the employee contributions being "picked up" by the Board.

9.013 W-2 information at the end of the calendar year will show employee's contract salary less the amount "picked up" by the Board for all taxing purposes.

ARTICLE X. REDUCTION IN FORCE

10.01 Reasons

Reasons for implementing reduction in force shall include:

10.011 Decreased enrollment of pupils.

10.012 Return to duty of regular employee after leave of absence.

10.013 Suspension of schools or territorial changes affecting the district.

10.014 Loss of state and/or federal funds dedicated to a program resulting in loss of such position.

10.015 Manifest evidence of lack of work sufficient to justify the reduction of classified employees.

10.016 Financial Reasons

10.02 Notice to BASE

Before any reduction in force may occur, the BASE President shall be notified in writing by the Superintendent of the intended layoff, the reason for the layoff, the names of all positions to be eliminated and all employees to be laid off, and the effective date of the layoff. Each employee to be recommended for layoff shall receive similar notice, including the reason for and the effective date of the layoff. Such

notices shall be provided no later than ten (10) workdays before the Board meeting at which the Superintendent will recommend a reduction in force. BASE shall be allowed to address the Board, at the option of BASE, either in public or closed session, before action may occur on the Superintendent's recommendation of a reduction in force.

10.03 Attrition

The number of employees affected by a reduction in force will be kept to a minimum by not employing replacements for employees who retire or resign whenever possible, or whose contracts are not renewed. Limited contract employees will not be non-renewed for reduction in force purposes.

10.04 Effective Date of Layoff

A layoff may not become effective earlier than forty-five (45) days after the Board has approved the Superintendent's recommendation for a reduction in force.

10.05 Layoff

The employee having the longest seniority in a job classification shall be the last to be laid off. Employees with the least seniority in the positions eliminated shall have their contracts suspended. If a certificated employee is the lowest in seniority in a certificated area that is to be reduced, but that employee has greater seniority in another area of certification, that employee shall be assigned to the other area of certification and an employee with less seniority shall be suspended.

Employees without a continuing contract shall be laid off first, within a classification and certificated employees within a certification. Additional reductions shall begin with the least senior employee in any classification or certification continuing in order of seniority until the reduction is completed.

10.06 Recall

Any vacancy in a bargaining unit position shall be filled by the senior qualified employee on lay-off status after the provisions of Section 6.05 and its sub-sections have been implemented. Notice of recall shall be sent via certified mail,

return receipt requested, to the last recorded address of the employee. Such employee shall notify the Superintendent within five (5) workdays of receipt of the notice of recall of their intention to accept or reject re-employment. A laid-off employee accepting such re-employment may not be required to begin work earlier than ten (10) workdays from the date of such acceptance. Neither acceptance nor rejection of an offer of employment in a lesser position than the employee held at the time of layoff shall operate to remove the employee from the reduction in force list. Employees shall remain on the recall list for a period of two (2) years from the last day of active employment with the District, unless the employee refuses to accept an offer of recall to a comparable position.

10.07 Transfers When RIF Exists

Notwithstanding the provisions of Article VI regarding transfer, an employee on the reduction in force list shall be offered re-employment to a vacant position before an active senior employee may be transferred to such position if the transfer would deny re-employment to the employee on the reduction in force list.

10.08 Fringe Benefits During Layoff

The employee may continue any such insurance programs except life insurance, at the employee's own expense by paying the premium as prescribed by COBRA.

10.09 Substituting During Layoff

An employee on layoff status or an employee who has had their hours reduced shall be given preference by seniority to substitute for an absent employee, but such substitute service or the refusal thereof shall not be construed by the Board to deny eligibility for unemployment compensation for such employee. On a daily basis, provision shall not apply if it causes a disruption of service in regular position.

10.10 Unemployment Compensation

The Board shall take no action that would cause the denial of unemployment compensation to an eligible employee and shall take any action necessary to qualify the laid-off employee for unemployment compensation.

10.11 Continuing Contract Precedence

A continuing contract has precedence over a limited contract with all other factors being equal among the employees involved.

10.12 Classified Employees

The reduction in force sections contained in Article X of this Agreement shall apply to classified employees.

ARTICLE XI. DISTRICT CONSOLIDATION,
JURISDICTIONAL CHANGES, AND MERGERS

In the event of any anticipated change, consolidation or merger, BASE shall be notified as soon as possible and meetings will be held between the Superintendent and BASE to discuss the situation. The purpose of the meetings shall be to provide BASE input and advance notification of any merger, jurisdictional change, or consolidation.

- A. If bargaining unit members covered by this Contract are transferred to another or new school district during the term of this Contract, the Employer agrees that prior to any such transfer, it will make a reasonable effort to encourage that this Contract and any collateral agreements that are construed to be a part of this Contract, and all of the obligations and responsibilities under this Contract, are assumed in their entirety by the successor employer.

The employer agrees that it will make a reasonable effort to encourage the successor employer to do the following:

1. If the successor employer already recognizes a Union which is an affiliate of the Ohio Education Association, then the transferred employees shall be considered to be added to the existing bargaining unit.
2. If the successor employer recognizes a Union which is not an affiliate of the Ohio Education Association, the successor employer will refer the matter of representation to the State Employment Relations Board.

3. If the successor employer does not recognize a Union, such successor employer shall voluntarily agree to recognize the Union affiliated with the Ohio Education Association upon receipt of a "Request for Voluntary Recognition."
 4. Seniority:
 - a. If the successor employer does not recognize a Union, the seniority provision of the Contract shall govern the credited seniority of all employees employed by the successor employer as if they had been bargaining unit members; or
 - b. If the successor employer recognizes Unions affiliated with the Ohio Education Association and notwithstanding any other contractual seniority provision, seniority shall be defined as the length of continuous employment in a bargaining unit position beginning with the date of hire in such position as determined by Board action.
- B. If any question arises as to whether the receiving district can honor the previous district's contract, the Association has the right to seek Mandamus action through the courts to make a determination. The Board shall not intervene on behalf of a successor in any such action.
- C. If employees are transferred into the Bristol Local School District and were bargaining unit members of a Union not affiliated with the Ohio Education Association, to the extent permissible by law, such transferred employees will be (1) considered to be added to the appropriate existing bargaining unit and (2) covered by the provisions of the appropriate existing Contract in place between this Union and this employer.
- D. BASE acknowledges and agrees that this Article is an agreement between BASE and the Bristol Board of Education and that the individual members of the Bristol Board of Education, its Superintendent, agents and other employees shall not incur any individual or personal liability to BASE, its affiliates or its members for any action or inaction taken related to this article.

ARTICLE XII. MANAGEMENT RIGHTS

Except as expressly limited by this Agreement, nothing herein impairs the right and responsibility of the Board to:

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 services, its overall budget, utilization of technology, and organizational structure;
2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve the efficiency and effectiveness of school district operations;
4. Determine the overall methods, process, means, or personnel by which school district operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees.
6. Determine the adequacy of the work force;
7. Determine the overall mission of the Board as a unit of government.
8. Effectively manage the work force;
9. Take actions to carry out the mission of the Board as a governmental unit.

ARTICLE XIII. EFFECTS AND DURATION OF AGREEMENT

13.01 Severability

Should any provision of this Agreement be declared illegal by a court of competent jurisdiction, said provision shall be modified by mutual agreement of the parties to the extent that it violates the law, but the remaining provisions shall remain in full force and effect for the duration of this Agreement if not affected by the deleted provision. Any provision found contrary to law shall be bargained with the Association. If agreement cannot be reached within 30 workdays, such issue shall be negotiated pursuant to Article II of the agreement and shall be under ORC 4117.14 to reach settlement.

13.02 Authority of Agreement

This Agreement shall supersede any policies, rules, regulations or practices of the Board which shall be contrary to or inconsistent with the terms of this Agreement.

13.03 Individual Contracts

If an individual contract between the Board and an employee contains any provision inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

13.04 Printing and Distribution

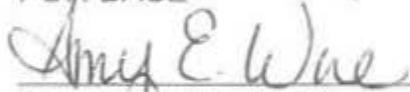
Copies of this Agreement, titled "Agreement Between the Bristol Association of School Employees and the Bristol Local Board of Education," after being signed by both the Board and BASE representatives and after approval by the Superintendent of a proof copy prepared by BASE, shall be printed in 4" x 7" or 5-1/2" x 8-1/2" booklets at the expense of the Board. Sufficient copies of the printed Agreement shall be provided to BASE for distribution to bargaining unit employees now employed or hereafter employed by the Board. Further, the BASE shall be provided for its use thirty (30) copies of the printed Agreement.

13.05 Duration

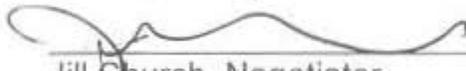
This Agreement shall remain in full force and effect from from July 1, 2012, until 11:59 p.m. June 30, 2015.

THIS AGREEMENT is entered into on 08/30/12, as attested to by the representatives whose signatures appear below.

FOR BASE



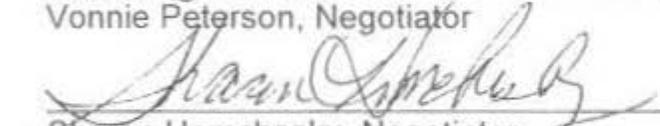
Amy Wire, President



Jill Church, Negotiator



Vonnice Peterson, Negotiator



Sharon Homchosky, Negotiator



Jeff Thompson, Negotiator

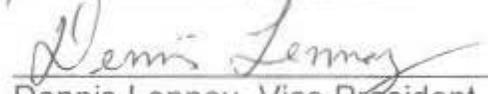
Linda L. May, OEA Labor Relations Consultant*

*Linda L. May was the OEA LRC during the negotiation process and retired on August 31, 2012.

FOR THE BOARD



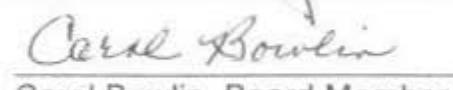
Barbara Cibella, President



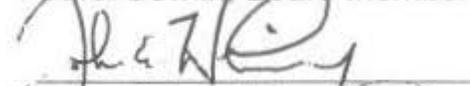
Dennis Lenney, Vice President



Kathie Johnson, Board Member



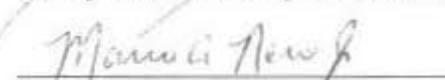
Carol Bowlin, Board Member



(John Hickey, Board Member)



Marty Santillo, Superintendent



Mario A. Nero Jr., Treasurer

GRIEVANCE NO. _____

APPENDIX A

BRISTOL ASSOCIATION OF SCHOOL EMPLOYEES
and
BRISTOL LOCAL SCHOOL DISTRICT

GRIEVANCE FORM

NAME OF GRIEVANT: _____

SCHOOL: _____

ASSIGNMENT: _____

DATE CAUSE OF GRIEVANCE OCCURRED: _____

DATE STEP I DISCUSSION OCCURRED: _____

A. STATEMENT OF GRIEVANCE, INCLUDING THE ARTICLE/SECTION(S)
VIOLATED, MISINTERPRETED, OR MISAPPLIED:

B. RELIEF SOUGHT:

Signature of BASE
Representative

Date

APPENDIX B-1

CLASSIFIED EMPLOYEES PAY SCHEDULES

Effective July 1, 2012 – June 30, 2013

Custodians

Sweeper/Cleaner

With Boiler License

Step	Index	Rate	Rate	Index	Rate
0	1.000	13.73	13.95	1.000	10.32
1	1.057	14.51	14.75	1.057	10.91
2	1.089	14.95	15.19	1.089	11.24

Secretaries/Computer Tech Aide

Bus Drivers
(5 Hour Work day)

Step	Index	Hourly Rate	Step	Index	Hourly Rate
0	1.000	12.18	0	1.000	15.10
1	1.093	13.31	1	1.036	15.64
2	1.167	14.21	2	1.076	16.25

Cooks/Cashiers/ Cafeteria Workers

Educational Assistant

Step	Index	Hourly Rate	Step	Index	Hourly Rate
0	1.000	10.48	0	1.000	9.35
1	1.056	11.07	1	1.060	9.91
2	1.148	12.03	2	1.120	10.47

- A. Any custodian who chooses to obtain a waste water/water treatment certificate will be paid \$1,500 for each. These certificates shall not be a condition of employment.
- B. One additional hour per day (178 days) shall be added to each building secretary for after hours calling of substitutes.
- C. The Head Cook shall be paid at the proper cook hourly rate plus .07.

APPENDIX B-2

CLASSIFIED EMPLOYEES PAY SCHEDULES

Effective July 1, 2013 – June 30, 2014

Custodians

Sweeper/Cleaner

With Boiler License

Step	Index	Rate	Rate	Index	Rate
0	1.000	14.00	14.23	1.000	10.53
1	1.057	14.80	15.04	1.057	11.13
2	1.089	15.25	15.50	1.089	11.47

Secretaries/Computer Tech Aide

Bus Drivers
(5 Hour Work day)

Step	Index	Hourly Rate	Step	Index	Hourly Rate
0	1.000	12.42	0	1.000	15.40
1	1.093	13.58	1	1.036	15.95
2	1.167	14.49	2	1.076	16.57

Cooks/Cashiers/ Cafeteria Workers

Educational Assistant

Step	Index	Hourly Rate	Step	Index	Hourly Rate
0	1.000	10.69	0	1.000	9.54
1	1.056	11.29	1	1.060	10.11
2	1.148	12.27	2	1.120	10.68

- A. Any custodian who chooses to obtain a waste water/water treatment certificate will be paid \$1,500 for each. These certificates shall not be a condition of employment.
- B. One additional hour per day (178 days) shall be added to each building secretary for after hours calling of substitutes.
- C. The Head Cook shall be paid at the proper cook hourly rate plus .07.

APPENDIX B-3

CLASSIFIED EMPLOYEES PAY SCHEDULES

Effective July 1, 2014 – June 30, 2015

Custodians

Sweeper/Cleaner

With Boiler License

Step	Index	Rate	Rate	Index	Rate
0	1.000	14.28	14.51	1.000	10.74
1	1.057	15.09	15.34	1.057	11.35
2	1.089	15.55	15.80	1.089	11.70

Secretaries/Computer Tech Aide

Bus Drivers
(5 Hour Work day)

Step	Index	Hourly Rate	Step	Index	Hourly Rate
0	1.000	12.67	0	1.000	15.71
1	1.093	13.85	1	1.036	16.28
2	1.167	14.79	2	1.076	16.90

Cooks/Cashiers/ Cafeteria Workers

Educational Assistant

Step	Index	Hourly Rate	Step	Index	Hourly Rate
0	1.000	10.90	0	1.000	9.73
1	1.056	11.51	1	1.060	10.31
2	1.148	12.51	2	1.120	10.90

- A. Any custodian who chooses to obtain a waste water/water treatment certificate will be paid \$1,500 for each. These certificates shall not be a condition of employment.
- B. One additional hour per day (178 days) shall be added to each building secretary for after hours calling of substitutes.
- C. The Head Cook shall be paid at the proper cook hourly rate plus .07.

APPENDIX C-1 CERTIFICATED EMPLOYEE PAY SCHEDULE
Effective July 1, 2012 - June 30, 2013

EXP	BA DEG	BA DEG+18	MAST DEG	MAST + 18
0	30574 1.000	32408 1.060	34090 1.115	35924 1.175
1	32408 1.060	33784 1.105	35619 1.165	37453 1.225
2	33631 1.100	35160 1.150	37147 1.215	38982 1.275
3	34854 1.140	36536 1.195	38676 1.265	40511 1.325
4	36077 1.180	37912 1.240	40205 1.315	42039 1.375
5	37300 1.220	39288 1.285	41734 1.365	43568 1.425
6	38523 1.260	40663 1.330	43262 1.415	45097 1.475
7	39746 1.300	42039 1.375	44791 1.465	46625 1.525
8	40969 1.340	43415 1.420	46320 1.515	48154 1.575
9	42192 1.380	44791 1.465	47848 1.565	49683 1.625
10	43415 1.420	46167 1.510	49377 1.615	51211 1.675
11	44638 1.460	47543 1.555	50906 1.665	52740 1.725
12	45861 1.500	48918 1.600	52434 1.715	54269 1.775
13	47084 1.540	50294 1.645	53963 1.765	55798 1.825
14			55492 1.815	57326 1.875
15	48613 1.590	51823 1.695	57021 1.865	58855 1.925
20	51211 1.675	54422 1.780	59619 1.950	60384 1.975

APPENDIX C-2 CERTIFICATED EMPLOYEE PAY SCHEDULE
Effective July 1, 2013 - June 30, 2014

EXP	BA DEG	BA DEG+18	MAST DEG	MAST + 18
0	31185 1.000	33056 1.060	34771 1.115	36642 1.175
1	33056 1.060	34459 1.105	36331 1.165	38202 1.225
2	34304 1.100	35863 1.150	37890 1.215	39761 1.275
3	35551 1.140	37266 1.195	39449 1.265	41320 1.325
4	36798 1.180	38669 1.240	41008 1.315	42879 1.375
5	38046 1.220	40073 1.285	42568 1.365	44439 1.425
6	39293 1.260	41476 1.330	44127 1.415	45998 1.475
7	40541 1.300	42879 1.375	45686 1.465	47557 1.525
8	41788 1.340	44283 1.420	47245 1.515	49116 1.575
9	43035 1.380	45686 1.465	48805 1.565	50676 1.625
10	44283 1.420	47089 1.510	50364 1.615	52235 1.675
11	45530 1.460	48493 1.555	51923 1.665	53794 1.725
12	46778 1.500	49896 1.600	53482 1.715	55353 1.775
13	48025 1.540	51299 1.645	55042 1.765	56913 1.825
14			56601 1.815	58472 1.875
15	49584 1.590	52859 1.695	58160 1.865	60031 1.925
20	52235 1.675	55509 1.780	60811 1.950	61590 1.975

APPENDIX C-3 CERTIFICATED EMPLOYEE PAY SCHEDULE
Effective July 1, 2014 - June 30, 2015

EXP	BA DEG	BA DEG+18	MAST DEG	MAST + 18
0	31809 1.000	33718 1.060	35467 1.115	37376 1.175
1	33718 1.060	35149 1.105	37057 1.165	38966 1.225
2	34990 1.100	36580 1.150	38648 1.215	40556 1.275
3	36262 1.140	38012 1.195	40238 1.265	42147 1.325
4	37535 1.180	39443 1.240	41829 1.315	43737 1.375
5	38807 1.220	40875 1.285	43419 1.365	45328 1.425
6	40079 1.260	42306 1.330	45010 1.415	46918 1.475
7	41352 1.300	43737 1.375	46600 1.465	48509 1.525
8	42624 1.340	45169 1.420	48191 1.515	50099 1.575
9	43896 1.380	46600 1.465	49781 1.565	51690 1.625
10	45169 1.420	48032 1.510	51372 1.615	53280 1.675
11	46441 1.460	49463 1.555	52962 1.665	54871 1.725
12	47714 1.500	50894 1.600	54552 1.715	56461 1.775
13	48986 1.540	52326 1.645	56143 1.765	58051 1.825
14			57733 1.815	59642 1.875
15	50576 1.590	53916 1.695	59324 1.865	61232 1.925
20	53280 1.675	56620 1.780	62028 1.950	62823 1.975

SUPPLEMENTAL PAY SCHEDULE - APPENDIX D (July 1, 2012)

<u>POSITION</u>	<u>INDEX RATE</u>
Athletic Director (Without Faculty Manager)	.25
Head Basketball	.23
JV Basketball	.12
Assistant Basketball	.10
Ass't. Basketball Elementary (2)	.010
Head Track (2)	.10
Baseball	.10
Softball	.10
Boys Soccer	.10
Girls Soccer	.10
JV Volleyball Coach	.08
Volleyball	.10
Jr. Hi. Volleyball	.07
Cross Country	.08
Golf	.08
Junior High Track	.07
Chemical Awareness	.07
Junior High Cross Country	.06
Academic Challenge (Prep Bowl) Advisor	.05/Team
Cheerleader Advisor	.06
Assistant Cheerleader Advisor	.06
Art Club Advisor	.014
Yearbook	.07
Musical Director	.05
Beta Club	.05
Pep Band	.04
Band Director	.04
Junior Class Advisor	.08
Senior Class Advisor	.05
A. V. Director	.04
Play Director	.04
Washington Field Trip (6th Grade Teacher's Stipend)	.014
Shift Coordinator	.046
National Honor Society	.014
English Festival (2) H.S. & J.H.	.03 each
Power of the Pen (1) 7 th & 8 th	.03
Bus In-Service Trainer	12.90 /new hire/hr.
Vocal Music Director 7-12	.05
Vocal Music Director K-6	.04
Student Council Advisor	.03
9th Grade Class Advisor	.014
10th Grade Class Advisor	.014
Saturday School Supervisor	hourly at step 0
Detention Supervisor	hourly at step 0
Morning Detention Supervisor	Either Compensatory Time or Same Rate as Evening Supervisor
Parking Lot Coordinator (1)	.014
AM Supervision (2)	.014 each
Science Fair Coordinator	.04
Foreign Language Club Advisor (2)	.014 each
*Web Site Coordinator	.05

*Position shall be eliminated should a computer aide position be filled.
Other Supplemental Positions may be added at the discretion of the Superintendent.