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AGREEMENT BETWEEN

**THE ALEXANDER LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**

AND

THE ALEXANDER LOCAL EDUCATION ASSOCIATION

September 1, 2013 through August 31, 2016

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ARTICLE 1
RECOGNITION

1.01 Recognition Agreement

- A. This agreement is the collective bargaining agreement between the Alexander Local School District Board of Education (the Board) and the Alexander Local Education Association (the Association).
- B. The Board recognizes the Association as the exclusive representative for the members of the bargaining unit, which shall consist of all full-time and regular part-time certificated staff members employed by the Board under a (regular) teaching contract and those certificated staff members who are employed by the Board to fill a vacancy caused by another staff member who is to be on leave of one hundred and twenty (120) or more contractual days in a given school year upon completion of sixty (60) consecutive contractual days of service in the same position. Regular part-time certificated staff members are those who are contracted to work on a regularly scheduled basis.
- C. Employees excluded from the bargaining unit include: superintendent; assistant superintendent(s); administrative assistants or specialists; treasurer; principals; assistant principals; tutors working fewer than seven (7) hours per day; casual substitutes; non-certificated; and any other confidential, supervisory or management level employees as defined in Section 4117.01 of the Ohio Revised Code. All other full-time and regular part-time certificated employees shall be included in the bargaining unit. For the purpose of this paragraph, tutors are those certificated employees who work on an hourly basis, as needed providing instruction supplemental to that provided by the regular classroom teacher.

1.02 Equal Rights Clause

The parties to this agreement jointly pledge that provisions of this agreement shall be applied uniformly to all teaching employees without regard to race, color, religious creed, sex or national origin.

ARTICLE 2
NEGOTIATIONS PROCEDURES

2.01 Negotiations Procedure

- A. Pursuant to Sections 4117.14(C) and 4117.14(E) of the Ohio Revised Code, the parties have established the following mutually agreed upon negotiations and dispute resolution procedures which supersede the procedures listed in Section 4117.14 (C) (2)-(6) and any other procedures to the contrary.

- B. If either party wishes to terminate, modify, or negotiate a successor agreement, it must serve written notice of that intention upon the other party not less than sixty (60) days prior to the expiration of this agreement. Upon timely service of such notice, the parties shall collectively bargain in good faith to reach a successor agreement. At the first bargaining session both the Association and the Board shall submit their topical listing of proposals for a successor agreement. Neither party may submit additional proposals unless the other party agrees.
- C. If no agreement is reached by the fourteenth (14th) calendar day preceding expiration of this agreement, or some other mutually agreed date, both parties shall request the services of the Federal Mediation and Conciliation Service. The mediator shall have the authority to hold bargaining sessions or conferences with representatives of the parties.

2.02 Tentative Agreement

When tentative agreement on a successor contract is reached by the representatives, it shall be submitted to the Association within seven (7) days for ratification. Upon ratification by the Association, the Board shall meet within seven (7) days thereafter to consider ratification of the contract.

ARTICLE 3 **ASSOCIATION RIGHTS**

3.01 Board of Education Minutes

Copies of the Board Meeting Agenda will be provided for the Association President or his/her designee and to one designated representative in each building. Copies of the approved minutes of the previous meeting will be provided to the Association President or his/her designee not later than three (3) working days following each regular Board of Education meeting.

3.02 Building Representatives

The President of the Association or his/her designee shall notify the Superintendent of the names of the designated building representatives at the beginning of the school year.

3.03 Use of Equipment and Facilities

- A. Bulletin board space shall be made available to the Association in each school which has a bulletin board for the posting of notices and other materials relating to Association activities. The bulletin board space shall be identified with the name of the Association. The Association Building Representative has the responsibility of maintaining the bulletin board. All materials so posted shall be signed by an officer or building representative of the Association.

- B. Upon approval of the principal, the Association Building Representative or his/her designees may use individual school office equipment and audio-visual equipment when such equipment is not otherwise in use. The cost of any expendable materials shall be paid by the Association.
- C. Representatives of the Association shall be permitted to use designated telephones in each building to carry out Association business. Any fee or toll call charge shall be reimbursed to the Board by the Association.

3.04 Meetings and Information

- A. The President of the Association or his/her designees shall have the right to visit all schools in the district for the purpose of carrying out Association business. Such visits shall be made only upon prior notification to the school principal and shall not interrupt the teacher's regular duties.
- B. The Board shall make available to the Association the names and addresses of all new teachers within one (1) week after the official Board action employing such new teachers.
- C. Such information shall be only for the use of the Association.
- D. Upon written request by the Association President or his/her designee, copies of the following forms, if completed, will be provided: appropriations, budget and training and experience grids. Such copies shall be provided to the President of the Association no later than two weeks after receipt of written request for such forms.
- E. Representatives of the Association shall be permitted to transact Association business on school property. Such business shall not interfere with pupil/teacher contact.

3.05 Association Release Time

Adequate release time with pay and a substitute teacher shall be provided to accomplish the following:

President of the Association or his/her designee and the grievant shall be given release time for grievance hearings at each step of the grievance procedure when the hearing is held during the school day.

3.06 Association Leave

- A. The Association will be granted for each OEA Representative Assembly not to exceed two (2) meetings annually, a maximum of two (2) days each for two (2) delegates.

- B. Any Association member who is elected or appointed to the governing body of OEA shall be granted leave with pay to attend meetings of such body. Such leave shall not exceed ten (10) days per year and shall not be counted as part of the Association leave as outlined in part 1 of this policy.
- C. The Association will be granted a total of two (2) additional days for other activities related to Association business.
- D. If a statewide lobbying day is called, the Board will release at least two members per building, or a total of eight (8). This provision applies to a maximum of one day per year.

3.07 Fair Share Fee

A. Payroll Deduction of Fair Share Fee

The Board shall deduct from the pay of bargaining unit members who elect not to become or to remain members of the Association, a fair share fee for the Association's representation of such non-members during the term of this Agreement. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

B. Notification of the Amount of Fair Share Fee

Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Association, shall be transmitted by the Association to the Board Treasurer on or about September 15 of each year during the term of this Agreement for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

C. Schedule of Fair Share Fee Deductions

1. All Fair Share Fee Payers

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

- a. sixty (60) days employment in a bargaining unit position or
- b. January 15th

2. Upon termination of membership during the membership year the Board Treasurer shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted

shall be the annual fair share fee less the amount previously paid through payroll deduction. The deduction shall commence on the first pay date occurring on or after forty-five (45) days from the termination of membership.

D. Transmittal of Deductions

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

E. Procedure for Rebate

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

F. Entitlement to Rebate

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

ARTICLE 4
MANAGEMENT RIGHTS

4.01 Medical Examination

For the protection of children, the Board of Education may require of any employee a health certificate from a physician. The employee has the right to select the physician. The health certificate, if required, shall be filed in the office of the Superintendent. The Board of Education shall bear the cost.

ARTICLE 5
TEACHER GRIEVANCE PROCEDURE

5.01 Definitions

A. A "grievance" is defined as an alleged violation, misinterpretation, or misapplication of a specific article or section of this agreement.

- B. A grievance procedure is a specific method by which a teacher or group of teachers may obtain a hearing on their alleged grievance at progressively higher levels.
- C. A "grievant" is a person or the union having a grievance.
- D. A "day" in this section shall mean work days during the regular school year. During summer recess, a "day" shall mean calendar days, excluding Saturdays, Sundays and legal holidays. The number of days indicated at each level shall be considered as maximum and shall be adhered to in expediting the procedure.
- E. The term "teacher" when used in this document shall refer to an individual or group of individuals who are members of the bargaining unit covered by the negotiated contract. The primary purpose of this procedure shall be to obtain at the lowest level and in the shortest period of time equitable solutions to grievances which arise from time to time.

5.02 Process

- A. Both parties agree that grievances proceedings should be handled in a confidential manner.
- B. Nothing contained herein shall be construed as limiting the individual rights of a teacher having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication, without intervention and/or consultation of the Association, provided that any resolution is consistent with the terms of the negotiated agreement and existing personnel policies in effect.
- C. A grievant shall initiate action within twenty (20) days of the alleged violation, misinterpretation, or misapplication upon which the grievance is based.
- D. Time limits stipulated should be adhered to strictly as maximums to ensure rapid resolution to problems and issues concerned. Lack of adherence to the time limits by the aggrieved can result in the declaration that resolution has been obtained by the last level of hearing. Time limits may be extended only by mutual agreement of all parties concerned.
- E. If the immediate supervisor does not have authority to resolve the grievance, the grievance shall begin at Level Three.

5.03 Procedure

A. LEVEL ONE -- INFORMAL:

Within twenty (20) days of the alleged violation upon which the grievance is based, the grievant shall discuss the problem with his immediate supervisor. He may do this alone or with his official Association representative. The date of this informal meeting will be recorded and signed by both the grievant and the supervisor.

B. LEVEL TWO -- FORMAL:

In the event the grievant is not satisfied with the disposition at Level One, or no decision has been rendered within two (2) days after the informal hearing, he may inaugurate the formal proceedings. Formal proceedings shall be initiated within five (5) days of the informal hearing by filing a written grievance with the grievant's immediate supervisor.

In all levels of the formal proceeding, official Grievance Report Forms shall be made in triplicate: one (1) for the grievant, one (1) for the administration, and one (1) for the Association.

Within five (5) days of the filing, the immediate supervisor will provide a written response to the grievance.

C. LEVEL THREE:

If the grievant is not satisfied by the disposition of the immediate supervisor, he may seek a hearing with the Superintendent or his designated representative within five (5) days after the hearing in Level Two, by completing Step Two of the Grievance Report Form in triplicate and submitting it to the Superintendent. Within the next five (5) days a hearing shall be arranged among the grievant, the Superintendent or his designated representative (who must be someone other than the grievant's immediate supervisor), and a representative of the Association, and other parties that may be needed to give information to the claim.

The disposition of the Superintendent or his designee shall be completed within five (5) days of the hearing.

D. LEVEL FOUR:

If the grievant is not satisfied with the disposition in Level Three, he may request that the Association submit the issue to arbitration. Within ten (10) days of the Level Three response, the Association shall notify the Superintendent if the grievance is being submitted to arbitration.

The arbitrator shall be appointed by mutual agreement of the parties. If they are unable to agree on the arbitrator through the utilization of the voluntary rules and regulations of the American Arbitration Association after the receipt of two (2) lists, he/she shall be selected by the alternate strike method with seven (7) names submitted by the American Arbitration Association. Either party shall be entitled to request a second list prior to the alternate strike method. Information submitted to the arbitrators shall be confined to the information and positions related in the lower levels of the grievance proceedings relative to the parties concerned. The arbitrator will have only the authority to determine whether there was a violation, misinterpretation, or misapplication of the master agreement. The arbitrator shall make his report and recommendations in triplicate to the grievant, the Superintendent and the President of the Association. The arbitrator's decision shall be final and binding on the Association, its members, the employee or employees involved, and the Board of Education. Cost of the arbitration will be shared equally.

5.04 MISCELLANEOUS:

- A. Nothing in this procedure shall be construed so as to deny the Board or the Association or its representative the right to redress before an appropriate administrative agency or through the course if such a course seems to them at their sole discretion more appropriate. Nothing in this procedure shall be construed to deny the Board, the individual, the Association, or its representatives the right to seek redress by law.
- B. No teacher may be represented by any teacher organization other than the Association in any grievance procedure initiated pursuant to this procedure.
- C. A grievance may be withdrawn at any level without prejudice or record. Copies of all written decisions of grievance shall be sent to all parties involved, the Association President, the grievant and the appropriate administrator.
- D. No records, documents, or communications concerning a grievance shall be placed in the personnel files of any of the participants in procedures described in this agreement. These records shall be kept in a separate file maintained by the Treasurer of the Board.
- E. The Association shall have the exclusive right to determine whether to proceed to the arbitration step of the procedure.
- F. The Association shall receive copies of all communications in the processing of grievances.
- G. No reprisals or recriminations shall be taken against any employee who files or takes part in a grievance.

- H. Meetings and hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend. The Board shall grant released time with pay for all parties necessary to resolve the grievance to attend a grievance meeting or arbitration hearing
- I. Forms for processing grievances shall be made available through the Association and found in the appendix of this contract.

ARTICLE 6
LENGTH OF SCHOOL YEAR AND DAY

6.01 Work Year

- A. The length of each school year shall not exceed one hundred eighty-three (183) days including one and one-half (1-1/2) report days, the equivalent of two (2) conference days and ten (10) in-service hours planned by the professional development committee. The last workday for the staff shall be three and one-half (3-1/2) hours. Ten (10) days advance notice must be given for all in-service hours.
- B. If the allotted amount of calamity days allowed by the standards set down by the State Department of Education are exceeded, and days are to be made up, they shall not be made up during a set vacation time (i.e. Thanksgiving Break, Winter Break, and Spring Break). All additional days that are needed to be made up shall be made up by first using available holidays, waiver days, and vacation days, if additional days are required, they shall be added onto the Alexander Local School District year, but shall be completed by and not exceed the 30th of June.

6.02 Work Day

- A. The length of each school day for the instructional staff shall be seven (7) hours including lunch with the exception of the two (2) conference days. Conference days shall be divided into two (2) sets of Thursday evening and Friday morning conferences, each lasting three and one-quarter (3 ¼) hours. In the event of cancellation due to calamity, make-up conferences will be held the following Thursday evening, for the same time period, or will take place, if necessary, on succeeding Thursday evenings until the conference requirements are satisfied.
- B. The specific dates for the conferences shall be set according to the school calendar.

6.03 Planning Periods

Each high school and junior high school teacher shall have a minimum of one (1) preparation period per day during the pupil contact time. Each middle school and elementary teacher shall have a preparation period equivalent to any special teacher assignment time. Planning time shall be consecutive in nature.

6.04 Subbing During Planning Periods

- A. A staff member may be requested by the building principal to assume the responsibilities of teaching a class or taking over fifty percent (50%) of a class in a study hall in lieu of a substitute teacher. The teacher will be responsible for turning in a time sheet noting the periods taught. The principal will keep a record of those staff members who have waived their planning period and is not to request the same staff member to waive his planning period until all other qualified staff members have been asked to do the same. Teachers will be paid at the rate of Eighteen Dollars (\$18.00) per class taught.
- B. If no teacher agrees to waive their planning period, then the principal may assign a teacher to assume the responsibilities. A record will be kept of such assignments and the assignments will be rotated evenly among those teachers available on a planning period, provided no teacher shall be so required if such waiver shall place such teacher in violation of state minimum standards; further provided that no teacher shall be so assigned more than eight (8) times per semester.

6.05 Lunch Period

Each teacher shall have thirty (30) minutes of duty-free lunch period each day. This time shall be consecutive in nature.

6.06 School Calendar

The administration of the Alexander Local School District will gather input from teachers and develop a school calendar.

ARTICLE 7 **WORKING CONDITIONS**

7.01 Individual Rights

- A. The Board agrees not to discriminate against any employee based upon race, color, religion, creed, national origin, sex, age, marital status, sexual orientation, gender identity and gender expression, disability, veteran status or political or union affiliation and to have due regard for employees' privacy and constitutional rights as citizens.

- B. The Board further agrees that members of the instructional staff have the right to participate in professional and civic organizations for their personal benefit and interest.
- C. The Board further agrees that members of the instructional staff have the right to exercise their constitutional rights of political involvement without fear of reprisal or discipline in any form.
- D. The Board further agrees that the private and personal life of any teacher is not within the appropriate concern or attention of the Board as a condition of employment or renewed employment so long as it does not interfere with his/her teaching duties.
- E. The Board further agrees that members of the instructional staff may wear insignia, pins, or other identification of membership in the Association or other organizations, civic or professional, on school premises.
- F. The Board further agrees that members of the instructional staff shall abide by Board policies in effect at the time of employment, and as provided in individual instructional staff member's contract, to the extent that his personal safety or well-being will not be threatened or professionally demeaned, nor will that of the students.

7.02 Curriculum

The Board of Education will continue to comply with the Ohio Revised Code with regard to curriculum.

7.03 Special Services

A. Parent Teacher Conferences and Special Education Meetings

When a special education teacher or a teacher with a mainstreamed student is required to participate in a conference, review, evaluation, re-evaluation, or any meeting as a result of the need to fulfill the provisions of P.L. 94-142 and other similar state and federal regulations and standards, the meetings will be scheduled whenever possible during the employee's work day.

B. Medication and Medical Functions

No teacher shall be required by the employer to dispense or administer medication or perform any other medical function, except for school nurses and athletic trainers. If a teacher voluntarily does so, a release will be obtained from the parents.

C. The Writing and Development of "Individualized Educational Programs"

In conformity with the intent of the regulations and standards adopted for the implementation of P.L. 94-142, no employee shall be evaluated solely based on his/her writing, development, or student attainment of the goals outlined in any Individualized Educational Program.

D. Released Time for Testing, Observation, and Development of Individualized Educational Programs.

1. Upon approval of the Superintendent, special education teachers will be granted reasonable release time with substitutes to conduct necessary testing and writing of IEPs and/or duties in accordance with state and federal mandates as specified in the State of Ohio Special Education Standards and Federal Law, P.L. 94-142:

a. To perform required assessment, observation and/or development of an Individualized Education Program for a student who has been referred for special education services.

b. To do pre-testing, post-testing, and development and writing of Individualized Education Programs, and performing related duties as in accordance with P.L. 94-142.

2. The special needs teacher will give regular education teachers not less than twenty-four (24) hours advance notice when the special education student must remain in the regular classroom or other assigned location during the time usually scheduled for special education classes. The special needs teachers will provide the student with work to do at such times.

E. Classroom Visitation Policy

When parents or guardians request the opportunity to visit a classroom to observe a student who is involved in an Individualized Education Program or regular program, the scheduling of such visitations shall be through the building principal, and with prior knowledge of the affected employee. Under usual circumstances, notice will be at least twenty-four (24) hours.

7.04 Elementary Specialists

The Board agrees to maintain Elementary Specialists to keep our school system in line with State recommended standards.

7.05 Teaching Environment

- A. The Board and members of the administrative staff will make a reasonable effort to provide a clean, safe, comfortable working environment.
- B. Teachers may turn in to the building principal by May 15, a list which includes work they believe should be done over the summer; including equipment to be purchased, repaired or replaced; and cleaning, painting repairs and other maintenance.

7.06 Lesson Plans

Teachers will prepare weekly lesson plans, which, in some form, reflect the objectives set forth in the Course of Study. These plans will be turned into the Building Principal upon request.

7.07 New Instructional Unit Funding

In the event that it is necessary to establish a new instructional unit, the teacher hired to instruct that class will be allotted, at the onset of employment, Three Hundred Dollars (\$300.00) for the purchase of hard or soft instructional aides for that teacher's choosing. This money shall not be spent for basic instructional materials.

7.08 Free Admission to School Activities

Teachers and their significant other shall have free admission to all school related activities and functions with the exception of state sponsored tournaments, charitable activities, or activities which are money raising projects for students. In the case of student money raising projects, only the activity sponsors are to be admitted free.

7.09 Personnel Files

- A. Members of the bargaining unit will have the right, upon request, to review the contents of their personnel files and to receive a copy of any documents contained therein at a cost of ten cents (\$.10) per page. A member of the bargaining unit will be entitled to have a representative of the Association accompany him/her during such review. A member of the bargaining unit will have the right to indicate those documents and/or other materials in his/her file which he/she believes to be obsolete or otherwise inappropriate for retention. Said documents shall be removed after three (3) years from the date of entry if no reoccurrence of the same incident has occurred.
- B. No material derogatory to an individual's conduct, service, character or personality will be placed in his/her personnel file unless the member of the bargaining unit has had an opportunity to review the material. The individual will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature

to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The member of the bargaining unit will also have the right to submit a written answer to such material and his/her answer will be attached to the file copy.

- C. Persons other than the requesting bargaining unit member(s) and/or school district administrator(s) who wish to examine a bargaining unit member's personnel file shall utilize the following procedure.
 - 1. The requesting person(s) must make a written request for each occasion. The request must specify the document(s) requested. The bargaining unit member(s) will receive a copy of each request. The request shall be sent first class U.S. mail to the bargaining unit member. The requesting party shall be provided the document(s) two (2) working days following the sending of the request to the bargaining unit member. Work days shall be Monday through Friday exclusive of holiday.
- D. The teacher's personnel files may contain the following types of documents:
 - 1. Personnel data form
 - 2. Formal evaluations
 - 3. Benefit forms
 - 4. Job description
 - 5. References
 - 6. Job application upon which hiring was based
 - 7. Application for voluntary transfer
 - 8. Applications to fill vacancies
 - 9. Other significant documents related to teacher conduct and performance
- E. Personnel file information will be kept in the District office.

7.10 Reprimand of Professional Staff

- A. The Board of Education agrees and understands that each professional staff person shall have the opportunity to be accompanied and/or represented by a representative of his/her choice at any meeting in which disciplinary action against the employee is being discussed. For the purpose of this article, disciplinary action shall be deemed to mean written reprimand, suspension of assigned duties or contract termination.
- B. The meeting may be with the principal, immediate supervisor, Superintendent or Board of Education.
- C. Except in cases of urgent necessity, the Board further agrees that no employee will be reprimanded verbally or otherwise in the presence of any other employee, students, parents of students or any non-certificated employee.

- D. If the employee is unable to secure representation for a reprimand meeting scheduled for the same day, such meeting will not take place until the employee is given sufficient time to secure representation, provided that such meeting shall not be delayed longer than three (3) working days, unless mutually agreed to by the principal, immediate supervisor, Superintendent or Board of Education.
- E. A teacher will be issued a verbal warning prior to receiving a written reprimand for a similar offense; however, it is recognized that certain offenses are serious enough to warrant the issuance of a written reprimand without having first issued a verbal warning. It is understood that verbal warnings will also be documented and placed in an administrative log kept by the Superintendent, and shall include a brief description of the offense. Any discipline issued under this Article shall not be arbitrary or capricious and the teacher shall have the right to grieve warnings or reprimands based on fairness, accuracy, and timeliness.

7.11 Complaints Against Teachers

- A. Communication between the community, parents, students and the school should be such that most complaints can be resolved in a professional, friendly atmosphere.
- B. Various means should be used to resolve general complaints before they become formal complaints. Conferences between the parties involved will resolve most complaints. If a specific complaint is made against a teacher, that teacher will be notified and given an opportunity to discuss said complaint with the appropriate administrator(s).
- C. Conferences between teacher, pupil, parents, principal and other appropriate staff should be pursued before using the formal procedures as outlined below.
- D. If the conferences do not resolve the problem, the principal shall file a written summary of the conference and submit it to the Superintendent. The principal shall give a copy of the written summary to the teacher.
- E. If no written summary is filed, the matter shall be considered closed.
- F. If further action is desired, the complaint shall be handled in the following manner:
 - 1. The complainant or teacher, if either requests, shall meet with the Superintendent.
 - 2. If the Superintendent is unable to resolve the complaint in a satisfactory manner to the parties involved, the complaint will then be referred to the Board of Education with a copy of the principal's summary and a copy of the Superintendent's summary of the conferences held by him.

3. The complaint will then be forwarded to the Board prior to the meeting in which it will be discussed. Such discussion will be held in executive session.
- G. In steps 1-2-3, of the formal procedure, the teacher involved may be accompanied by counsel and/or representative of his/her choosing.
- H. Any complaint regarding a member of the bargaining unit made to any member of the administration by any parent, student or other person, which is used in any manner in disciplining the individual, will be promptly investigated and called to the attention of the member of the bargaining unit. The member of the bargaining unit will be given an opportunity to respond to and/or rebut such complaint.

ARTICLE 8

EMPLOYMENT STATUS

8.01 Contracts

- A. The Board shall provide each member of the instructional staff individually written contracts in keeping with the provisions of the Ohio Revised Code and Board-adopted policies. The provisions of such written contracts shall be enumerated in the subsections of this policy.
1. In consideration of the services rendered by the teacher, the Board of Education agrees to pay said teacher a base annual salary as prescribed by the salary schedule of the Alexander Local School District, according to degree and years of experience, whether existing or hereafter adopted. The initial compensation to be paid under a contract shall be according to the existing salary schedule and that amount shall appear on the contract.
 2. In performing his professional duties, the teacher agrees to abide by and maintain the applicable laws, and existing rules and regulations of the Board of Education.
 3. Each teacher, before signing a contract shall have been notified as required by Section 3307.58 of the Ohio Revised Code as to his duties and obligations pertaining to the State Teachers Retirement System as a condition of his employment.
 4. The President and Treasurer of the Board of Education, by affixing their signatures to a contract, represent that all necessary implementing resolutions have been adopted by the Board and that a copy of the Board's existing rules and regulations affecting the performance of professional duties has been made available to the teacher.

5. Teachers who have obtained tenure in another Ohio school district will be offered a two (2) year contract the first year of employment. Upon successful completion of this contract, said teachers will be granted a continuing contract as specified by Ohio contract law.
6. Teachers who have not obtained tenure in another Ohio school district will be offered a one (1) year contract upon initial employment. After the successful completion of this contract such teachers will be offered another one (1) year contract. After the successful completion of this contract, such teachers shall be offered a third one (1) year contract. If at the end of this time, such teacher is eligible for tenure, he/she will be offered a continuing contract, or a limited contract of one (1) year's duration along with a written explanation relating to the teacher's professional improvement. (The parties intend for this sentence to supersede any contrary language in the Ohio Revised Code pertaining to the award of "extended limited" contracts in this particular situation.) If the teacher successfully fills this limited contract, he/she will be offered a continuing contract. At the end of the third one (1) year contract which is successfully completed by the teacher, such teacher shall be considered non-probationary and be offered a two (2) year limited contract. At the end of this contract the teacher will be offered limited contracts of three (3) years duration until he/she is eligible for tenure.

- B. When a teacher qualifies for a continuing contract according to law (even during a multi-year contract) he/she shall notify the Board of such and be given consideration by the Board for continuing contract status.

8.02 Termination

Contract termination shall be in accordance with the provisions of Section 3319.16 of the Ohio Revised Code. If a teacher receives notice that he/she is going to be terminated, the teacher may choose to use the binding arbitration provisions of this contract instead of the statutory termination procedures. The standard for a termination using binding arbitration will be just cause. A teacher choosing to use the binding arbitration process must inform the Board of that choice, in writing, within three (3) working days of receipt of the termination notice.

8.03 Non-Renewal

- A. The provisions of this section shall not apply to any actions of non-renewal of supplemental contracts.
- B. If a building principal or the Superintendent intends to recommend the non-renewal of a limited teaching contract, the teacher in question shall be given written reason(s) for such a recommendation. The reason(s) shall be written and the teacher shall have the ability to be accompanied by a representative of his/her choice.

- C. Prior to official Board action, teachers whose limited teaching contracts are subject to renewal shall be notified of the date when the Board intends to act on the Superintendent's recommendation.
- D. If the Board does not renew a limited teaching contract which has been recommended for renewal by the Superintendent, the Board shall give the teacher the written reason(s) for such action in executive session and the teacher shall have the ability to be accompanied by a representative of his/her choice.
- E. If the teacher referred to in paragraph D. is not present at the Board meeting when official action is taken to non-renew the limited teaching contract, the teacher will be invited to the next regular Board meeting to receive the reason(s) for the Board's action in executive session and if the teacher does not attend that meeting, there shall be no further requirement of the Board to state its reason(s).
- F. For the first three (3) years of employment in the district, the Board can non-renew in accordance with the provisions of Sections B through E above. After the third year of employment any decision for non-renewal shall be based on just cause.
- G. The parties intend, to the fullest extent permitted by law, for the non-renewal procedures and requirements contained in this Article to supersede and take the place of any and all non-renewal procedures and requirements contained in the Ohio Revised Code.

8.04 Reduction In Force

- A. Reasons for Reduction in Force
 - 1. Staff reduction may be made for the following reasons: return to duty of teachers on leave of absence, a decline in enrollment of students, or territorial changes in district boundaries.
 - 2. Further, the Board may make reductions for financial reasons
- B. Procedure

If it is deemed necessary by the Board to reduce staff, the Board shall proceed to suspend contracts for teachers who have been evaluated in accordance with the evaluation procedure of this Agreement. Suspension of contracts shall be recommended by Certification/Licensure area and an order shall be based on the following:

 - 1. First, the Board shall accomplish any necessary reductions in staff through attrition (i.e. retirement, voluntary resignation, etc.), before any suspension of contracts.

2. Second, should it be necessary to suspend contracts to achieve the necessary reduction in staff, limited contract teachers shall be reduced first utilizing the following order:
 - a. Certification/Licensure within the affected teaching field
 - b. Comparable evaluations as defined in this Agreement
 - c. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field the first to be suspended.

3. Third, should the necessary reduction of staff require that exceed the number of limited contract teachers in the affected field, only then shall continuing contract teachers be reduced by utilizing the following order:
 1. Certification/Licensure within the affected teaching field
 2. Comparable evaluations as defined in this Agreement
 3. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior continuing contract teacher in the affected teaching field the first to be suspended.
 4. Using the exclusive criteria in this provision, the District will establish the order in which members' contracts are suspended and will recall members in reverse order.

C. Comparable Evaluations

1. All teachers within the District shall be deemed to have comparable evaluations except those with a designation of "ineffective".
2. No reduction in force shall be accomplished through the nonrenewal or termination of the contract of any bargaining unit member.
3. Student Growth Measures will not be used for personnel decisions for the 2013 – 2016 school years.

D. RIF Notice Timelines

1. Within five (5) days of the implementation of a reduction in force by the Board, all affected individuals shall be notified in writing of the action taken. Such action shall include the reasons for the selection of the affected individual for reduction, which reasons shall not be arbitrary or capricious.

E. Seniority

Seniority shall be determined by the number of continuous years of teacher experience in the system.

A teacher shall not lose seniority when she or he changes assignment to a different position, department, grade level or building.

Seniority will not be broken by Board approved leaves of absence however, time spent on such leave(s) shall not count towards seniority.

The teacher or teachers with the least seniority will be determined on a system-wide basis based on fields of teaching or licensure.

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

1. the date of the Board meeting at which the teacher was hired, and then by;
2. the date the teacher signed his/her initial contract in the Alexander Local Schools and then by;
3. the date on which the bargaining unit member submitted the latest complete job application completed prior to the effective date of the teacher's first contract with the Alexander Local Board of Education, if the date is available.

F. Seniority Lists

- A. By November 1 of each school year, the Superintendent will provide the Association with a list showing the seniority of teachers employed by the Board of Education. The Superintendent will have available in his/her office a current seniority list which will be available for review during regular working hours by any teacher and/or the Association. Seniority list will include both years of service and contract status. For the purposes of RIF, continuing contract status takes precedent over limited contract status.

G. General Provisions

1. Reasons for all suspension of contracts as a result of a reduction in force shall not be arbitrary, capricious or discriminatory, and shall require just cause.

H. Insurances

Employees on layoff shall be permitted to continue their group insurance policies that they were enrolled in at the time of layoff, provided that they pay not more than one hundred two percent (102%) of the cost of the premiums for such insurance, as provided by the Consolidated Omnibus Budget Reconciliation Act of 1986 and any amendment thereto. It shall be the individual's responsibility to see that the monies are paid to the Plan Administrator by the time said premiums are due; otherwise said member shall be dropped from said insurance. The

employee must elect to continue the insurance coverage by giving written notice to the Board Treasurer within thirty (30) days of the Board's action pertaining to layoff. It is understood that the Board will assume no responsibility for any cancellations of insurance coverage as a result of the employee's failure to provide the written notice. It is also understood that this arrangement is only valid while the laid-off employee remains unemployed and within the federal guidelines pertaining to COBRA. The foregoing provision shall begin from date of RIF.

I. Recall

1. As positions become available, teachers who are reduced shall be rehired on the following basis:
 - a. first - teachers having continuing contracts in the reverse order of layoff;
 - b. second - teachers having limited contracts in the reverse order of layoff.
2. If a teacher on layoff refuses the position offered by the Board for which he/she is certified/licensed, his/her layoff rights shall be terminated, unless such position is casual substitution or a position of lesser time than that vacated.
3. Teachers on layoff are to notify the Superintendent in writing of any change in their addresses; any additions, deletions, and/or changes in areas of Certification/Licensure; and any desire to have their names removed from the recall list.
4. Limited contract teachers shall be retained on the recall list for thirty-six (36) months, from date of RIF.

ARTICLE 9
EVALUATION

Note: This article applies only to those teachers who are subject to the Ohio Teacher Evaluation System (OTES) per the requirements of sections 3319.111 and 3319.112 of the Ohio Revised Code (see Application language below). For bargaining unit members not covered by the OTES framework, the evaluation procedure outlined in Articles 9.14, 9.15, and 9.17 will be used.

9.01 Purposes

- A. The purposes of teacher evaluation are:
1. To serve as a tool to advance the professional learning and practice of teachers individually and collectively in a school district.

2. To inform instruction.
3. To assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.

9.02 Application

- B. The teacher evaluation procedure contained in this agreement applies to the following employees of the district:
 1. Teachers working under a license issued under sections 3319.22, 3319.26, 3319.222 or 3319.226 of the Ohio Revised Code who spend at least fifty percent (50%) of their time providing student instruction.
 2. Teachers working under a permanent certificate issued under section 3319.222 of the Ohio Revised Code as it existed prior to September 2003 who spend at least fifty percent (50%) of their time providing student instruction.
 3. Teachers working under a permanent certificate issued under section 3319.222 of the Ohio Revised Code as it existed prior to September 2006 who spend at least fifty percent (50%) of their time providing student instruction.
 4. Teachers working under a permit issued under 3319.301 of the Ohio Revised Code who spend at least fifty percent (50%) of their time providing student instruction.

9.03 Procedure

- A. An evaluation of each teacher employed by the Board shall be completed at least once each school year, except as otherwise provided in this Section. The evaluation shall be completed by the first of May and the teacher shall receive a written report of the results of the evaluation by the tenth day of May.
- B. The evaluator will be a full-time, credentialed contracted employee of the District and in charge of supervision of the teacher being evaluated. In the event a teacher performs work under the supervision of more than one supervisor, one will be designated as the evaluating supervisor.
- C. The evaluation cycle will include evidence gathered in two (2) formal observations and up to five (5) walkthroughs.

- D. If the board has entered into a limited contract or an extended limited contract with a teacher pursuant to section 3319.11 of the Ohio Revised Code, the board shall perform a minimum of three formal observations during the evaluation cycle in any school year in which the board may wish to declare its intention not to re-employ a teacher pursuant to division (B), (C) (3), (D), or (E) of 3319.11.
- E. The Board may elect, by adoption of a resolution, to evaluate each teacher who received a final rating of accomplished on the teacher's most recent evaluation conducted under this Section once every two school years. In that case, the biennial evaluation shall be completed by the first of May of the applicable school year, and the teacher shall receive a written report of the results of the evaluation by the tenth day of May of that school year.

9.04 Process

- 1. Not later than September 30 of each year, or in the case of a new teacher, within thirty (30) days of the first day employed, each teacher shall be notified in writing of the name and position of his or her evaluator.
- 2. A teacher newly employed or one reassigned after the beginning of the work year shall be notified by the evaluator of the evaluation procedures in effect. Such written notification shall be within two (2) weeks of the first day in a new assignment.

9.05 Professional Development

- 1. Each teacher shall be given written instructions on the purpose, mechanics, and dimensions of the evaluation procedure, including the teaching standards and rubrics on which the evaluation is based.
- 2. Written instructions and group evaluation instruments shall be presented to the teachers not later than September 30, or in the case of a new teacher hired after September 1, not later than thirty (30) days after initial employment with the district.

9.06 Observations

A minimum of two (2) formal observations shall be conducted. A formal observation shall be scheduled no less than five (5) days in advance and last a minimum of thirty (30) continuous minutes.

- 1. All formal observations shall be preceded by a pre-observation conference between the evaluator and the teacher. The preconference shall be scheduled within three (3) working days of the observation. At the pre-observation conference teachers shall provide evidence for the work situation to be observed on the pre-observation form. The post observation will be scheduled at the preconference. The first formal observation must occur during the first semester but not during the first ten (10) days of the school year.

2. A post-observation conference shall be held after each formal observation. At the post-observation conference teachers shall be provided one (1) area of reinforcement and one (1) area of refinement through evidence, in alignment with the education standards. Teachers shall be given the opportunity to provide evidence to support the areas of reinforcement and refinement during this post-observation conference.
3. The second formal observation shall occur during the second semester but not within five (5) weeks of the first formal observation.
4. No observations will be scheduled on a day before or after the following: the administration of standardized testing; winter break; or spring break (if applicable).
5. In the event of a long term leave which renders timeline inapplicable as explained above (1-4), the timeline will be modified to allow for the completion of two observations prior to commencement of said leave.

9.07 Walkthroughs

1. Not later than September 30 of each year, or in the case of a new teacher, within thirty (30) days of the first day employed, each teacher shall receive a copy of the walkthrough form to be utilized for that year.
2. Evidence from no less than two (2) and no more than five (5) walkthroughs will be used in the evaluation cycle. Such walkthroughs will last no more than ten (10) minutes.
3. The teacher will receive a copy of the completed walkthrough form.
4. At the request of the teacher, a formal debriefing shall occur after the walkthrough to discuss observations relative to the identified focus.

9.08 Performance Evaluation Report

1. Before the evaluation cycle is final, and not later than May 10, a copy of the formal written evaluation report shall be given to the teacher and a conference shall be held between the teacher and the evaluator.
2. The evaluation shall acknowledge, through the evidence gathered, the performance strengths of the teacher evaluated as well as performance deficiencies, if any.
3. The evaluator shall note evidence of all the data used to support the conclusions reached in the formal evaluation report.

4. The evaluation report shall be signed by the evaluator; and the evaluation report shall be signed by the teacher to verify notification to the teacher that the evaluation will be placed on file. The teacher's signature shall not be construed as evidence that the teacher agrees with the contents of the evaluation report.
5. The evaluation report shall be completed by May 10, signed by both parties, and filed with the superintendent.

9.09 Summative Rating

1. The summative rating of a teacher shall be based upon student growth measures and performance that is assessed through evidence gathered during the walkthroughs and formal observations.
2. Evaluation Rating

For the purposes of the evaluation framework developed under this Article, teacher performance shall be rated based upon the following specific standards and criteria as set for the by the Ohio Department of Education that distinguish between the following levels of performance for teachers:

- a. Accomplished
- b. Skilled
- c. Developing
- d. Ineffective

For the period September 1, 2013 – August 31, 2016 ratings of accomplished, skilled, and developing will be considered comparable.

9.10 Personnel Action

1. In the event that significant performance deficiencies are identified and warrant intervention, the teacher and evaluator will develop a strategic plan for addressing such deficiencies. The plan could include but is not limited to the following:
 - a. Reciprocal observations and collaboration with a teacher identified as high performing in the deficient area.
 - b. On-site focused professional development with the Curriculum Director.
 - c. Off-site focused professional development when deemed relevant by the Curriculum Director.
2. Professional Growth and Improvement Plans
 - a. For those teachers with an “Accomplished” summative rating, those teachers must develop professional growth plans.

- b. For those teachers with a “Skilled or Developing” summative ratings, those teachers must develop professional growth plans in collaboration with their evaluator.
 - c. For those teachers with an “Ineffective” summative rating, an evaluator will develop an improvement plan for those teachers.
3. Remediation Plan for reoccurring “Ineffective Rating”
- a. Effect of “Ineffective Rating” for two (2) of the three (3) most recent school years. Beginning with the 2015-2016 school year, each teacher who teaches in a core subject area and who has received a rating of ineffective on the evaluations conducted pursuant to this Article for two (2) of the three (3) most recent school years, must register for and take all written examination of content knowledge selected by the Ohio Department of Education as appropriate to determine expertise to teach that core subject area and the grade level to which the teacher is assigned. The results of such examinations shall be used in developing and revising professional development plans for the teacher.
 - b. If a teacher who takes such examination passes such examination and provides proof of passage to the District, the District shall require the teacher, to complete professional development that is targeted to the deficiencies identified in the teacher’s evaluations conducted pursuant to this Article. If the teacher receives an ineffective rating on the teacher’s next evaluation after completion of the professional development, or if the teacher fails to complete the professional development, this shall be grounds for termination of the teacher under ORC Section 3319.16.
 - c. If a teacher who takes such examination and fails to pass such examination for three (3) consecutive administrations of the examination, then the District may use the results of such examinations in deciding whether or not to continue employment of the teacher in the context of termination and/or non-renewal.
4. For the 2013-16 school years, student growth data will not be considered in non-renewal decisions unless requested by the member.

9.11 Due Process

- 1. A teacher shall be entitled to association representation at any conference held during this procedure in which the teacher will be advised of an impending adverse personnel action.

2. Failure by the district to adhere to any timeline, exception being Article 9.06, Section 5, or condition established in this agreement shall render the evaluation, including the summative rating, void and shall automatically require re-employment of the teacher under a continuing contract, if eligible, or an appropriate limited contract if the teacher is not eligible for a continuing contract.

9.12 Student Growth Measures (SGMS) Committee

The association and the board agree to establish a standing joint committee for the sole purpose of assessing, reviewing, and approving the many facets of SGMs and providing professional development on SGMs. The SGM committee's charge is to assist in developing, maintaining, approving and suggesting changes to the SGMs the district uses.

A. Committee Composition

1. The committee shall be established by August 1 and convene for its first meeting within one (1) week of the official release of data and shall be comprised of 4 association members appointed by the association president, superintendent or his/her designee(s). In addition each party may appoint up to one (1) ad hoc non-voting member to assist and/or attend committee meetings.
2. The members of the committee shall be representative of the elementary school, the secondary school, and specialty areas within the district.
3. The terms of association members on the committee shall be for a period of no less than two (2) years unless a member leaves the district, retires, requests that the association removes him/her from the committee, is no longer able to serve due to unforeseen circumstances, or is removed by action of the association.
4. At the conclusion of the association member's term, or removal there from, the association will appoint a successor.

B. Committee Operation

1. The committee shall be chaired jointly by a committee member from the association and a committee member from administration.
2. Members of the committee will receive training on the writing of student learning objectives (SLOs), value-added (including, but not limited to, ODE SGM trainings, teacher of record, shared attribution and teacher-student data linkage) prior to beginning their work, and any other training that may become necessary for the committee.

3. The committee shall establish by mutual agreement a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks.
4. Committee agendas will be developed jointly by the co-chairs of the committee.
5. At the initial meeting, the committee shall develop the ground rules by which the committee shall operate, review them at each meeting, and update them thereafter as needed.
6. All decisions of the committee shall be evidence-based and achieved by consensus.
7. Members of the committee shall receive release time or compensation at the extra duty hourly rate for committee meetings and trainings.

C. Committee Authority

1. The SGM committee shall not have the authority to negotiate wages, hours, or terms and conditions of employment.
2. The committee will view all possible student growth measures and make recommendations to the administration and the board annually.
3. The committee will develop a strategic plan for the implementation of the SGMs, which includes a timeline that meets all federal, state, and local requirements.
4. The committee and its members will meet quarterly to monitor implementation of the process and to gather and analyze data.
5. The SGM committee shall define the five (5) levels that count towards the final summative rating of teacher effectiveness: Most effective, above average, average, approaching average, least effective.

9.13 Evaluation Committee

The association and the board agree to establish a standing joint committee beginning with the 2015-2016 school year. The evaluation committee's charge is to assist in developing, maintaining, approving, and suggesting changes to the evaluation instrument, policies, and procedures used in the district.

A. Committee Composition

1. The committee shall be established by August 1 and convene for its first meeting by August 15 and shall be comprised of 4 association members

appointed by the association president, superintendent or his/her designee(s). In addition each party may appoint up to one (1) ad hoc non-voting member to assist and/or attend committee meetings.

2. The members of the committee shall be representative of the elementary school, the secondary school, and specialty areas within the district.
3. The terms of association members on the committee shall be for a period of no less than two (2) years unless a member leaves the district, retires, requests that the association removes him/her from the committee, is no longer able to serve due to unforeseen circumstances, or is removed by action of the association.
4. At the conclusion of the association member's term, or removal there from, the association will appoint a successor.

B. Committee Operation

1. The committee shall be chaired jointly by a committee member from the association and a committee member from administration.
2. Members of the committee will receive training on the performance evaluation component of OTES and any other training that may become necessary for the committee.
3. The committee shall establish by mutual agreement a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks.
4. Committee agendas will be developed jointly by the co-chairs of the committee.
5. At the initial meeting, the committee shall develop the ground rules by which the committee shall operate, review them at each meeting, and update them thereafter as needed.
6. All decisions of the committee shall be evidence-based and achieved by consensus.
7. Members of the committee shall receive release time or compensation at the extra duty hourly rate for committee meetings and trainings.

C. Committee Authority

1. The committee shall be responsible for jointly developing, reviewing, and recommending the policy, procedures, and processes, including the evaluation instrument, for teacher evaluation.

2. The board and the association shall bargain during regular contract negotiations all elements of the teacher evaluation procedure that are not expressly prohibited subjects of bargaining, and these negotiations shall be satisfactorily completed prior to the implementation of the evaluation procedure or prior to any modification or amendment of the same. Any agreement that is achieved through said negotiations shall be subject to ratification by both parties.
3. The board shall amend its evaluation policy to conform to the terms of this agreement.
4. If either party wishes to consider any change or revision to the evaluation procedure or process, including the evaluation instrument, during the term of this agreement, it shall discuss the matter with the committee. If the discussion results in a recommendation by the committee to change or revise the evaluation procedure or process, including the evaluation instrument, during the term of the agreement, then said recommendation shall be subject to ratification by the board and the association.
5. In the event of legislative action by the Ohio General Assembly that impacts in any way on this topic, the parties to this agreement shall discuss this topic to determine whether adjustments are appropriate during the term of this agreement. The implications of changes made to the Ohio Revised Code regarding evaluation may be bargained without opening the entire negotiated agreement.

9.14 Evaluation Policy for Members Not Covered by OTES

The Alexander Board of Education hereby establishes the following provisions for appraising members of the instructional staff not covered under the Ohio Teacher Evaluation System (OTES). All staff members present by the end of the first orientation day shall be informed of the evaluation procedure. It will be mandatory that teachers shall receive at least two (2) observations using Methods 1, 2, or 3, listed under Section 9.02 (A), with at least one (1) formal observation conducted during the first semester.

9.15 Methods:

A. Methods for observation of the instructional staff shall include the following:

1. Informal
2. Unannounced
3. Formal

B. Informal:

The principal or director of curriculum will observe the staff member periodically, confer with the employee regarding aspects of his/her professional service, and

make note of specific problem areas as determined by the above. Observations may cover all aspects of a staff member's professional service including attitude and working relationship with other employees.

C. Unannounced:

The principal or director of curriculum as an evaluator must have the freedom to enter any classroom he/she chooses as long as this does not unreasonably interrupt the classroom situation. The teacher must be assured of the cooperation that will most effectively get the job done. Teachers will be shown those observation reports that will be placed in their file. The teacher will sign and date each report, with the teacher having the right to attach a rebuttal.

D. Formal:

At least one (1) formal observation will be granted in the course of a school year if requested by either the teacher or principal or director of curriculum. The characteristics of formal evaluation will be as follows:

1. Advance understanding of at least twenty-four (24) hours as to time and place;
2. A written assessment of observations with following attached forms;
3. A general statement by both the teacher and principal (or evaluator); and
4. Time to incorporate recommended changes prior to any future formal observations.
5. The formal observation will not take place in the first fifteen (15) or the last thirty (30) school days of the year.

9.16 Supersedes Law

The parties intend, to the fullest extent permitted by law, for the evaluation procedures and requirements contained in this Article to supersede and take the place of any and all evaluation procedures and requirements contained in the Ohio Revised Code.

ARTICLE 10
LEAVE OF ABSENCE

10.01 Jury Duty and Compulsory Court Leave

- A. When it becomes necessary for a teacher to accept jury duty, or the teacher has been subpoenaed to court, the teacher shall notify their building principal as soon as possible of such duty. Such leave shall not be deducted from any other type of leave.
- B. When granted such leave, the teacher shall be replaced by a qualified substitute according to Board-adopted policy.

10.02 Military Leave

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

10.03 Personal Leave

- A. Three (3) personal days per school year will be granted to all full-time certified professional personnel. Personal leave will not need justification or explanation by the member, but the member will notify the principal of his/her intent to take such leave at least three (3) work days in advance, except in the event of an emergency. Personal leave will not be used during the last two (2) weeks of school, except in the event of an unavoidable conflict. Such leave may be used for any purpose of conducting business or personal matters.
- B. Personal leave shall not be granted on a single day to more than the indicated number of teachers in any building listed below:

High School/Middle School	7
Elementary	7

 - 1. Teachers taking personal days adjoining a holiday must notify the principal two weeks in advance in order that a substitute may be hired.
 - 2. In the event of an emergency, the administration may grant personal leave to teachers exceeding the above limits per building.

- C. A bargaining unit member may carry over up to two (2) unused personal leave days into the following year. Unused personal leave days or any increment not carried over shall be converted to sick leave days. No bargaining unit member may have more than five (5) personal leave days during any year. Unless the bargaining unit member notifies the Treasurer in writing by June 15th, unused personal leave days shall be converted to sick leave.

10.04 Maternity/Paternity/Adoption Leave

- A. An employee who gives birth to a child, is the father of a newborn child, or adopts a child, is eligible for up to six(6) weeks of paid maternity/paternity/adoption leave to be deducted from the employee's accrued sick leave.
- B. The six (6) weeks leave will commence the day of childbirth or adoption of the child. Employees can only take one six (6) week period of leave per childbirth or adoption, even if more than one baby is born or adopted.
- C. Paternity leave will only be granted if the father lives with the child.
- D. Employees with available sick leave can choose to take up to six (6) weeks paid maternity/paternity/adoption leave but such leave must be taken at one time and cannot be spread over separate days or weeks.
- E. Employees should discuss their intention to take paid maternity/paternity/adoption leave with their immediate supervisor as soon as possible to allow time to arrange for a substitute.

10.05 Professional Leave

A teacher may be granted leave with pay for attendance at meetings or conferences of an instructional nature, or visitation that can benefit in improving said teacher's instructional abilities. The granting of such leave shall be at the discretion of the Superintendent or designee. Such discretion shall not be unreasonably withheld. Release time for such meetings shall be at the discretion of the immediate supervisor. Requests should be made to the building principal as far in advance as possible, but in no event less than three (3) days prior to the meeting or conference unless it is due to circumstances beyond the applicant's control.

10.06 Sick Leave

- A. Sick leave credit shall accumulate at the rate of one and one-quarter (1-1/4) days per month and at the maximum of fifteen (15) days per year.
- B. Each beginning teacher shall be granted a minimum of five (5) days sick leave upon employment by the Board.

- C. Any teacher transferring to the employ of the Board shall be credited with the unused balance of his/her accumulated sick leave upon verification of such accumulation from the proper public agency. Unused accumulation shall be reported to each teacher by the Treasurer of the Board at the beginning of each year. A statement explaining illness or reason for absences of five (5) or more consecutive days require a doctor's statement and shall be turned in to the principal on the regular sick leave statement. A teacher may at his/her discretion use sick leave absence due to personal illness, injury, pregnancy, exposure or contagious disease which could be communicated to other employees or children, and absence due to illness or deaths in the immediate family. Such leave shall be limited to the maximum sick leave accumulated by the teacher. After five (5) consecutive days of personal illness, a doctor's statement must be turned in to the principal. For purposes of this policy, immediate family shall include father, father-in-law, mother, mother-in-law, grandparents, brother, sister, husband, wife, child, aunt, uncle, niece, nephew, grandchildren, cousins, children-in-law, siblings-in-law, anyone living in the immediate household, or other unusual family or personal responsibility with respect to illness or death, with the Superintendent's approval.

10.07 Assault Leave

- A. An employee shall be granted assault leave in the event that said employee is absent due to physical disability resulting from an assault which occurs in the course of Board employment. In no event shall assault leave extend beyond twenty (20) working days.
- B. An application for assault leave shall be on prescribed forms supplied by the administration and shall be signed by the employee and the licensed physician of the employee. Assault leave granted under this policy by the Superintendent shall not be charged against sick leave earned, or leave granted under other leave policies adopted by the Board of Education.
- C. To qualify for assault leave, in addition to the items set forth above, the employee must file a claim with the Bureau of Workers Compensation. All medical payments shall be applied for through the Bureau of Workers Compensation. If Workers Compensation benefits are granted, the amount of these benefits shall be subtracted away from the assault leave benefits (per diem rate of pay) paid by the Board of Education.
- D. If an employee becomes permanently disabled due to an assault, he/she shall apply for disability retirement. If disability retirement is granted, assault leave benefits shall end on the effective date of his/her retirement.
- E. The employee agrees to discuss the advisability of filing charges against the person who assaults him/her with the administration, local police authorities, and/or prosecutor.

10.08 Sabbatical Leave

- A. The Board hereby provides sabbatical leave to the provisions stated and in keeping with the provisions of Ohio Revised Code Section 3319.131.
- B. A member of the instructional staff, upon written request to the Board, may be granted a leave of absence with part pay and prorated fringe benefits for up to one (1) school year. The only grounds for refusal of a sabbatical shall be the filing of an insufficient plan of professional improvement as determined by the Superintendent and the Board. Denial or request will be accompanied by written reasons. Such leave shall be according to the following provisions:
 - 1. A member of the instructional staff shall have had five (5) years of educational experience in the system.
 - 2. A plan of professional improvement during the period the sabbatical leave is requested shall be required.
 - 3. The part salary shall be the difference between the employee's regular salary and the cost of the teacher hired to replace the employee.
 - 4. No more than five percent (5%) of the instructional staff shall be granted sabbatical leave at one time.
 - 5. The Board shall arrange a replacement teacher (for instructional staff members on sabbatical) according to Board policy.
 - 6. Additional sabbaticals may be made available to members of the instructional staff after completion of five (5) years additional teaching experience, and no other eligible teacher having filed a request for such leave.
 - 7. Members of the instructional staff returning from sabbatical shall be returned to the same assignment or equivalent position in area of certification held prior to such leave.
 - 8. A year of sabbatical leave shall count as a year of credit for placement on the salary schedule.
 - 9. Any teacher having less than twenty-five (25) years teaching experience in Ohio shall agree to return to the Alexander School District for a period of no less than one (1) year upon the completion of the leave granted herein.
 - 10. Sabbatical leave will not represent any additional cost to the Board of Education.

10.09 Duration of Long-Term Leave

All long-term leave, including pregnancy disability leave and sabbatical leave, shall end at the end of the school year unless the Superintendent is notified in writing, prior to April 1 of the school year during which the leave occurred, of the teacher's intent to continue the leave into the next school year if authorized by other provisions of this agreement.

10.10 Unpaid Leaves of Absence

- A. Requests for unpaid leaves of absence that are not addressed by the provisions of this Article are governed by the Ohio Revised Code. A teacher who is on an approved unpaid leave of absence solely due to illness or other disability of said teacher or immediate family member shall retain the right to be reinstated, upon return from such leave, to the same position held prior to the leave. A teacher who is on an unpaid leave of absence for any other reason, including leave to be with a child, is not entitled to automatic reinstatement to the same position held prior to the leave, and is subject to assignment to another position for which the teacher holds valid certification.
- B. Teachers whose unpaid leave expires at the end of a school year must notify the Superintendent in writing no later than April 1 of that year whether they intend to return from unpaid leave at the beginning of the next school year. Failure to timely notify the Superintendent of their intent pursuant to this section will be considered to be the teacher's resignation of his/her employment with the Board.

10.11 Catastrophic Leave

- A. When in the judgment of a bargaining unit member's physician, the employee will exhaust all of his/her accumulated sick leave due to catastrophic illness, or injury of the bargaining unit member or a member of his/her immediate family, which does not include pregnancy or childbirth unless there are catastrophic consequences to the mother or to an unborn child, and additional paid leave is not otherwise available to him or her under the Negotiated agreement are needed A bargaining unit member may, upon the approval of both the Superintendent and president of the Association, be provided additional sick leave days, either by way of advancement or, if approved, by way of transfer from one or more other bargaining unit members. To initiate the process, the member (or a designated person) will complete the form available in the Treasurer's office. Additional sick leave days awarded by advancement shall be deducted from the member's future accrued sick leave. Sick leave days awarded by transfer from another member will include written authorization from the transferring member directing the District Treasurer to deduct the number of days transferred from the transferring member's accrued sick leave balance. No employee will be permitted

to donate more than two (2) days per request, with a maximum of four (4) days per year. For the purpose of this section the term “catastrophic illness or injury” shall include only those illnesses or injuries which are calamitous in nature constituting a great misfortune.

- B. The decision to grant or to deny any request for catastrophic leave will be made on a case-by-case basis and shall not be subject to the grievance procedure. Neither the granting nor denial of any request for such leave shall be considered precedent for any future catastrophic leave request.
- C. This leave is not intended to substitute for a member’s application for Disability Retirement. Members contributing days will not be penalized under Section 10.04, Attendance Incentive.

10.12 Family and Medical Leave Act (FMLA)

- A. The Board provides leave to eligible employees consistent with the Family and Medical Leave Act (FMLA). Eligible employees are entitled to up to 12 work weeks of unpaid family and medical leave in any 12-month period. The Board continues to pay the District’s share of the employee’s health benefits during the leave. In addition, the District restores the employee to the same or a similar position after the termination of the leave in accordance with Board policy.
- B. Further information on the use of FMLA can be found in Appendix D: Board Policy on the FMLA.

ARTICLE 11 **TRANSFERS, VACANCIES AND PROMOTIONS**

11.01 Assignment

Any teacher presently under contract will have the same teaching assignment for the following year unless notified in writing prior to July 10 of a change in assignment. Teachers who qualify will be given preference on the basis of seniority of assignment to positions in existing programs which become open. Persons involved in any change will be consulted before changes are made on his/her contract. Any teacher involuntarily transferred shall not be subject to a decertification action by the Board of Education or administration under Ohio Revised Code Section 3319.15.

11.02 Definitions

- A. A vacancy shall be defined for the purpose of this contract as a position previously held by an employee that the Board intends to fill, or when a new position is created by the Board of Education.

- B. A transfer shall be defined as any change in a member of the bargaining unit's assigned responsibilities with regard to (a) grade level; (b) subject; or (c) assignment to a particular building.

11.03 Posting Vacancies

- A. Each month wherein vacancies occur, the Superintendent shall cause to be posted on office bulletin boards in each building and sent by district email, a list of all current and anticipated vacancies. Such vacancies must be posted ten (10) school days prior to the filling of the positions.
- B. The vacancy notice shall contain the following information: location of the vacancy, grade level(s), subject(s) and certification required by the State Department of Education.

11.04 Voluntary Transfer

- A. Bargaining unit members who desire a change in grade and/or subject assignment, or transfer to another building may submit a written statement of such desire to the Superintendent not later than ten (10) working days after April 30.
- B. Bargaining unit members who desire change in grade and/or subject assignment or transfer to another building, for which a vacancy exists, may file a written statement of such desire with the Superintendent not later than ten (10) working days after the posting.
- C. A bargaining unit member who has applied for a change in assignment for which a vacancy exists will be granted an interview.
- D. When requesting transfer and/or reassignment, the following criteria apply:
 - 1. Individual qualifications;
 - 2. Staff availability and experience;
 - 3. Where foregoing qualifications are determined to be equal by the Superintendent, the preference in assignment or transfer shall be given to the bargaining unit member with the greatest number of continuous years of service as a bargaining unit member.

11.05 Involuntary Transfer and/or Reassignment

- A. A bargaining unit member shall be given notice by certified mail fifteen (15) days after a vacancy is known or July 10, whichever is later, of an involuntary transfer and/or reassignment to be effective during the following school year. The written notification of transfer and/or reassignment shall include reasons for transfer

and/or reassignment. The bargaining unit member, at his/her option, may request a meeting with the Superintendent concerning this transfer and/or reassignment and may have a representative of his/her choice present at such meeting.

- B. A bargaining unit member being involuntarily transferred and/or reassigned will be placed only in a position for which such member is certified.
- C. All bargaining unit members involuntarily transferred after June 15, for the ensuing school year, shall be granted three (3) days per diem rate to prepare for the change in assignment.

11.06 Promotion

- A. Promotional positions are defined as positions paying a salary differential and/or positions on the supervisory level including, but not limited to, positions such as department heads, coordinator, project director, specialist, and/or special project teacher, and positions in programs funded by the Federal Government. The positions of superintendent, assistant superintendent, principal, assistant principal, and other administrative line positions are excluded from this definition.
- B. The Superintendent shall post a notice for ten (10) days in each building of any promotional vacancy. Such notice shall include the duties, compensation, and qualifications for the position. A copy of said notice will be given to the Association at the time of posting.
- C. Bargaining unit members who desire to apply for any such position shall submit their application, in writing, to the Superintendent within the ten (10) day time limit.
- D. Bargaining unit members who desire to apply for any such position in the event that a promotional vacancy occurs shall submit their names to the Superintendent, together with the position or positions they desire to apply for, and an address where they can be reached during the summer vacation period. The Superintendent shall notify said teachers of any vacancy by written communication.
- E. No promotional position shall be filled within ten (10) days of posting. The Board shall give full consideration to all applicants.
- F. The Board may fill a vacancy in a promotional position on a temporary basis (i.e., for up to sixty (60) days when it is necessary to do so in the best interests of the school and the educational process. However, at the end of sixty (60) days, the position will be posted for ten (10) days.)

ARTICLE 12
COMPENSATION AND BENEFITS

12.01 Payroll Procedures

- A. All teachers employed in the Alexander Local School District shall have a total of twenty-six (26) pays, on every other Friday depending on the school calendar. No more than once every six or seven years a calendar adjustment shall occur and the treasurer shall contact the Association president and the staff will be notified that there will be a three week gap between the twenty sixth (26th) pay of one school year and the first (1st) pay of the following school year. The Board and Association agree that there will be no less than two (2) paychecks in any month.
- B. All employee paychecks will be done by Direct Deposit and pay stubs will be e-mailed to the employee. All stubs will include month, day, and year.

12.02 Salary Schedule

The base salary for the 2013-2014 contract year shall be \$33,146; contract year 2014-2015 shall be \$33,975; contract year 2015-2016 shall be \$34,655. The indexes and salary schedules are contained in Appendix A.

ALEXANDER LOCAL
SALARY INDEX

STEP	BA	BA+30 SEM	MA	MA+15 SEM	MA+30
0	1.0000	1.0500	1.1100	1.1500	1.1800
1	1.0400	1.0950	1.1600	1.2010	1.2340
2	1.0800	1.1400	1.2100	1.2510	1.2840
3	1.1200	1.1850	1.2600	1.3010	1.3340
4	1.1600	1.2300	1.3100	1.3510	1.3840
5	1.2000	1.2750	1.3600	1.4010	1.4340
6	1.2400	1.3200	1.4100	1.4510	1.4840
7	1.2800	1.3650	1.4600	1.5010	1.5340
8	1.3200	1.4100	1.5100	1.5510	1.5840
9	1.3600	1.4550	1.5600	1.6010	1.6340
10	1.4000	1.5000	1.6100	1.6500	1.6840
11	1.4400	1.5450	1.6600	1.7000	1.7340
12	1.4800	1.5900	1.7100	1.7500	1.7840
15	1.5200	1.6350	1.7600	1.8000	1.8340
18	1.5400	1.6800	1.8100	1.8500	1.8840
21	1.6000	1.7250	1.8600	1.9000	1.9340
24	1.6400	1.7700	1.9100	1.9500	1.9840
27	1.6800	1.8150	1.9600	2.0000	2.0340

12.03 Placement on the Schedule

- A. Credit for years of public school teaching experience outside the Alexander Local School District shall be granted in full up to ten (10) years for salary purposes of this provision, shall include teaching experience in all public schools, teaching experience in accredited armed forces and U.S. State Department Dependency Schools and teaching experience in the Peace Corps and VISTA.
- B. The Board agrees to enter veterans on the pay scale according to their years of service in the military up to and including five (5) years. Eight (8) months or more of service will be equal to one (1) full year of service.

12.04 Authorized Payroll Deductions

- A. Deductions of yearly dues and/or fees may be authorized for payroll deduction to the Treasurer by any teacher for any of the following:
 - 1. Alexander Local Education Association
 - 2. South Eastern Ohio Education Association
 - 3. Ohio Education Association
 - 4. National Education Association
 - 5. Departments of the Ohio Education Association as found on their yearly enrollment form
 - 6. Health Insurance
 - 7. Savings Bonds
 - 8. Annuities
 - 9. Credit Unions
 - 10. United Way
 - 11. IRA
 - 12. OEA Fund for Children and Public Education
 - 13. Retirement service credit purchase, in accordance with STRS regulations
 - 14. Alexander Future Foundation
- B. OEA Fund for Children and Public Education and dues shall be deducted beginning with the first pay period in October and continuing for a total of twelve (12) pay periods. Except for unusual circumstances, the Treasurer shall forward the deductions to the Association Treasurer no later than five (5) working days after each pay.

12.05 Supplemental Contracts

- A. Any agreement to act as supervisor for extracurricular activities for which there is additional compensation is to be paid by supplemental contract.

- B. Bargaining unit employees shall be compensated for supplemental duties according to the supplemental salary schedule contained in Appendix C. All supplemental contracts are effective only for one school year. All bargaining unit employees interested in a supplemental position(s) must apply in writing during the month of March. All fall sports positions will be posted in November and filled in December. All bargaining unit employees who are going to be recommended by the Superintendent for supplemental positions will be recommended at the April Board of Education meeting except for the following spring activities:

Academic: Head Yearbook Advisor
Assistant Yearbook Advisor
Junior Class Advisor
Assistant Junior Class Advisor
Senior Class Advisor

Academic: Assistant Senior Class Advisor
National Honor Society Advisor
Middle School Yearbook Advisor

Athletic: Head Softball Coach
Reserve Softball Coach
Head Baseball Coach
Assistant Baseball Coach
Reserve Baseball Coach
Head Track Coach
Assistant Track Coach

- C. All bargaining unit employees who are going to be recommended by the Superintendent for the above-listed spring activities will be recommended at the June Board of Education meeting. Criteria for supplemental positions will follow the criteria set forth in Section 11.04 (D) except that the Superintendent has the discretion to determine that a bargaining unit applicant(s) is not qualified or is not the best candidate for a particular supplemental position.
- D. The categories contained in Appendix C represent percentages of the base salary for that year. The Board reserves the right to split the amounts and the duties of a supplemental position among two (2) or more people if the administration and the employees involved believe it is advisable to do so. Supplemental salaries shall be paid at three times during the school year, at the end of the fall, winter, and spring seasons. Supplemental payments will be added to the employee's regular paycheck at that time if they are on staff at Alexander Local School District.

12.06 Professional Meeting Fund

- A. An amount of money, twenty-five thousand dollars (\$25,000) per contract year; shall be allocated for use in the Professional Meeting Fund account for activities which are aligned with the Continuous Improvement Plan (CIP) and/or the Local Professional Development Committee (LPDC). This money shall be used for the purpose of certificated teachers within the bargaining unit to attend professional meetings, workshops or school visitations. The term "professional leave" shall not include trips when the applicant accompanies students to activities such as meetings and competitions. District reserves the right to use these funds as available to provide in-service and professional training at Alexander Schools.
- B. The Professional Meeting Fund shall be allocated to Elementary and Junior High/High School on a 50% to 50% basis. Money for each school that is unencumbered at the end of the first semester shall revert to one general fund and be allocated on a first-come, first-serve basis district wide.
- C. The applicant shall be reimbursed for his/her actual and necessary expenses as follows:

Registration fee: one hundred percent (100%).

Lodging: not to exceed One Hundred Fifty Dollars(\$150) per day. Rooms must be shared by no more than two (2) unit members if more than one unit member of the same gender is attending the same conference. If three (3) or more unit members of the same gender are attending the same conference and it is agreed upon by all unit members to share a room, the payout for lodging is not to exceed Two Hundred Dollars (\$200) per day.

Travel: at the current IRS rate effective July 1 of each fiscal year.

- D. Itemized statements must be submitted for reimbursement with all receipts attached.

12.07 Severance Pay

Severance pay shall be a one-time, lump sum payment to eligible employees according to the following provisions:

- A. Eligibility

An employee's eligibility for severance pay shall be determined as of the final date of employment. The criteria are:

1. The individual retires from the school system.

2. Service retirement is retirement under any state or municipal retirement system in this state.
3. The individual must within one hundred twenty (120) days of last day of employment prove acceptance into the retirement system by having received and cashed his/her first retirement check.
4. Must sign for severance check certifying all eligibility criteria have been met.

B. Benefit Calculation

The amount of the benefit due an employee shall be calculated by:

1. Multiplying the employee's accrued but unused sick leave by one-third (1/3).
2. Multiplying the product times the per diem rate of pay appropriate for that individual's placement on the base salary schedule.
3. The amount of the benefit calculated in steps one and two shall not exceed the value of:

Ninety (90) days for 2013-2016

Receipt of payment for accrued but unused sick leave shall eliminate all sick leave credit accrued by the employee.

- C. A bargaining unit member who dies and who has five (5) or more years service in the district shall be eligible for the severance pay. The amount of severance pay shall be paid in a lump sum to the estate within thirty (30) days of death.
- D. An additional sum of Two Thousand Five Hundred Dollars (\$2,500.00) will be paid to any employee who retires after a total of fifteen (15) years service to Alexander Local School District, and who has accumulated a minimum of two hundred (200) days of unused sick leave.

12.08 STRS Pick Up

- A. The Treasurer of the Alexander Local School District Board of Education shall contribute to the State Teachers' Retirement System (STRS), in addition to the Board's required employer contribution, an amount equal to each employee's contribution in lieu of payment to such employee. The amount contributed by the Board on behalf of the employee shall be treated as a mandatory salary reduction from the contract salary otherwise payable to such certified employees.

- B. The total annual salary for each employee shall be the salary otherwise payable under their contracts. The total annual salary shall be payable by the Board in two (2) parts: (1) deferred salary; and, (2) cash salary. An employee's deferred salary shall be equal to that percentage paid as an employee contribution by said employee and shall be paid by the Board to STRS on behalf of said employee as a "pick-up" of the STRS employee contribution otherwise payable by the employee. An employee's cash salary shall be equal to said employee's total annual salary less the amount of the "pick-up" for said employee and shall be payable, subject to applicable payroll deductions, to said employee.
- C. The Board's total combined expenditures for employees' total annual salaries otherwise payable under their contracts (including "pick-up" amounts) and its employer contributions to STRS shall not be greater than the amount it would have paid for those items had this provisions not been in effect.
- D. The Board shall compute and remit its employer contributions to STRS based upon the total annual salary, including the "pick-up". The Board shall report for federal and Ohio income tax purposes as an employee's gross income said employee's total annual salary less the amount of the "pick-up". The Board shall report for municipal income tax purposes as an employee's gross income said employee's total annual salary, including the amount of the "pick-up". The Board shall compute income tax withholding based upon gross income as reported to the respective tax authorities.
- E. The "pick-up" shall be included in the employee's total annual salary for the purpose of computing daily rate of pay, for determining salary adjustments to be made due to absence, or for any other similar purposes.
- F. The "pick-up" shall be a uniform percent for all certified employees, and it shall apply to all payroll payments made after the effective date of this provision and shall not be at the individual employee's option.
- G. This provision shall be effective and the "pick-up" shall apply to all payroll payments made after the first pay of the 1985-86 school year.
- H. The current taxation or deferred taxation of the "pick-up" is determined solely by the Internal Revenue Service (IRS), and compliance with this section does not guarantee that the tax on the "pick-up" will be deferred. If the IRS or other governmental entity declares the "pick-up" not to be tax deferred, this section shall be null and void and the STRS contribution procedure in place prior to the effective date of this provision shall be in effect.

12.09 Transportation Reimbursement

Teachers who by nature of their assignment are required to travel during their regular day, shall be reimbursed for mileage at the approved IRS rate effective July 1 of each fiscal year. Teachers shall submit travel vouchers by the 5th of each month, and will be paid no later than the 20th of the month.

12.10 Group Insurance

The Association will accept the new insurance plan (Health #5, Optional PPO Plan) adopted by the Athens County Schools Insurance Consortium. Members will have the option to buy up to the Health #1 existing PPO at the employee's expense. If the state adopts a statewide insurance pool, all school employees will move to that plan.

- A. PPO Plan with Prescription Drug
Board pays 85% of family rate Employee contribution 15% per month
Board pays 95% of single rate Employee contribution 5% per month
- B. The Board will pay a pro-rata share of the premium for part-time teachers who are working at least half-time.
- C. Term life insurance coverage in the amount of Thirty Thousand Dollars (\$30,000.00). Said coverage to include double indemnity for accidental death and dismemberment. The Board shall allow individual employees to purchase additional amounts of coverage through payroll deductions, providing the number of employees electing to take advantage of this opportunity is adequate to meet the requirements of the insuring company.
- D. A 125 plan, district administered, will be implemented for medical premiums only.

ARTICLE 13
COMMITTEES

13.01 In-Service Training

- A. The Board and Association recognize that a program of in-service education is essential to improve instruction in the district. Therefore, the Superintendent will seek volunteers to serve on a permanent professional development committee as follows: one teacher from the junior high, two high school teachers, two middle school teachers, two elementary teachers, one special education teacher, one LPDC member, and one administrator.

- B. They will set goals and objectives for professional development. They shall identify expertise within our own district, explore options for released time to train, examine possibilities for stipends for the committee and presenters, and collect information on professional development for teachers. The professional development committee shall work closely with the LPDC to coordinate activities that will meet the goals of the district Continuous Development Plan and the personal professional needs of the teachers.
- C. At least Five Hundred Dollars (\$500.00) shall be made available for the in-service committee to pay expenses of in-service activities.

13.02 Department Heads and Grade Level Chairs

- A. Department Heads and Grade Level Chairs shall be the receivers and disseminators of information from the Building Principal. They will do no administrative duties.
- B. The choice of the person to fill the position(s) shall be made by the department or grade level bargaining unit members.
- C. The people to fill the positions shall be determined at the beginning of the school year. The position may be filled on a rotating basis or by two people, if the building staff so chooses.
- D. A Department Head or Grade Level Chair is free to resign, if he or she chooses.
- E. A supplemental salary of 5.5% of the base will be paid to the Department Heads or Grade Level Chairs. No more than nineteen (19) supplemental positions will be paid, specifically:

- | | |
|----------------------------|-------------------------------------|
| 1. Pre K, Kindergarten | 11. Middle School Unified Arts |
| 2. 1 st | 12. Unified Art – P.E., Art, Family |
| 3. 2 nd | Life, Band, Health, Music |
| 4. 3 rd | 13. English/Foreign Language |
| 5. 4 th | 14. Math |
| 6. 5 th | 15. Science |
| 7. 6 th | 16. Social Studies |
| 8. 7 th | 17. Business/VOAG/Industrial Arts |
| 9. 8 th | 18. High School Special Needs |
| 10. Pre K – 5 Unified Arts | 19. Middle School Special Needs |

13.03 Labor Management Committee

- A. A labor/management committee will be established upon ratification of this agreement. The committee shall meet at least once during each nine (9) week grading period or, if mutually agreed upon, more or less frequently as needed.

The committee shall consist of three Board representatives including the Superintendent and three Association representatives, including the Association President. Either group may invite up to two additional Board or Association representatives to attend at their discretion.

- B. The committee shall meet to discuss potential problems and promote a more harmonious working environment. Areas of discussion will include but not be limited to: state and federal mandates affecting the school; the administration of this agreement; notification to the Association of changes made by the Administration that would affect the bargaining unit; dissemination of general information to the parties; discussion ways to improve educational services; scheduling and holding of open house, and other concerns that affect buildings or groups of members. This is not a forum to address individual or contractual grievances. Representatives attending the Labor/Management Committee may not change the negotiated agreement but may agree to make recommendations to their respective groups regarding issues arising during the meetings.
- C. The position of committee chair shall alternate between the Association's representatives and the Board's representatives. An agenda will be prepared before each meeting and distributed to all members of the committee at least three days before the scheduled meeting. The agenda may be modified to address issues that arise unexpectedly. Minutes will be taken at each meeting.
- D. The Association President and the Superintendent shall meet during the first week of school to schedule a tentative number of meeting dates during the school year. The Committee is minimally required to meet four times during any school year. During the first meeting the Association President and Superintendent shall schedule FMCS training for the committee to attend.

13.04 Master Teacher Committee

- A. A master teacher committee shall be established for the purpose of designating teachers in the building/district as master teachers in accordance with the recommendations of the Ohio Department of Education.
- B. The master teacher committee shall be comprised of a majority of practicing teachers. The Association shall appoint three (3) teachers to the committee and the Superintendent shall appoint two (2) district administrators. As teachers earn the title of "Master Teacher", the Association shall appoint new teacher members of the committee from those teachers.
- C. The master teacher committee members shall jointly (by a 4/5 vote) establish a Plan of Operation for the appropriate designation of a master teacher, including but not limited to: the time and location of meetings, the application and review process, the dissemination of general information to local Association members, and the appeal procedure.

- D. Members of the Master Teacher Committee will be compensated in the amount of \$18 an hour for meetings held outside the regular work day.

ARTICLE 14
RE-EMPLOYMENT OF RETIRED TEACHERS

14.01 Re-Employment of Retired Teachers

- A. On occasion, the Board may find it desirable to employ a retired teacher. A retired teacher is any teacher already receiving a retirement benefit from any retirement system, in-state or out-of-state. The Board reserves the right to offer or not to offer such employment selectively, based on the needs of the district and the qualifications of the candidate, and no reason will be given for declining to offer such employment to anyone pursuant to this provision. The following procedure shall govern such employment of such retired teachers (hereafter "Retirees"):
1. Except as expressly modified herein, Retirees shall be members of the bargaining unit represented by the ALEA and shall be entitled to all terms, conditions, rights and benefits of the collective bargaining Agreement between the Association and the Board.
 2. A Retiree shall be placed at Step 0 on the teachers' salary schedule and at his/her education column of the teachers' salary schedule.
 3. The District will provide health insurance coverage for the Retiree only if STRS rules so require.
 4. Retirees shall not be eligible to receive severance pay or any retirement incentive upon leaving the district.
 5. For purposes of sick leave, retirees shall be considered a beginning employee and start with 0 days of sick leave accumulation.
 6. Retirees shall be provided one-year limited regular teaching contracts that are automatically non-renewed each year without any action by the Board and without any evaluations or notice to the teacher/Retiree. Failure to evaluate or to follow negotiated or statutory procedures and failure to provide statutory notice of nonrenewal shall not be a basis for automatic reemployment of a Retiree. The employment relationship shall end upon the expiration of the contract in the same manner as a supplemental contract. Retirees shall not be eligible for a continuing contract, regardless of their years of service or license held. Retirees have no rights or seniority if a reduction in force occurs.

7. The parties agree that the provisions of this Article and any Retiree's salary and nonrenewal of his/her individual contract will not be grievable under the grievance procedures of this contract, nor through any claim or action filed before the State Employment Relations Board (SERB) or any court of law.
8. Retirees will be provided with a copy of this Article and asked to execute a release of claims against the Board and Association regarding the provisions of this Article.
9. All terms and condition of employment under this Article shall supersede R.C. Chapter 3317, Sections 3319.11, 3319.111 and all other laws inconsistent with the Article.

ARTICLE 15
DURATION OF CONTRACT

15.01 Contrary to Law

- A. If any provision of this document or any application of the document to any certified person or persons shall be found contrary to law by a court of competent jurisdiction, then this provision shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in force.
- B. The parties will meet to negotiate any necessary change in the agreement relative to the affected provision within thirty (30) days by demand of either party.

15.02 Distribution

Within thirty (30) days after this contract is ratified, 150 Compact Disks will be burned containing a PDF file copy of the contract. The Board shall distribute CD's to the Board members and school administrators, and the ALEA shall distribute one (1) CD to each teacher.

15.03 Duration

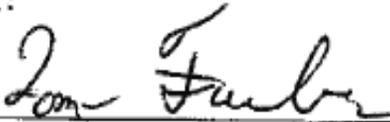
- A. This agreement, following ratification by the Alexander Local Education Association and the Alexander Local School District Board of Education shall be effective September 1, 2013, and shall remain in effect until August 31, 2016, at which time it shall expire. In the event the Board and Association fail to secure a successor agreement prior to the expiration date of this agreement, the parties may mutually agree in writing to extend this agreement for any period of time.
- B. Nothing herein contained shall limit the Alexander Local Board of Education or any agent acting in its behalf from its exercise of the regular functions of management, including but not limited to, the making of policies, rules and regulations governing the employees within the bargaining unit as it deems advisable, so long as such policy, rule or regulation is not in conflict with any provision of this agreement.
- C. This agreement supersedes and cancels all previous agreements, verbal or written, between the school district and the Association, and constitutes the entire agreement between the parties.

15.04 Signatures

THIS AGREEMENT IS HEREBY ATTESTED TO BY THE SIGNATURES AFFIXED BELOW.

FOR THE ASSOCIATION

BY:



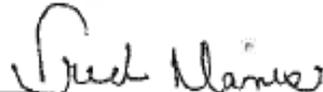
President

Date

9/17/13

FOR THE BOARD

BY:



Board President

Date

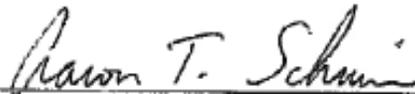
9/17/13



Superintendent

Date

9/17/13



Treasurer

Date

9/17/13

APPENDIX A-1

**ALEXANDER LOCAL
SALARY SCHEDULE 2013-2014**

STEP	BA	BA+30 SEM	MA	MA+15 SEM	MA+30 SEM
0	\$33,146	\$34,803	\$36,792	\$38,118	\$39,112
	1.00000	1.05000	1.11000	1.15000	1.18000
1	\$34,472	\$36,295	\$38,449	\$39,808	\$40,902
	1.04000	1.09500	1.16000	1.20100	1.23400
2	\$35,798	\$37,786	\$40,107	\$41,466	\$42,559
	1.08000	1.14000	1.21000	1.25100	1.28400
3	\$37,124	\$39,278	\$41,764	\$43,123	\$44,217
	1.12000	1.18500	1.26000	1.30100	1.33400
4	\$38,449	\$40,770	\$43,421	\$44,780	\$45,874
	1.16000	1.23000	1.31000	1.35100	1.38400
5	\$39,775	\$42,261	\$45,079	\$46,438	\$47,531
	1.20000	1.27500	1.36000	1.40100	1.43400
6	\$41,101	\$43,753	\$46,736	\$48,095	\$49,189
	1.24000	1.32000	1.41000	1.45100	1.48400
7	\$42,427	\$45,244	\$48,393	\$49,752	\$50,846
	1.28000	1.36500	1.46000	1.50100	1.53400
8	\$43,753	\$46,736	\$50,050	\$51,409	\$52,503
	1.32000	1.41000	1.51000	1.55100	1.58400
9	\$45,079	\$48,227	\$51,708	\$53,067	\$54,161
	1.36000	1.45500	1.56000	1.60100	1.63400
10	\$46,404	\$49,719	\$53,365	\$54,691	\$55,818
	1.40000	1.50000	1.61000	1.65000	1.68400
11	\$47,730	\$51,211	\$55,022	\$56,348	\$57,475
	1.44000	1.54500	1.66000	1.70000	1.73400
12	\$49,056	\$52,702	\$56,680	\$58,006	\$59,132
	1.48000	1.59000	1.71000	1.75000	1.78400
15	\$50,382	\$54,194	\$58,337	\$59,663	\$60,790
	1.52000	1.63500	1.76000	1.80000	1.83400
18	\$51,045	\$55,685	\$59,994	\$61,320	\$62,447
	1.54000	1.68000	1.81000	1.85000	1.88400
21	\$53,034	\$57,177	\$61,652	\$62,977	\$64,104
	1.60000	1.72500	1.86000	1.90000	1.93400
24	\$54,359	\$58,668	\$63,309	\$64,635	\$65,762
	1.64000	1.77000	1.91000	1.95000	1.98400
27	\$55,685	\$60,160	\$64,966	\$66,292	\$67,419
	1.68000	1.81500	1.96000	2.00000	2.03400

APPENDIX A-2

**ALEXANDER LOCAL
SALARY SCHEDULE 2014-2015**

STEP	BA	BA+30 SEM	MA	MA+15 SEM	MA+30 SEM
0	\$33,975	\$35,674	\$37,712	\$39,071	\$40,091
	1.00000	1.05000	1.11000	1.15000	1.18000
1	\$35,334	\$37,203	\$39,411	\$40,804	\$41,925
	1.04000	1.09500	1.16000	1.20100	1.23400
2	\$36,693	\$38,732	\$41,110	\$42,503	\$43,624
	1.08000	1.14000	1.21000	1.25100	1.28400
3	\$38,052	\$40,260	\$42,809	\$44,201	\$45,323
	1.12000	1.18500	1.26000	1.30100	1.33400
4	\$39,411	\$41,789	\$44,507	\$45,900	\$47,021
	1.16000	1.23000	1.31000	1.35100	1.38400
5	\$40,770	\$43,318	\$46,206	\$47,599	\$48,720
	1.20000	1.27500	1.36000	1.40100	1.43400
6	\$42,129	\$44,847	\$47,905	\$49,298	\$50,419
	1.24000	1.32000	1.41000	1.45100	1.48400
7	\$43,488	\$46,376	\$49,604	\$50,996	\$52,118
	1.28000	1.36500	1.46000	1.50100	1.53400
8	\$44,847	\$47,905	\$51,302	\$52,695	\$53,816
	1.32000	1.41000	1.51000	1.55100	1.58400
9	\$46,206	\$49,434	\$53,001	\$54,394	\$55,515
	1.36000	1.45500	1.56000	1.60100	1.63400
10	\$47,565	\$50,963	\$54,700	\$56,059	\$57,214
	1.40000	1.50000	1.61000	1.65000	1.68400
11	\$48,924	\$52,491	\$56,399	\$57,758	\$58,913
	1.44000	1.54500	1.66000	1.70000	1.73400
12	\$50,283	\$54,020	\$58,097	\$59,456	\$60,611
	1.48000	1.59000	1.71000	1.75000	1.78400
15	\$51,642	\$55,549	\$59,796	\$61,155	\$62,310
	1.52000	1.63500	1.76000	1.80000	1.83400
18	\$52,322	\$57,078	\$61,495	\$62,854	\$64,009
	1.54000	1.68000	1.81000	1.85000	1.88400
21	\$54,360	\$58,607	\$63,194	\$64,553	\$65,708
	1.60000	1.72500	1.86000	1.90000	1.93400
24	\$55,719	\$60,136	\$64,892	\$66,251	\$67,406
	1.64000	1.77000	1.91000	1.95000	1.98400
27	\$57,078	\$61,665	\$66,591	\$67,950	\$69,105
	1.68000	1.81500	1.96000	2.00000	2.03400

APPENDIX A-3

**ALEXANDER LOCAL
SALARY SCHEDULE 2015-2016**

STEP	BA	BA+30 SEM	MA	MA+15 SEM	MA+30 SEM
0	\$34,655	\$36,388	\$38,467	\$39,853	\$40,893
	1.00000	1.05000	1.11000	1.15000	1.18000
1	\$36,041	\$37,947	\$40,200	\$41,621	\$42,764
	1.04000	1.09500	1.16000	1.20100	1.23400
2	\$37,427	\$39,507	\$41,933	\$43,353	\$44,497
	1.08000	1.14000	1.21000	1.25100	1.28400
3	\$38,814	\$41,066	\$43,665	\$45,086	\$46,230
	1.12000	1.18500	1.26000	1.30100	1.33400
4	\$40,200	\$42,626	\$45,398	\$46,819	\$47,963
	1.16000	1.23000	1.31000	1.35100	1.38400
5	\$41,586	\$44,185	\$47,131	\$48,552	\$49,695
	1.20000	1.27500	1.36000	1.40100	1.43400
6	\$42,972	\$45,745	\$48,864	\$50,284	\$51,428
	1.24000	1.32000	1.41000	1.45100	1.48400
7	\$44,358	\$47,304	\$50,596	\$52,017	\$53,161
	1.28000	1.36500	1.46000	1.50100	1.53400
8	\$45,745	\$48,864	\$52,329	\$53,750	\$54,894
	1.32000	1.41000	1.51000	1.55100	1.58400
9	\$47,131	\$50,423	\$54,062	\$55,483	\$56,626
	1.36000	1.45500	1.56000	1.60100	1.63400
10	\$48,517	\$51,983	\$55,795	\$57,181	\$58,359
	1.40000	1.50000	1.61000	1.65000	1.68400
11	\$49,903	\$53,542	\$57,527	\$58,914	\$60,092
	1.44000	1.54500	1.66000	1.70000	1.73400
12	\$51,289	\$55,101	\$59,260	\$60,646	\$61,825
	1.48000	1.59000	1.71000	1.75000	1.78400
15	\$52,676	\$56,661	\$60,993	\$62,379	\$63,557
	1.52000	1.63500	1.76000	1.80000	1.83400
18	\$53,369	\$58,220	\$62,726	\$64,112	\$65,290
	1.54000	1.68000	1.81000	1.85000	1.88400
21	\$55,448	\$59,780	\$64,458	\$65,845	\$67,023
	1.60000	1.72500	1.86000	1.90000	1.93400
24	\$56,834	\$61,339	\$66,191	\$67,577	\$68,756
	1.64000	1.77000	1.91000	1.95000	1.98400
27	\$58,220	\$62,899	\$67,924	\$69,310	\$70,488
	1.68000	1.81500	1.96000	2.00000	2.03400

APPENDIX B – SUPPLEMENTAL PAY SCHEDULES

Athletic

Category 1 (14%) *

Head Football
Head Boys Basketball
Head Girls Basketball

Category 2 (12%) *

Head Volleyball
Head Softball
Head Baseball
Head Track (B & G)
Head Boys Soccer
Head Girls Soccer
Head Wrestling

Category 3 (8%) *

JV Boys Basketball
JV Girls basketball
Assistant Football (ea)
Freshman Football
Assistant Track (B & G)
Head Cross Country
Asst. Varsity Basketball (B&G)
Asst. Varsity Baseball Coach
Asst. Varsity Soccer Coach (B&G)
Asst. Varsity Softball Coach
Asst. Varsity Volleyball Coach
Asst. Varsity Wrestling

Category 4 (7%) *

Freshman Basketball
Fall Cheerleader Advisor (3.5%)
Winter Cheerleader Advisor (3.5%)
8th Grade Basketball (ea.)
Head JH Football

Category 5 (5.5%) *

7th Grade Basketball (ea)
JV Softball
JV Baseball
JV Volleyball
Head Golf
JH Soccer (ea)
JV H.S. Soccer
JH Wrestling

Category 6 (3.5%) *

JH Volleyball
Asst. JH Volleyball
JH Cheerleader Coach
JV Cheerleader Coach
JH Track

Category 6 (3.5%) – Cont'd *

Asst. JH Football
Strength and Conditioning
Coach

Category 7 (2%)

Freshman Cheerleading Adv.

Academic

Category 1 (14%)

Chairperson, LPDC
(Official meetings – members requested to attend an official meeting called after school by the chairperson and approved by the Superintendent shall be paid \$18/hr.)

Category 2 (10%)

Entry Year/Mentoring Chair

Category 3 (8%)

Jr. Class Advisor
Yearbook Advisor
8th Grade Advisor

Category 4 (6%)

Sr. Class Advisor
Asst. Yearbook Advisor
Student Council Advisor
Asst. Jr. Class Advisor
Quiz Bowl Advisor
Chorus

Category 5 (5.5%)

Department Head
Grade Level Chair

Category 6 (4%)

Play Director
FCCLA
ES/JH Play/Musical Director
Mentoring
Asst. Band Instructor

Category 7 (3.5%)

Asst. Senior Class Advisor
Spartan Time
Industrial Arts Advisor
Mock Trial Advisor
Set Director

Category 7 (3.5%)-Cont'd

Science Olympiad (HS)
Science Olympiad JH
Science Olympiad ES

Category 8 (2%)

French Club Advisor
Spanish Club Advisor
National Honor Society
Math Club Advisor
JH Student Council
Art Club Advisor
Sophomore Class Advisor
Public Broadcasting Advisor
Elementary Yearbook Advisor
JH Yearbook Advisor
Power of the Pen Advisor
Model U.N. Advisor
Secretary , LPDC
Chess Club Advisor
Math Counts JH
Photography Club Advisor
Drama Club
After-Prom Advisor

Category 9 (hourly)

Detention Supervisor (\$18/hr.)
Saturday School Supervisor (\$18/hr.)
AM and PM duties (\$18/hr.)
Summer School (\$18/hr.)
Master Teacher Committee (\$18/hr)

Category 10 (per semester)

Additional Semester Class - \$2500
Summer School Class Development & Facilitator (\$2500)
Summer School Facilitator (\$800/class)
High School Ticket Taker - \$36/night
JH Ticket Taker - \$18/night

* (Head Coach Longevity- Each Sport's Varsity Head Coach will receive a 2% increase in their stipend after completing three (3) consecutive years in the supplemental position.

APPENDIX C -- BOARD POLICY -- FAMILY AND MEDICAL LEAVE

An employee who has worked for the District for at least 12 months is eligible for 12 work weeks of FMLA leave during a 12-month period, provided the employee worked at least 1,250 hours in the 12 months preceding the beginning of the leave.

Types of Leave

An eligible employee may take FMLA leave for:

1. the birth and first-year care of a child;
2. the adoption or foster placement of a child;
3. the serious illness of an employee's spouse, parent or child; or
4. the employee's own serious health condition that keeps the employee from performing the essential functions of his/her job.

An employee may elect, or the Board may require an employee, to use accrued paid vacation, personal or sick leave for purposes of a family leave. An employer cannot compel an employee to use accrued medical/sick leave in any situation for which the leave could not normally be used.

Spouses Employed by the District

If a husband and wife eligible for leave are employed by the District, their combined amount of leave for birth, adoption, foster care placement and parental illness may be limited to 12 weeks. An employee may not take FMLA leave to care for a parent-in-law.

Intermittent and Reduced Leave

Intermittent leave is leave taken in separate blocks of time due to a single illness or injury.

Reduced leave is a leave schedule that reduces the employee's usual number of hours per work week or hours per workday.

Intermittent or reduced leave is available only for the employee's own serious health condition or to care for a seriously ill spouse, child or parent. Such leave may not be used for the birth or adoption/placement of a child.

The employee who wishes to use intermittent or reduced leave must have the prior approval of the Board/designee. Although the Board/designee and employee may agree to an intermittent or reduced leave plan, the employee who uses family leave is not automatically entitled to use such leave on an intermittent or reduced leave schedule.

The Board may provide such leave for medical purposes, but the Superintendent may transfer the employee to a position which is equivalent, but more suitable for intermittent periods of leave. The employee must furnish the Board with the expected dates of the planned medical treatment and the duration of the treatment. The Superintendent must authorize such leave in writing.

Benefits

The Board maintains the employee's health coverage under the group health insurance plan during the period of FMLA leave. The employee should make arrangements with the Treasurer to pay the employee's share of health insurance (e.g. family coverage) prior to the beginning of the FMLA leave.

The employee will not lose any other employment benefit accrued prior to the date on which leave began but is not entitled to accrue seniority or employment benefits during the leave period. Employment benefits could include group life insurance, sick leave, annual leave, educational benefits and pensions.

Notice

When the FMLA leave is foreseeable, the employee must notify the Superintendent of his/her request for leave at least 30 days prior to the date when the leave is to begin. If the leave is not foreseeable, the employee must give notice as early as is practical. When the employee request medical leave, the employee must make reasonable attempts to schedule treatment so as not to disrupt the District's operations.

The Board may deny the leave if the employee does not meet the notice requirements.

Certification

The Board may require the employee to provide certification from a health care provider containing specific information required under the law if he/she requests a medical leave. If there is a question concerning the validity of such certification, a second and, if necessary, a third opinion can be required, both at the expense of the District.

Upon the employee's return to work, the Board requires that the employee present a fitness statement from the employee's health care provider certifying that the employee is able to return to work.

Restoration

When the employee returns from the leave, the Board restores the employee to the same or an equivalent position with equivalent benefits, pay, term and conditions of employment in accordance with Board policy.

Under certain circumstances, the Board may deny restoration to a key employee. The Board complies with the notice requirements of the FMLA in denying restoration. A key employee is one who is among the highest paid 10 percent of the employees and whose absence would cause the district to experience a substantial and grievous economic injury.

Instructional Employees

Special leave rules apply to instructional employees. Instructional employees are those employees whose principal function is to teach and instruct students in a small group, or in an individual setting.

This term includes teachers, athletic coaches, driving instructors and special education assistants such as signers for the hearing impaired. It does not include teacher assistants or aides who do not have as their principal job actual teaching or instructing, nor does it include auxiliary personnel such as counselors, psychologists or curriculum specialists. It also does not include cafeteria workers, maintenance workers or bus drivers.

Limitations apply to instructional employees who take intermittent or reduced leave. If the leave requested is:

1. to care for a family member or for the employee's own serious health condition;
2. foreseeable based on planned medical treatment and
3. such that the employee would be on leave for more than 20 percent of the total number of working days over the period the leave would extend.

The Board then may require the employee to choose either to:

1. take the leave for a period or periods of a particular duration, not greater than the planned treatment or
2. transfer temporarily to an available alternative position for which the employee is qualified, which has equivalent pay and benefits, and which better accommodates recurring periods of leave than does the employee's regular position.

Limitations also apply to instructional employees who take leave near the end of a semester. When an instructional employee begins leave more than five weeks before the end of a semester, the Board may require the employee to continue taking leave until the end of the semester if:

1. the leave will last at least three weeks and
2. the employee would return to work during the three-week period before the end of the semester.

When an instructional employee begins leave for a purpose other than the employee's own serious health condition during the five-week period before the end of a semester, the Board may require the employee to continue taking leave until the end of the semester if:

1. the leave will last more than two weeks and
2. the employee would return to work during the two-week period before the end of the semester.

When an instructional employee begins leave for a purpose other than the employee's own serious health condition during the three-week period before the end of a semester and the leave lasts more than five working days, the Board may require the employee to continue taking leave until the end of the semester.

Failure to Return

The Board is entitled to recover health care premiums paid during the leave if the employee fails to return from leave. Recovery cannot occur if the employee fails to return because of the continuation, recurrence or onset of a serious health condition or due to circumstances beyond the control of the employee.

(Approval date: February 18, 2003)

