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NEGOTIATED AGREEMENT

BLACK RIVER BOARD OF EDUCATION

AND

**BLACK RIVER TEACHERS
ASSOCIATION**

**Effective
June 30, 2013
Through
June 29, 2017**

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**ARTICLE I
RECOGNITION**

1.01 Bargaining Unit Defined

- 1.011 The Board of Education of the Black River School District (hereinafter referred to as the "Board") recognizes the Black River Teachers Association affiliated with the Ohio Education Association and the National Education Association OEA/NEA (hereinafter referred to as the "Association") as the sole and exclusive bargaining representative for all bargaining unit members defined in Section 1.012 below.
- 1.012 For purposes of this Agreement, the bargaining unit represented by the Association shall include all certified/licensed employees in the District including but not limited to any professional pupil services license/certificate employee (i.e. school psychologist, speech language pathologist, occupational therapist, physical therapist, etc.) employed by the District who spends or is reasonably expected to spend more than 50% of his/her time teaching or working with the students (which is defined to mean working in the direct physical presence of students, i.e. instruction, testing, observation, direct service, etc.) and any employee hired by the District as a school nurse who holds a certification or licensure through the Ohio Department of Education. Excluded from the bargaining unit are casual or day-to-day substitutes, the Superintendent, Treasurer, principals, administrative assistant, athletic director and/or other administrative staff having the authority to hire, promote, or discipline bargaining unit members.
- 1.013 Any change in the recognition of the exclusive bargaining agent for the bargaining unit members covered by this Agreement will be according to law.

**ARTICLE II
NEGOTIATIONS PROCEDURE**

2.01 Statement of Principles

- 2.011 It is recognized that sole authority to resolve any matter which may be a subject of negotiation is reposed in the Board. The function of the procedures established by this Article is to assure good faith negotiation.
- 2.012 "Good faith" negotiation, as provided for in this Article, includes, but not by way of limitation, reasonable positions on issues; an indicated willingness to reach an agreement thereon; sound considerations of fiscal, professional or administrative judgment in setting forth, evaluating or declining to agree to proposals; a search for counterproposals; and refraining from unexplained changes in position and from raising new and additional issues

calculated to avoid the reaching of an agreement; but does not compel either party to agree to a proposal or require the making of a concession. Representatives of the Board and the Association shall participate in negotiations freely without fear of penalty, sanction, reprisal, or recrimination. No penalty or sanction, nor threat nor implication thereof, shall attach to negotiation participation or to failure to reach agreement in the course of negotiations.

2.013 Unless otherwise indicated, for purposes of this Article, "days" shall mean calendar days.

2.02 Subjects of Negotiations

Representatives of the Board and the Association will negotiate in good faith with respect to wages, hours or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of the Agreement.

2.03 Requests for Negotiations

2.031 If either party desires to negotiate items which are proper subjects of negotiations, it shall notify the other party, in writing, not sooner than one hundred and twenty (120) days nor later than sixty (60) days prior to the expiration of this Agreement. Notification in writing from the Association shall be delivered to the Superintendent and from the Board shall be delivered to the Association President.

2.032 Within thirty (30) days after receipt of such notice an initial meeting will be held, unless the parties agree otherwise.

2.033 At the initial meeting each party will submit only items the party wishes to negotiate. The items shall be fully written proposals suitable for inclusion in the final Agreement and thereafter additional items shall not be submitted by either party unless consented thereto by the other party. Topical listing of items proposed for negotiation ("laundry lists") shall constitute failure of compliance with this requirement and may be disregarded.

2.04 Negotiations Meetings

2.041 Unless the parties agree otherwise, the Board and the Association shall be represented at all negotiations meetings by teams designed as follows:

- a. The Board team will have no more than six (6) members.
- b. The Association team will have no more than six (6) members.

- 2.042 Negotiation meetings shall be scheduled at the request of the parties, and until negotiations are concluded, either party may require at each meeting a decision on the date, time and place of a subsequent meeting.
- 2.043 Unless the parties agree otherwise, meetings shall not be scheduled during school hours and shall be at reasonable intervals, places and times to avoid, as nearly as is practicable, conflict and interference with school and employment schedules.
- 2.044 Negotiation meetings shall be closed to the press and the public.
- 2.045 Either party may recess for caucuses during negotiations.
- 2.046 Where unforeseen circumstances make it impossible for the chief negotiator of either team to be in attendance, or cause him/her to be late, it shall be the duty of that team to notify the other as promptly as possible and both parties shall thereupon agree to the time for the next negotiation session.

2.05 Assistance and Study Committees

- 2.051 Upon mutual agreement of the parties, professional or lay consultants and/or other individuals with expertise or specific knowledge may be invited to address an issue or issues under consideration at negotiations. The expense of securing the attendance of such individuals shall be borne by the party requesting same. Such individuals may be questioned during negotiating sessions by either party.
- 2.052 The parties may appoint joint committees, ad hoc or standing, to study and develop recommendations on matters under consideration. Committee findings shall be reported to both parties within the time limit specified by the parties when the parties set up the committee.

2.06 Information

The parties agree to furnish, upon written request and in a reasonable time, available information concerning the financial status of the District and other available information that will assist the parties in the development and evaluation of proposals. Neither party is required to furnish information made privileged by law. Access to available information in such forms as it may exist constitutes compliance with this provision. Neither party is obligated to develop data or information not in existence or to re-work, re-draft, summarize, compute or otherwise develop data or information in other than its existing form.

2.07 Progress Reports

Periodic progress reports may be issued during negotiations to the public prior to Disagreement (Section 2.09) only if such release has the prior approval of both parties.

2.08 Agreement

2.081 Tentative agreement on negotiated items shall be reduced to writing and initialed by the representatives of each party, which constitutes tentative agreement and is not subject to further negotiations unless the final tentative agreement is refused by the Association or Board at the time of ratification.

2.082 Final agreement reached through negotiation shall be reduced to writing and submitted to the Association and the Board for approval. Unless the parties agree otherwise, the Association shall take action on the tentative agreement within fifteen (15) days and the Board shall act upon the tentative agreement within fifteen (15) days following approval by the Association. When approved by both parties, the agreement shall be signed on behalf of the parties.

2.09 Disagreement

If agreement is not reached within sixty (60) calendar days after the date of the first negotiating session scheduled per Section 2.032, either party may request the assistance of a mediator from the Federal Mediation and Conciliation Service. The cost of mediation, if any, shall be equally shared by the Association and the Board. Mediation shall continue until a settlement is reached or the expiration of the Agreement, whichever is sooner, and if the parties mutually agree it may continue thereafter. The recommendation of the mediator shall not be binding upon the parties.

2.10 Exclusivity of Procedure

The negotiations procedure set forth in this Article supersedes and takes precedence over any inconsistent time limits or procedures set forth in Section 4117.14 of the Ohio Revised Code. Mediation, as set forth in Section 2.09, constitutes the parties' mutually agreed upon exclusive dispute settlement procedure and shall operate in lieu of any and all of the settlement procedures set forth in Section 4117.14 of the Ohio Revised Code. In the event mediation does not result in an agreement by the expiration date of this Agreement (or such subsequent date as the parties may mutually agree upon), Section 4117.14 (D) (2) of the Ohio Revised Code will apply.

**ARTICLE III
COMPENSATION AND PAYROLL PRACTICES**

3.01 Salary Schedule

The salaries of all bargaining unit members covered by this Agreement are set forth in Appendix A and shall reflect the following increases:

Effective January 1, 2015, there shall be a 1% increase to the base salary.

Effective July 1, 2015, there shall be a 1% increase to the base salary.

Effective July 1, 2016, there shall be a 1% increase to the base salary.

Effective July 1, 2015, a bargaining unit member eligible for a step increase, shall be paid at one step level higher than he/she was on as of June 30, 2015.

Effective July 1, 2016, a bargaining unit member eligible for a step increase, shall be paid at one step level higher than he/she was on as of June 30, 2016.

There are no "make-up" steps during the term of this Contract.

The Association and Board agree that if this final tentative agreement is ratified by the teachers' union on or before December 18, 2014, each bargaining unit member will receive a one-time signing bonus of \$500, which shall not be added to the base salary. The signing bonus will be paid by the District no later than January 16, 2015. The signing bonus is contingent on ratification by the Union by December 18, 2014.

3.02 Placement on the Salary Schedule

Placement on the salary schedule shall be accomplished in accordance with the following statement:

- a. Upon initial employment a bargaining unit member shall be granted not more than fifteen (15) years of experience credit.
- b. All years of teaching service in the District, regardless of training level, with each year consisting of at least one hundred twenty (120) days under a certified/licensed contract.
- c. All years of teaching service in a public school chartered by the State of Ohio to a maximum of ten (10) years, with each year consisting of at least one hundred twenty (120) days under a certified/licensed contract.
- d. All years of teaching service in a nonpublic school chartered by the State of Ohio to a maximum of five (5) years, with each year consisting of at least one hundred twenty (120) days under a certified/licensed contract.

- e. All years of active military service in the Armed Forces of the United States, to a maximum of five (5) years. A partial year of active military service consisting of at least eight (8) continuous months shall be counted as a full year.
- f. An advancement on the academic training columns of the salary schedule shall not be effective until such time as the Treasurer receives written verification with attached supporting documentation from the bargaining unit member of advancement. Such verification shall include a signed letter from the member indicating the desired advancement and transcripts and/or a photocopy of an advanced degree supporting the desired request. Credit hours earned subsequent to the receipt of a Bachelor's Degree will be applied once each year by the Treasurer only under the following conditions:
 - 1. The course was successfully completed and written notice of same requesting appropriate placement on the salary schedule was provided to the Treasurer within fifteen (15) days of the beginning of each school year.
 - 2. A transcript confirming the above grade and completion information is provided to the Treasurer as soon as it is available, but no later than September 30th or January 31st. Failure to provide such transcript in a timely fashion will result in a salary adjustment back to the original placement and consideration for eligibility for advancement being postponed until the following semester.
- g. The following conditions must be met to qualify for advancement to the MA+15 or MA+30 salary columns: 1) Hours must be earned after Masters Degree has been conferred; 2) Hours must be graduate hours in courses related to the field of Education; and, 3) Hours must be semester hours or equivalent.

3.03 Payment Schedule

- 3.031 Each bargaining unit member shall be paid in twenty-six (26) biweekly installments, through direct deposit, per year. In years when the calendar would otherwise result in twenty-seven (27) pay periods, the first pay period of the contract year (early September) will result in the pay distribution being one week later than usual. Advanced notification will be provided to bargaining unit members prior to the "skip pay" year. All payroll will be done on a direct deposit basis.
- 3.032 a. In the event an individual teaching contract is terminated by either party during the school year, the bargaining unit member shall be

paid for the number of days actually worked (including all approved leaves). Payment, in full, will be made within thirty (30) days following his/her last day of service, provided that all reports, grades and permanent records have been satisfactorily completed and all Board-owned equipment and/or supplies returned.

- b. In the event the individual teaching contract is terminated or not renewed by either party at the end of the school year, the total sum due the member shall be paid at the next scheduled pay day following the close of school, if the member requests in writing. Members who do not elect lump sum final pay will stay on the normal payroll schedule and be covered by Board insurance through the summer. Members who do elect lump sum pay will not receive fringe benefits at Board expense after their final paycheck.

3.04 Payroll Deductions

In addition to deductions required by law for local, state and federal taxes and the State Teachers Retirement System, a bargaining unit member, upon compliance with the procedure specified below, may request the following voluntary payroll deductions. If for any reason, the School Board fails to make a deduction for any member, the deductions will be made on the member's next pay.

3.041 Tax Sheltered Annuities

- a. Upon submission of written authorization to the Treasurer a bargaining unit member may authorize deductions for a Section 403(b) and/or Section 457(b) tax sheltered annuity program. The authorization must be in the hands of the Treasurer at least thirty (30) days prior to the first deduction. Such authorization may be revoked in a manner consistent with the terms of the program.
- b. The Board shall forward, by the tenth (10th) of the following month, to the annuity carrier all monies withheld from the member for the purpose of income reduction.
- c. Companies wishing to have their name added to the list must have at least six (6) employees on their programs and have to furnish all appropriate documents, licenses, and instruments to be sold to employees. Companies must be approved by the Black River Treasurer before the annuity process can take place.
- d. The annuity company must furnish MEA (maximum exclusion allowance) documents annually for each employee and/or at every change. This process must be approved by the Treasurer prior to initial or changed deductions. Bargaining unit members with

existing annuities are responsible for providing the Treasurer with an MEA calculation no later than the second pay period of the school year. Failure to comply with this provision will automatically terminate any further contributions until such time that the MEA is received.

- e. Bargaining unit members (through their annuity company), who participate in tax-sheltered annuity withholding, will indemnify and hold the Board harmless for any claims arising out of such participation.

3.042 Professional Dues

- a. The Association Treasurer must submit, to the Board Treasurer, a list of members wishing to have their professional dues deducted, along with the amounts to be deducted each pay. The authorization must be in the hands of the Treasurer at least thirty (30) days prior to the first deduction.
- b. Deductions shall be made in equal amounts from each of the pays for the period October through May.
- c. Amounts so collected shall be forwarded by the Board Treasurer to the Treasurer of the Association within ten (10) days of the last pay of each month.
- d. Dues deduction shall be continuous unless cancellation is made in writing to the Treasurer of the Association and Board Treasurer during the month of September each year.

3.043 Other

- a. Upon submission of written authorization to the Treasurer a bargaining unit member may authorize deductions for the following programs: (1) Heart and Cancer, (2) Additional group life coverage as provided in 5.03, (3) Annuity, (4) OEA Fund for Children and Public Education (FCPE), (5) Black River Endowment Fund, and (6) the United Way.
- b. The authorization must be in the hands of the Treasurer at least thirty (30) days prior to the first deduction. Such authorization may be revoked in a manner consistent with the terms of the insurance program.
- c. The Board shall forward by the tenth (10th) of the following month, to the insurance carrier(s), all monies withheld, and/or FCPE. There must be at least six (6) employees requesting such deductions.

3.044 City Tax

Written documentation must be supplied to the Treasurer to withhold city income tax upon employment or move to municipality where taxes are collected through income.

3.045 STRS Service Credit Buy-Back by Payroll Deduction

The Board will make available payroll deduction for bargaining unit member buy-back of qualifying STRS credit in compliance with Section 3307.281 of the Ohio Revised Code, STRS rules, and IRS requirements. All bargaining unit members who wish to purchase or restore credit through payroll deduction must do so pursuant to this Section of the Agreement. The deduction shall occur from the first pay in each month in an amount designated in writing by the member and filed with the Treasurer. All such deductions shall be accounted for as "after tax" contributions.

3.046 Section 125 Deductions

For members participating in the District Health Insurance program, flexible spending and/or dependent care accounts through the Section 125 Plan, deductions will be made through payroll.

3.05 Severance Pay

- 3.051 A bargaining unit member with ten (10) or more years of service with the District who resigns for purposes of retirement to the State Teachers Retirement System (STRS) shall receive severance pay.
- 3.052 No such severance payment shall be made until the Board receives notice that the bargaining unit member has actually accepted service retirement benefits from the State Teachers Retirement System (STRS).
- 3.053 Such payment shall be made in equal installments in September of the year of retirement and in September of the following year.
- 3.054 Severance pay will be based upon the daily rate of pay as determined from the bargaining unit member's basic teaching contract, exclusive of all supplemental contracts and allowances, last in effect prior to the termination of employment.
- 3.055 The bargaining unit member eligible for severance pay will be compensated at his/her daily rate of pay, as determined in Section 3.054 above, for one quarter (1/4) of all days of accumulated sick leave not to exceed eighty (80) days.

- 3.056 Payment, as described in Section 3.055 above, shall eliminate all sick leave credit accrued by the bargaining unit member at that time.
- 3.057 Such payment shall be made only once to any bargaining unit member.
- 3.058 Payment shall be made to the life insurance beneficiary if the bargaining unit member should die while actively employed by the Board.
- 3.059 Upon notification from the Treasurer that the establishment of an appropriate tax sheltering mechanism for severance payments has been finalized, a bargaining unit member shall have the option of sheltering all or a portion of his/her severance payment in a 403(b) annuity, 457(b) annuity or both. Reasonable administrative costs incurred by the Board in providing such tax sheltering mechanisms will be assumed by bargaining unit members participating.

3.06 Travel Compensation

The rate of reimbursement for mileage shall be the IRS rate in effect at the time of the travel.

3.07 Substituting During Planning Period

- 3.071 A bargaining unit member may be asked to supervise classes and/or students other than his/her normally assigned duties, only when it is impossible or impractical to employ a qualified substitute.
- 3.072 A bargaining unit member shall be asked to supervise classes and/or students pursuant to Section 3.071 during his/her preparation time provided in Section 9.04.
- 3.073 Bargaining unit members will be asked to place their name on a list, volunteering their services for such substituting. This list will be made in the first ten (10) days of a school year.

If a qualified substitute and/or a person from the volunteer list are not available and a substitute is still needed, then a member may be asked to supervise classes and/or students during his/her planning period.

A bargaining unit member who supervises classes and/or students pursuant to the above shall be compensated at the rate of pay of Twenty-eight dollars (\$28.00) per hour or Seven Dollars (\$7.00) per quarter hour. If a bargaining unit member teaches in a co-teaching situation and their co-teacher is absent, then the member shall receive substitution pay of fifteen dollars (\$15.00) per hour (pre-K through grade 5) or per period (grades 6-12) to a maximum of forty-five dollars (\$45.00) per

day. Twenty-eight dollars (\$28.00) per hour will be paid for summer school and detention (school).

3.074 Payment of compensation earned under Section 3.07 shall be made through normal payroll, upon timely submission of substitute time information.

3.08 State Teachers Retirement System (STRS) Pick-Up

3.081 The total annual salary of each bargaining unit member shall be payable by the Board in two (2) parts:

- a. cash salary and
- b. deferred salary (through the salary restatement method of picking-up the employee contribution to STRS).

3.082 A bargaining unit member's deferred salary shall equal the amount of the member's contribution to STRS required by law and shall be paid by the Board to STRS on behalf of the member as a pick-up (by means of the salary restatement method) of the member's contribution otherwise payable by the member.

3.083 A bargaining unit member's annual cash salary shall be equal to the member's total contracted annual salary less the member's deferred salary, and shall be payable subject to applicable payroll deductions to the member. The Board's total combined expenditure for total annual salary of all bargaining unit members (including deferred salary amounts) and its employer contributions to STRS shall not be greater than the amounts it would have paid for those items had this section of the Agreement not been in effect.

3.084 The Board shall compute and remit its employer contributions to STRS based upon a bargaining unit member's total annual salary including the deferred salary. The Board shall report for federal and Ohio income tax purposes as a member's gross income the total annual salary less the amount of the member's deferred salary. The Board shall report for municipal income tax purposes as a member's gross income the member's total annual salary including the amount of the member's deferred salary. The Board shall compute income tax withholding based upon gross income as reported to the respective tax authorities.

3.085 A bargaining unit member's deferred salary shall be included in the member's total annual salary for the purpose of computing daily rate of pay for determining any particular salary adjustment to be made due to absence or for any other purpose.

3.09 National Board Certification

Bargaining unit members who attain National Board Certification (National Board for Professional Teaching Standards) shall receive a one (1)-time stipend of one-thousand (\$1,000) dollars, in addition to any verified application fees paid by the bargaining unit member, upon proof of completion and certification.

3.10 License/Certificate Renewal and BCI/FBI Check

The Board will encumber an amount equal to \$50.00 per bargaining unit member per year to be used for the payment of license/certificate renewal and/or BCI/FBI background checks. Members will be reimbursed from the balance of their individual accounts upon presentation to the Treasurer's office of evidence of payment for these items.

ARTICLE IV INDIVIDUAL CONTRACTS

4.01 Written Contracts

4.011 The Board shall, when employing and reemploying a bargaining unit member, enter into a written teaching contract with said individual. Thereafter, pursuant to Section 3319.12 of the Ohio Revised Code, a salary notice will be issued annually to each bargaining unit member containing the following:

- a. Notice of a continuing or limited contract. Limited contracts must specify length;
- b. The number of work days in the school year;
- c. The applicable step and column of the salary schedule; and
- d. The annual salary and the per diem pay of the member.

4.012 Contracts must be signed and returned to the Treasurer within fifteen (15) days of the stated issuance date or payment will be thereafter withheld until such time as a signed contract is returned.

4.02 Limited Teaching Contract

4.021 The first limited teaching contract shall be for a term of one (1) year. One year shall be defined as at least one hundred twenty (120) days of teaching.

- 4.022 The sequence for future contracts shall be: a one (1) year contract followed by a series of two (2) year contracts until eligibility for a continuing contract is achieved.
- 4.023 A deviation from the sequence above must be accompanied by at least two (2) consecutive evaluations containing less than satisfactory marks. The deviation will not be considered unless the recommendations listed in the Performance Improvement Plan have not been satisfactorily improved by the bargaining unit member.

4.03 Continuing Teaching Contract/Extended Limited Contract

- 4.031 A continuing contract shall be issued to bargaining unit members pursuant to sections 3319.08, 3319.09, and 3319.11 of the Ohio Revised Code. To be considered for a continuing contract, a member shall submit a letter of intent and all subsequent necessary documents by October 15 to the Superintendent that the member may qualify for continuing contract status for the ensuing school year. A member not meeting these time limits or requirements will not be considered for a continuing contract for the ensuing school year.

In order to be eligible for the granting of a continuing contract, the bargaining unit member must have on file with the Board by March 20th of the year of tenure eligibility either:

- a. A Professional, Permanent or Life teacher's certificate issued upon application submitted to the State Board of Education prior to September 1, 1998, or renewed or upgraded subsequent to September 1, 1998 in accordance with Ohio Revised Code 3319.22; or
- b. A Professional Educator's License issued after October 29, 1996 and proof of either of the following:
 1. If a master's degree was not held at the time of initially receiving a teaching certificate or an educator's license, thirty (30) semester hours of course work in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license; or
 2. If a master's degree was held at the time of initially receiving a teaching certificate or an educator's license, six (6) semester hours of graduate course work in the area of licensure or in an area related to the teaching field since the initial issuance of the teaching certificate or license.
 3. A teacher holding a senior professional educator license or a

lead professional educator license issued under the act's license provisions.

- c. For bargaining unit members initially licensed after January 1, 2011, continuing contract eligibility is met if the teacher:
 - 1. Holds a professional, senior professional or lead professional license;
 - 2. Has held an educator's license for at least seven (7) years; and
 - 3. Has completed either of the following:
 - a. If the bargaining unit member did not hold a master's degree at the time of initially receiving an educator license, thirty (30) semester hours of coursework in the areas of licensure or in an area related to the teaching field since the initial issuance of that license, as specified in rules which the state board shall adopt;
 - b. If the bargaining unit member held a master's degree at the time of initially receiving an educator license, six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of that license, as specified in rules which the state board shall adopt.
- d. If continuing contract status was obtained previously in another Ohio public school district, the member will be granted a continuing contract by the Board if re-employed after two (2) full years of service with the District (i.e. on the first day of employment of the third year with the District.)

4.032 Continuing contracts will be granted to those bargaining unit members who meet all legal requirements and who are recommended by the Superintendent and approved by the Board.

4.033 If, at the time of determining whether to award continuing contracts to eligible bargaining unit members, the Board is considering whether to implement a reduction in force (except for a reduction based on a member's return from a leave of absence), the Board will act on members eligible for continuing contracts before suspending contracts as a part of the reduction in force.

4.034 If a bargaining unit member is eligible for a continuing contract, and has not previously attained continuing contract status elsewhere, the Superintendent

may recommend that the Board reemploy the member pursuant to an extended limited contract for a term not to exceed two years. If the Superintendent intends to make such a recommendation to the Board, he/she will notify the member and the Association President in writing of same at least ten (10) days prior to the Board meeting at which the recommendation will be considered. If the Board accepts the Superintendent's recommendation, the bargaining unit member will be notified of same by June 1. In addition, prior to the end of the school year the Superintendent will provide the member with a plan of improvement that sets forth the reasons why he/she recommended an extended limited contract and suggestions directed at the member's professional improvement. If the Board rejects the Superintendent's recommendation for an extended limited contract, the member will be considered non-renewed at the expiration of his/her current contract, provided the member receives notice of the Board's action by June 1. Upon subsequent reemployment of the bargaining unit member on an extended limited contract, only a continuing contract may be entered into. This provision expressly supersedes and replaces the procedures contained in O.R.C. 3319.11 concerning the issuance of an extended limited contract.

4.04 Supplemental Contract

A supplemental contract, shall be issued for the amounts listed in Appendix B. Such supplemental contract shall be limited to a duration of no longer than one (1) year and is not subject to the provisions listed in Ohio Revised Code 3319.08.

4.041 All non-athletic supplemental contracts shall be offered first to qualified certificated/licensed bargaining unit members and then to other individuals when no qualified certificated/licensed staff bargaining unit member is selected for the position. A certificated/licensed bargaining unit member shall be deemed "qualified" if s/he has an interest, background or prior successful experience in the same or similar areas as determined by the Administration. Such determination shall not be arbitrary, capricious or unreasonable.

Notwithstanding the above, individuals may be selected by the Board to fill athletic supplemental positions based upon its determination of the best qualified individual from among all applicants whether from within or without the bargaining unit and regardless of whether such individual is certificated or licensed with first consideration given to qualified bargaining unit members. An applicant shall be deemed "qualified" if s/he has prior successful coaching experience in the same or related athletic area. In making such determination, the Athletic Director will consider coaching evaluations and other information relevant to the athletic program involved. The determinations of the Athletic Director shall not be arbitrary, capricious or unreasonable.

Head coaches will be selected first. Thereafter, interested applicants for particular sports will apply for the position of assistant coach in that sport. Successful applicants for these coaching positions will then be identified (i.e., "Assistant Varsity Football," "Middle School Basketball," etc.) and assigned to a position by the Athletic Director in collaboration with the head coach for that sport.

Nothing herein shall permit the Board to employ the services of individuals who do not meet the appropriate qualifications and/or regulations established by the state to coach an athletic team. To the extent that it conflicts with Ohio Revised Code Section 3313.53, this provision shall supersede and replace same.

4.042 Varsity level coaches (head and assistant) will be permitted one (1) day of professional leave per year in order to attend an administratively approved clinic or workshop, which would provide professional growth for such coach. Additional attendance at clinics or workshops must be done through use of personal days (see Section 6.02). Head coaches, assistant coaches or advisors whose teams qualify for state related contests will be granted professional leave when such contest prevents them from performing their regularly assigned duties. Attendance at state contests when a District team (participant) is not participating must be done through the personal leave provision (see Section 6.02).

4.043 The supplemental contract(s) will be paid on the following schedule:

4.0431 Unless otherwise designated by the bargaining unit member, the withholding rate for athletic supplemental contracts will be at the 25% rate in conformance with the IRC. A financial breakdown of the supplemental pay will be provided upon request to the Treasurer's office. All seasonal supplemental contracts will be paid out in equal payments through payroll according to the schedule below:

- a. Fall season will be paid on the first pay in October, November, and December;
- b. Winter season will be paid on the first pay in January, February, and March;
- c. Spring season will be paid on the pay in April, May, and June.

4.0432 Full year supplemental contracts will be paid in twenty-six (26) pays as per current practices for those receiving in excess of Six Hundred Dollars (\$600.00). Those receiving Six Hundred

Dollars (\$600.00) or less will be paid on the second pay in June.

- 4.044 All supplemental positions shall be reviewed and evaluated annually by the Superintendent and/or his or her designee to determine whether factors such as sufficient student interest justify continuation of the program or sport. Continuation of all supplemental positions will be at the discretion of the Superintendent as well as the Board's approval of his/her recommendation.
- 4.045 A bargaining unit member who fails to fulfill or substantially complete his/her duties under a supplemental contract by reason of resignation, thereby necessitating the Board to hire a replacement, shall be paid on a prorated basis for that part of the season or activity during which s/he fulfilled the duties. The prorated amount will be determined based upon the number of days required for the particular activity (i.e., for athletic activities, the schedule set by the OHSAA; for "club" activities, the school calendar year, etc.)

4.05 Previous Employment Record

Prior to employment and placement on the salary schedule, each prospective employee must complete and submit an Employee Assurance of Previous Employment Record (see Appendix I).

ARTICLE V INSURANCE PROVISIONS

5.01 Insurance

In order to be eligible for insurance, an employee must be contracted for at least 25 hours per week. Eligible members may choose single or family coverage; however, in cases where the husband and wife are employed in the district, they are limited to one (1) family policy.

The member's share of the premium shall be payroll deducted in the first two pays of the month.

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

Coverage: See Plan Booklet for COG adopted coverage information

Medical

- A. The Board will pay 90% of the premium and the employee will pay 10%.

B. Stark County Schools Council

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

C. Preferred Provider - Doctors/Hospitals

1. The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services shall be provided through the Stark County Council of Governments (COG) Health Insurance Program. Anyone, as of August 1, 2009, who has the traditional Mutual Health Program instead of the PPO, may continue such participation.
2. The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be mutually determined by the representative of the COG and the Stark County OEA office representative.

D. Preferred Provider - Prescription Drugs

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

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

Life Insurance

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

Bargaining unit members may purchase additional term life insurance at the group rate, in \$5,000 increments, up to a maximum of \$60,000 coverage in addition to Board paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier. The value of the life insurance reduces by 50% at age 65. The specific terms of the policy are contained in the life insurance contract.

Dental Insurance

The Board shall provide dental coverage and pay 90% of the premium.

SECTION 125 TAX SHELTER

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

All COG employers must offer the IRS Section 125 tax shelter provided through the COG. If an employee elects to utilize any of the IRS 125 benefits, the administrative cost shall be shared equally between the employee and the employer.

PREMIUM HOLIDAYS: If the employer receives a premium holiday(s), the employees shall not be required to pay their portion of the premium(s) for the holiday month(s).

SPOUSAL COVERAGE: Any new Participants to the COG, after June 30, 2015, with working spouses who have the ability to be covered under an insurance plan through his/her place of employment, will be required to take his/her plan as their primary plan. This provision does not apply to a participant who had insurance with one COG employer and immediately thereafter, moved to another COG employer. If the spouse is required to pay forty (40%) percent or more of the premium with his/her employer, the requirements of this section shall not apply.

SAME SEX MARRIAGE: If state law recognizes same-sex marriage, the COG plan specifications will be modified to include those individuals.

Medical Information: Medical and other insurance related information shall be kept confidential to the extent possible and necessary to the extent required by law.

**ARTICLE VI
LEAVES**

6.01 Sick Leave

- 6.011 A bargaining unit member shall earn or accrue sick leave in accordance with Section 3319.141 of the Ohio Revised Code.
- 6.012 Each bargaining unit member shall be allowed to accumulate up to a maximum of three hundred forty five (345) days.
- 6.013 Each bargaining unit member shall be advanced five (5) days of sick leave, in accordance with Sections 3319.08 and 3319.141 of the Ohio Revised Code, if accumulated sick leave is exhausted or said member has not accumulated sufficient sick leave. A member shall be granted advancement only after indebtedness of the previous advancement has been repaid. Any advance shall be deducted from future accumulations or deducted from the member's final check if the member is no longer with the District and has not accumulated enough for the pay back. Nothing herein shall be considered to create an expectation that unpaid leave will be granted to any member who has exhausted all sick leave and advancements nor is the Board in any way limited in taking appropriate disciplinary action, up to and including termination, for any unauthorized absence without approved leave.
- 6.014 Sick leave for a bargaining unit member employed on other than a full-time basis shall be credited and deducted at the proportionate rate set forth in his/her individual contract of employment.
- 6.015 As specified in Section 3319.141 of the Ohio Revised Code, sick leave with pay may be used for the following reasons:
- a. For absence of a bargaining unit member due to personal illness, pregnancy,* injury, exposure to contagious disease which could be communicated to others; *(Pregnancy is an allowable cause for a bargaining unit member to use sick leave with the length of time after delivery to be determined by the doctor in a statement to the Board); and/or
 - b. For absence of a bargaining unit member due to illness, or injury in the member's immediate family.
 - c. Certified/licensed staff members on sick leave or reasonably expected to be on sick leave for a duration of five (5) or more consecutive days must, upon request, provide the Board with medical verification and information concerning the prospects of

a return to work and will consent to a release for such purpose upon request.

- 6.016 Up to five (5) days not necessarily concurrent paid leave shall be granted for the purpose of handling the business and adjustment responsibility when adopting a child. Such leave shall be charged to sick leave.
- 6.017 The "immediate family" shall be defined as: father, mother, brother, sister, spouse, son, daughter, grandmother, grandfather, legal guardian, foster or step-parents, foster or step-children, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandson, and granddaughter or any person living in the home of the member.
- 6.018 Bargaining unit members shall receive notification of accumulated sick leave to date with each pay; however, to obtain the accurate and up to date accumulation, members should contact the Treasurer's office.

6.02 Personal Leave

- 6.021 It is the intent of this section to provide a bargaining unit member with a means of dealing with urgent and unavoidable personal matters that cannot be handled except during school hours.
- 6.022 A bargaining unit member shall be entitled to three (3) days of paid personal leave each year during his/her employment period.

The leave shall be granted:

- a. Without loss of pay and other benefits.
- b. In increments of full day, half day or quarter day only.
- c. With no deduction from sick leave.
- d. If requested five (5) days [one hundred twenty (120) hours] in advance. (If requested less than five (5) days in advance, leave will be subject to the availability of a qualified substitute).
- e. Provided no more than five (5) members of the bargaining unit of any one (1) building nor more than seven (7) members of the bargaining unit in the District take such leave on any one (1) day.
- f. Provided they are not days chargeable to sick leave.
- g. Provided they are not days immediately preceding or following a scheduled break or holiday.
- h. Provided they are not taken on waiver days or other days set aside for professional development.
- i. Provided they are not taken during the first two (2) weeks of student attendance or after May 20.
- j. In the event of an emergency, Sections 6.022 d,e,g,h and i above are not applicable.

6.023 All unused personal leave days shall convert to sick leave as of July 1.

6.024 Notice of Intent to Use Leave

Notice of intent to use personal leave shall be provided by the bargaining unit member completing and delivering to his/her immediate supervisor the prescribed form Appendix C at least five (5) days or one hundred twenty (120) hours in advance of the anticipated absence. The Superintendent will advise the member of approval or disapproval within forty-eight (48) hours of his/her receipt of the request. However, in the case of an emergency, notice to the immediate supervisor shall be made as far in advance of the absence as is possible in order that proper arrangements for handling the duties of the member can be made. Bargaining unit members requesting emergency personal leave must provide information relating to such request by utilizing the appropriate form (Appendix D). If circumstances make advance notice impossible, the member shall notify the immediate supervisor of his/her intent to use personal leave as soon as practicable and file the form Appendix D on the day of his/her return to work.

6.025 Incentive for Attendance

At the end of each grading period bargaining unit members who did not utilize any sick or personal leave shall receive an attendance incentive in the amount of one hundred twenty five (\$125.00) payable through regular payroll following verification by the Treasurer.

6.03 Bereavement Leave

A bargaining unit member shall be entitled to five (5) paid days of bereavement leave annually to attend the funeral and deal with administrative details for the death of any member of the immediate family as defined in 6.017. This leave shall not be deducted from the member's accumulated sick leave.

6.04 Parental Leave/Adoption Leave

6.041 A bargaining unit member shall, from the date of birth of a child or adoption be entitled to a leave of absence. Such leave shall be unpaid.

6.042 Except in cases of a premature birth or other medical condition as documented by a physician, the member shall give the Superintendent at least thirty (30) calendar days, prior to the anticipated date of birth, notice of intent to use such leave. Such statement of intent as to starting date and length shall be binding on the bargaining unit member. Return from Parental/Adoption leave shall coincide with the beginning of a semester.

- 6.043 The bargaining unit member may use parental leave for the remainder of the school year in which the child is born or adopted and have the right to return to the original teaching position the following school year, or if it is no longer in existence, to another position for which he/she is certified/licensed. A member may request an additional school year of leave but will have the right to a position only if one for which he/she is certified/licensed is open. Under no circumstances will such leave be granted for a time period exceeding twenty-four (24) months. This leave provision shall not interfere with the right of the member to use accumulated sick leave for pregnancy (see Section 6.015) including the right to combine sick leave and parental is so noted in the notice of intent to use leave.
- 6.044 Early return from a parental leave may be requested in writing; however, the decision to permit an early return is within the discretion of the Superintendent.
- 6.045 The Board and BRTA agree that all eligible bargaining unit members will be covered by the Family Medical Leave Act, if applicable.
- 6.046 A bargaining unit member on parental leave may continue to participate in the insurance coverage(s) provided by this Agreement by payment of the premium otherwise payable by the Board at the beginning of each month at the office of the Treasurer.
- 6.047 Any member desiring reinstatement for the succeeding school year must notify the Superintendent of this intent to return no later than April 1st. Bargaining unit members providing such notification will be reinstated at the beginning of the next succeeding school year unless an additional year of leave has been granted as set forth in Section 6.04, above. "Reinstatement", as used in this provision, shall mean reinstatement to the same position with the same contractual status which the bargaining unit member held prior to the leave, as long as such position exists. If such position no longer exists, the bargaining unit member will be returned to a position for which she is certified/licensed.
- 6.048 Time spent on parental leave will not be charged against any other leave provision, except FMLA where applicable.

6.05 Professional Leave

- 6.051 Bargaining unit members may be excused from the performance of their duties to attend professional meetings which will increase their competence in an area related to the performance of their teaching duties.

- 6.052 Requests must be filed in writing (form provided) and approved by the building principal before being forwarded to the Superintendent.
- a. Requests must be filed at least ten (10) working days prior to the meeting. The Superintendent may, in his/her decision, waive this requirement.
 - b. The request must be accompanied by any pertinent information.
- 6.053 Determination of appropriateness and authority to grant permission for attendance at such meetings will rest with the Superintendent.
- 6.054 The bargaining unit member shall file a written report with the Superintendent and oral reports to groups likely to benefit.
- 6.055 The bargaining unit member will receive full pay and the Board will provide the substitute.
- 6.056 Professional leave time will not be charged to sick leave, personal leave or any other leave provision.
- 6.057 Bargaining unit members shall be reimbursed up to One Hundred Fifty Dollars (\$150.00) for documented registration fees and expenses (including mileage/travel) when the member requests and receives approval for professional leave.
- 6.058 The Board shall pay all fees and expenses (including mileage/travel) when a bargaining unit member attends professional meetings at the request of the District.
- 6.059 If determined by the Superintendent that adequate substitute teacher(s) are not available, professional leave will not be granted (a member would be reimbursed for any out-of-pocket expenses should the professional leave be denied for such purposes).

6.06 Special Education-Professional Leave

Special Education personnel as defined on EMIS reports who are responsible for writing Individual Education Plans (IEPs) as assigned by the building principal(s) shall be given one (1) day of professional leave and may request up to a maximum of two (2) days of professional leave (with access to a computer) to formulate/write the "springtime" (for the subsequent school year's) IEPs and up to two (2) additional days of professional leave to hold IEP meetings for the same during the regularly scheduled school day. All time spent on approved special education-professional leave must be on school grounds.

6.07 Sabbatical Leave

6.071 Right to Leave

Upon presentation to the Superintendent of a satisfactory plan for professional growth, as subsequently described, sabbatical leave may be granted to an eligible bargaining unit member, for a period of not longer than one (1) school year.

6.072 Eligible for Leave

In order to be eligible for sabbatical leave, a member must have taught for five (5) consecutive school years in the District.

6.073 Rights While On Leave

- a. A member on sabbatical leave shall be paid in accordance with Section 3319.131 of the Ohio Revised Code.
- b. A member on sabbatical leave may continue all insurance coverage provided that at the beginning of each month the member makes payment for the premium of such coverage to the office of the Treasurer.
- c. The period of sabbatical leave shall be counted as teaching experience in making salary adjustment.

6.074 Right to Return From Leave

A bargaining unit member who successfully completes a plan for professional growth shall be reinstated the following school year to a comparable position with the one which he/she left.

6.075 Restrictions

The bargaining unit member given leave under this section may be required to return to the District at the end of such leave for a period of two (2) years unless he/she has completed twenty-five (25) years of teaching in the state of Ohio.

6.076 Not Grievable

The decision not to grant authorization for leave is not grievable under Article XIII of this Agreement.

- 6.077 Time spent on sabbatical leave will not be charged against any other leave provision.

6.08 Assault Leave

6.081 Right to Leave

A bargaining unit member who must be absent resulting from an assault which occurs as a direct result of Board employment will be eligible for assault leave.

6.082 Application for Leave

Upon the bargaining unit member's delivery to the Superintendent of a signed statement, on forms provided by the Board, he/she shall be granted such leave for the period of the disability. Such statement shall include the nature of the assault, the date of its occurrence, the name(s) of the individual(s) causing the assault or the description of the individual(s) if the name(s) is/are unknown, and the facts surrounding the assault. The bargaining unit member agrees to file criminal charges if the individual(s) causing the assault are known, as a condition of the Board approving such leave.

6.083 Eligibility for Leave

The bargaining unit member shall provide a certificate from a licensed physician stating the nature and duration of the disability and the necessity of absence from regular employment. In addition, the Board may require the member claiming more than fifteen (15) days of assault leave to submit to a medical examination. If the Board requires such a medical examination, the full cost of the examination, including mileage reimbursement, shall be borne by the Board.

6.084 Legal Actions Resulting From Assault

If legal action results, said member shall be granted leave, with no loss of pay, for all necessary absences connected with said legal action. This leave shall not be charged to any other leave.

6.085 Restrictions

Falsification of either the signed statement or the physician's certificate is grounds, under Section 3319.143 of the Ohio Revised Code, and may subject the bargaining unit member to suspension and/or termination of employment under Section 3319.16 and related sections of the Ohio Revised Code.

6.086 Rights While On Leave

- a. A bargaining unit member on assault leave shall receive his/her full daily salary less the amount received by that individual, if any, for workers' compensation which covers loss of pay sustained for the injury. However, the member's pay shall not be reduced by benefits received to cover medical expenses, nursing expenses, hospital expenses, medicine and/or rehabilitation.
- b. Leave granted under this section shall not be charged against such leave earned or earnable under Section 3319.141 of the Ohio Revised Code or any other provision of the Agreement.

6.087 Termination of Leave Benefits

Assault leave benefits shall cease after one hundred and eighty (180) days or upon resignation or mandatory retirement as provided for in Section 3307.37 or related sections of the Ohio Revised Code.

6.09 Court/Arbitration Appearance

6.091 Right to Leave

A bargaining unit member who, because of his/her employment in the school system, as subsequently defined, is required to appear as a witness by court/arbitration subpoena, will be granted leave for such appearance.

6.092 Notice of Intent to Use Leave

A bargaining unit member receiving a subpoena and desiring to use court/arbitration leave shall notify the Superintendent as far in advance as possible.

6.093 Rights While on Leave

- a. A bargaining unit member on court/arbitration leave shall receive his/her full salary and benefits while on said leave.
- b. Time spent on court/arbitration leave will not be charged against any of the above leave provisions.

6.094 Purpose of Leave

"Because of his/her employment" shall be defined for the purpose of this Section to refer to lawsuits or arbitrations involving the District and incidents involving employees and/or students which said member may have occasion to observe and/or have knowledge of because of his/her position with the District.

6.095 Restrictions

Court/arbitration leave shall not be used in cases where the expertise of the bargaining unit member is the basis for the court/arbitration appearance, but rather for matters which specifically relate to circumstances which could only have been observed and/or known because of the employment with this school district.

- 6.096 Leave will not be granted to a bargaining unit member if the member files suit against the Board, or one or more of its employees. Furthermore, leave will only be granted as a result of a court subpoena requiring a member to appear as a material witness, not as a party to the action.
- 6.097 Leave will not be granted for court/arbitration or trial preparation time, but only for actual time in court/arbitration.

6.10 Jury Leave

6.101 Right to Leave

A bargaining unit member required by law to report for jury duty shall be granted jury leave for the duration of such duty.

6.102 Notice of Intent to Use Leave

A bargaining unit member receiving notice to appear for jury duty and desiring to use jury leave shall notify the Superintendent as far in advance of the absence as possible, utilizing the personal leave form attached hereto as Appendix E.

6.103 Rights While On Leave

- a. A bargaining unit member on jury duty leave shall receive his/her full salary and benefits while on said leave provided appropriate verification that such service was rendered is provided to the Treasurer.
- b. Time spent on jury leave will not be charged against any of the above leave provision.

6.11 Family and Medical Leave Act

- 6.111 Bargaining unit members are entitled to leave as provided in the Family and Medical Leave Act (FMLA) and its associated regulations. For purposes of this Section, "12-month period" is defined as "the 12-month period measured forward from the date the employee's first FMLA leave begins" (i.e. the leave year is specific to each employee). The member is entitled to twelve (12) weeks of leave during the 12-month period beginning on the

first date FMLA leave is taken. The next 12-month period commences the first time FMLA leave is taken after the completion of any previous 12-month period.

6.112 All bargaining unit members who have accumulated at least one year of service in the District may apply for family leave under the provisions of the federal Family and Medical Leave Act of 1993.

6.113 A member desiring to use family leave shall notify the Superintendent in writing at least thirty (30) days prior to the beginning of the leave, if the need for the leave is foreseeable; otherwise, the written notice shall be given as soon as possible after the member learns of the need for the leave. The member's notice must specify that Family Leave will be the type of leave taken.

6.114 During the leave, for up to twelve (12) weeks per year, as defined above, the Board shall continue to pay the applicable contributions it makes for a member on the active payroll to continue participation in life, health, prescription drug, and dental insurance.

6.12 Military Leave

Military leave shall be provided in accordance with applicable state and federal law.

6.13 Unpaid Leave

Bargaining unit members may, under conditions specified in State Law and Board Policy, be granted leaves of absence without pay. It is understood that no member shall have a right to such unpaid leave for sporadic or short term absences, whether or not based upon illness (unless qualified under appropriate FMLA leave). For example, unpaid leave will not be granted for non-FMLA qualifying absence to extend the employment of a member where such member has exhausted all accumulated and/or advanced sick leave, unless the request is for long term unpaid leave and based upon legitimate medical reasons.

6.14 Donation of Sick Leave

6.141 If a bargaining unit member is currently absent for thirty (30) consecutive workdays or more due to a catastrophic injury or serious long-term illness of the member, and has exhausted all of his/her accumulated sick leave, a bargaining unit member(s) may donate up to five (5) days of his/her accumulated Sick Leave to the absent member. Bargaining unit members whose Sick Leave has been depleted by intermittent use shall not qualify for this benefit.

6.142 No bargaining unit members may receive more than an aggregate of thirty (30) donated Sick Leave days in any one (1) school year.

- 6.143 Donation of sick leave days shall be initialed by a bargaining unit member on a form furnished by the Treasurer, no later than the pay period within which the Sick Leave of the absent member is exhausted. The applying member shall receive the benefit when the application has been approved by the Superintendent and Association President.

ARTICLE VII VACANCIES AND TRANSFERS

7.01 Vacancies

7.011 Vacancy Defined

- a. Unless the provisions of Article VIII (Reduction in Staff) are implemented, a vacancy in a bargaining unit position shall exist when:
1. A bargaining unit member dies;
 2. A bargaining unit member resigns;
 3. A bargaining unit member retires;
 4. A bargaining unit member has his/her limited teaching contract non-renewed or terminated;
 5. A bargaining unit member is promoted; or,
 6. A new position is created with the bargaining unit.
- b. This Article shall not restrict reduction by attrition, and shall not restrict the Board's right to use substitutes to fill openings occurring after the school year begins.

Any certified vacancy other than Superintendent or in a newly created position that occurs during the work year shall be posted clearly in every school building and on the District Website within five (5) work days of when the Superintendent determines that such vacancy will exist, which shall not be more than twenty (20) days from an occurrence listed above. If the Superintendent determines not to fill a vacancy, he/she will notify the Association President in writing.

- 7.012 During the summer, notification of any certified vacancies shall be posted in the central administrative office, on the District website, and on a dedicated telephone job line.

- 7.013 No such vacancy occurring prior to the close of the school year shall be filled until it has been posted for at least ten (10) working days. If a vacancy occurs after the close of the work year and prior to July 10 it shall not be filled prior to seven (7) calendar days following the day on which the notice was posted.
- 7.014 Vacancies occurring between July 10 and August 15 shall be posted pursuant to the above but may be filled as soon as a suitable individual is found.
- 7.015 Vacancies occurring on or after August 15 need not be posted and may be filled by a long-term substitute. Those bargaining unit members with prior stated interest shall be notified.

7.02 Voluntary Transfer

- 7.021 A bargaining unit member who desires to transfer into a vacant existing position or a newly created position shall complete a Vacancy/Transfer Form (see Appendix H). This form must be returned to the Superintendent's office prior to February 28.
- 7.022 Voluntary transfer requests will be reviewed and considered prior to taking action in Section 7.03.
- 7.023 If a bargaining unit member's request for a transfer is denied, he/she will, upon written request, receive a written explanation as to the basis for the denial from the Superintendent or his/her designee.

7.03 Involuntary Transfer

- 7.031 Written notice of involuntary transfers will be given or sent to the bargaining unit member prior to June 1. Necessary involuntary transfers after June 20 will be handled on an individual basis as they arise.
- 7.032 Before giving written notice of an involuntary transfer, which shall occur within ten (10) days of receiving verbal notification, the Superintendent or his/her designee will contact the bargaining unit member and afford him/her an opportunity to discuss the proposed transfer. Any member involuntarily transferred will be given the written reasons for the transfer, which shall be for educational reasons and will not be arbitrary or capricious. If the Superintendent or his/her designee has been unable to contact the bargaining unit member, then notice of the transfer may be sent.
- 7.033 A list of open positions in the school system will be made available to a bargaining unit member being involuntarily transferred. The bargaining unit member may request, in order of preference, the position(s) to which

he/she desires to be reassigned. The ultimate determination relative to the assignment of the bargaining unit members remains with the Superintendent.

7.034 The Superintendent will not transfer a bargaining unit member who was involuntarily transferred the preceding school year, unless the member consents or under circumstances where there are no other bargaining unit members in the District with the necessary licensure for the position.

7.035 A bargaining unit member being involuntarily transferred may choose to resign and seek employment elsewhere. If the bargaining unit member makes such a decision the Board shall hold said individual harmless of Section 3319.15 of the Ohio Revised Code.

7.04 Definition

For purposes of this Article, "transfer" means reassigning a bargaining unit member to a different building and/or subject area in grades seven (7) through twelve (12) and/or grade level in grades kindergarten (K) through six (6).

ARTICLE VIII REDUCTION IN STAFF

8.01 Reduction

If the Board decides to effect a planned reduction in the number of bargaining unit members, in whole or in part, the reduction shall be achieved in the following manner.

8.02 Attrition

The number of bargaining unit members affected by a reduction in force will be kept to a minimum by not employing replacements, insofar as is practicable, for a bargaining unit member who retires, resigns dies, or whose contract is terminated or non-renewed.

8.03 Suspension of Contract

8.031 Criteria and Procedure:

For purposes of sections 8.031 and 8.041, the term "Ineffective" or above "Ineffective" refer to the final summative rating under the OTEs evaluation system.

Within each area of certification affected, reduction not achieved by attrition shall be accomplished in the following order:

- a. First to be reduced category: Contracts for positions filled by retired/rehired bargaining unit members shall first be suspended.
- b. Next to be reduced category: For the 2013-2014 school year, all evaluations (OTES and non-OTES) are deemed “comparable evaluations.” Any reduction plan implemented prior to the completion of the 2014-2015 OTES and non-OTES evaluation cycle, will suspend contracts of teachers with limited contracts by seniority (least to most), followed by continuing contracts by seniority (least to most).
- c. Any reduction plan implemented following completion of the 2014-2015 evaluation cycle, will utilize the most recent final summative evaluation and suspend contracts in the following order:
 1. Second to be reduced category: This category shall consist of all OTES bargaining unit members rated “Ineffective” and all non-OTES bargaining unit members placed on an Improvement Plan. All teachers in this category will be considered as having “comparable evaluations” and the District will suspend contracts of teachers in this category as follows: limited contracts by seniority (least to most), followed by continuing contracts by seniority (least to most).
 2. Third to be reduced in force category: This category shall consist of all OTES bargaining unit members with a rating above “Ineffective” and any non-OTES bargaining unit member who is not on an Improvement Plan. All teachers in this category will be considered as having “comparable evaluations” and the District will suspend contracts of teachers in this category as follows: limited contracts by seniority (least to most), followed by continuing contracts by seniority (least to most).

8.032 Notice

- 8.0321 At least thirty (30) days prior to any proposed action by the Board to effect a reduction in force, the Superintendent shall provide the Association President with a notification of the date of the proposed action and a copy of the current seniority list.
- 8.0322 A bargaining unit member wishing to file a new certificate or update a certificate(s) shall do so within ten (10) days of receipt of said notice.

8.0323 At least fifteen (15) days prior to the date of the proposed Board action, the Superintendent shall send written notice by certified mail, return receipt requested, to each bargaining unit member whose teaching contract is to be proposed for suspension. Alternatively, the Superintendent may have such notice personally delivered to each affected member at least fifteen (15) days prior to the proposed Board action.

8.04 Recall

8.041 A bargaining unit member who has his/her teaching contract suspended while on a continuing teaching contract shall have recall rights provided in Section 3319.17 of the Ohio Revised Code. A member who has his/her limited teaching contract suspended and keeps the Board informed of his/her address shall have recall rights for two (2) years after Board action.

For purposes of this Section, "Recall rights" means the right to be offered a comparable position (full time for full time or part time for part time) within the member's area(s) of certification/licensure before the position is filled by hiring a person not already employed by the Board. Acceptance of a part time position does not jeopardize the right to recall to a full time position. Openings will be offered to members with recall rights by area of certification/licensure as follows:

- a. Teachers with continuing contracts who are rated above "Ineffective" by seniority (most to least); then,
- b. Teachers with limited contracts who are rated above "Ineffective" by seniority (most to least); then,
- c. Teachers with continuing contracts who are rated "Ineffective" using an OTES evaluation or are under an Improvement Plan under a non-OTES evaluation, by seniority (most to least); then,
- d. Teachers with limited contracts who are rated "Ineffective" using an OTES evaluation or are under an Improvement Plan under a non-OTES evaluation, by seniority (most to least).

8.042 To be eligible for an offer of reinstatement, bargaining unit members must keep the Board informed of his/her current address and telephone number. Offers of reemployment shall be made by certified United States Mail, return receipt requested. Rejection of an offer of reinstatement, failure to accept such an offer within two (2) weeks of its receipt, or the return of the offer by the postal department because of an incorrect address, or the failure of the member to pick up such notice

within three weeks of mailing, shall result in a waiver of all rights under this Article.

8.043 Upon recall, all benefits to which a bargaining unit member was entitled at the time of his/her suspension, including unused accumulated sick leave, will be restored to him/her upon his/her return to active employment. He/she will be placed on the proper step of the Salary Schedule for his/her current position according to his/her experience and education.

8.044 No new employees will be hired by the District to fill vacant positions if there are qualified and properly certificated/licensed bargaining unit members on the recall list, unless or until all qualified and properly certificated/licensed members on the recall list have rejected reinstatement in such positions consistent with Section 8.042, above.

8.05 Area of Certification

A bargaining unit member with more than one (1) area of certification/licensure shall be considered for retention under 8.03 in each of his/her areas of certification/licensure before his/her contract is suspended. Likewise, he/she may exercise his/her areas of certification/licensure.

8.06 Seniority

8.061 For the purpose of this Agreement, seniority will mean continuous service in a bargaining unit position. Continuous service shall be determined from the most recent date of hire into a bargaining unit position as determined by the first (1st) day worked.

8.062 When continuous service is equal, the tie will be broken by the earlier date of the Board meeting at which the bargaining unit member was hired, for the first employment contract. If continuous service is still equal, the members will draw numbers by lottery, the member drawing the lowest number shall become the first one to be reduced. The Association President shall be present.

8.063 Continuous service will not be broken by authorized leaves of absence, employment by the Board in a position outside the bargaining unit, or as a result of a planned reduction in force from which the bargaining unit member was recalled, but such time shall not be counted in computing continuous service. Additionally, continuous service will not be broken when a member's limited teaching contract was non-renewed at the end of one (1) school year and the member was then rehired for the subsequent school year.

8.07 Seniority List

The Superintendent shall, at all times, have available in his/her office a current seniority list. An updated seniority list shall be sent to the Association President each year by November 1st. A bargaining unit member may view said seniority list upon request.

8.08 Effect of This Article

It is the express understanding and agreement of the parties hereto that the provisions of this Article, may not conflict with the requirements of Revised Code Section 3319.17, but in all other respects shall supersede and take the place of any contrary provisions of the Revised Code.

ARTICLE IX WORK YEAR AND WORKDAY

9.01 Work Year

9.011 The work year for all bargaining unit members shall not exceed a total of one hundred eighty-four (184) workdays, as follows:

- a. One hundred eighty (180) days for instruction;
- b. Two (2) professional development days;
- c. Four (4) half (1/2) days for evening parent-teacher conferences.

9.012 The per diem pay of a bargaining unit member shall be computed on the basis of one hundred eighty-four (184) workdays.

9.013 NEOEA Day shall be included in the school calendar as a non-paid day upon which no teacher work is scheduled.

9.014 Attendance at Open House is optional.

9.02 School Calendar

9.021 Bargaining unit members shall vote on their preference for the school calendar by February 1st.

9.022 The adopted school calendar for each work year shall be distributed to each bargaining unit member following its adoption by the Board. The Superintendent shall provide a written explanation to the Association President within five (5) days after the school calendar is adopted, if the adopted school calendar differs from the bargaining unit members' preferred choice as determined by the aforementioned vote.

9.023 The Board will include make-up days, in order of priority, within the school calendar so that a bargaining unit member will be aware of the day(s) to be utilized in the event it is necessary to make-up a workday(s) outside of the established school calendar.

9.03 Workday

9.031 Each bargaining unit member will be assigned appropriate starting and dismissal times, provided, however, that the work day shall be no longer than seven and one half (7 1/2) consecutive hours, including a thirty (30) minute duty free lunch period, guaranteed under Section 3319.111 of the Ohio Revised Code.

9.032 No bargaining unit member shall be requested to report for duty earlier than 7:00 A.M. nor remain on duty later than 4:00 P.M.

9.033 Duties such as study hall, homeroom, recess, playground, bus, lunch, and detention shall be distributed as equally as possible and rotated from year to year among bargaining unit members.

9.034 There shall be no more than seven (7) meetings per year called by Administrators that begin prior to the bargaining unit members' normal daily starting time or end after the normal daily ending time, including student early release day meetings. In the absence of exigent circumstances, the administration will provide staff with notice of such meetings at least five (5) calendar days in advance. In no event shall those maximum of seven (7) meetings begin or end more than sixty (60) minutes beyond the normal workday. The number of meetings can be extended with the approval of the Superintendent and the Association President. In the absence of an emergency, no meeting will be scheduled for the last workday of any week.

9.04 Preparation Time

9.041 A bargaining unit member shall, in addition to his/her lunch period, have regular preparation time during the time pupils are in class in which he/she will not be assigned to any other duties, as follows:

- a. Elementary School In addition to lunch there shall be a daily preparation period of no less than thirty (30) minutes during the student day, exclusive of reasonable transition time for escorting students, for a minimum of 200 minutes per week. Occasional exceptions to this thirty (30) minute period of preparation time may arise within the context of the elementary environment.

- b. Grades 6, 7 and 8 Not less than one normal class period daily; and
- c. Senior High Not less than one normal class period daily.

9.042 A bargaining unit member employed to teach in both the elementary and grades 6, 7 and 8 shall be entitled to a regular preparation time.

9.043 A bargaining unit member employed as an elementary specialist (Art, Music, or Physical Education) shall be considered an elementary teacher for the purpose of this Article.

9.044 Any member assigned to teach grades 6-12 who has more than four (4) regular class preps or three (3) preps when teaching at least one advanced placement class, shall not be assigned to any before or after school duties.

9.05 Class Size

The Board will follow the adopted state standards.

9.06 Parent/Teacher Conferences

The scheduled district-wide parent/teacher conferences and two (2) days compensatory time shall be arranged through the Association President and the Administration.

9.07 Common Planning Periods

The Board agrees to make reasonable efforts to provide Common Grade Level Planning Periods.

9.08 Criminal Records Check

It is acknowledged by the BRTA that the Board acknowledge that criminal records investigation reports are required for applicants and, periodically, by current employees under state law. It is expressly agreed between the Board and the BRTA that the Board may discharge any employee upon receipt of a criminal records check, if the criminal records check contains a report of any of the offenses outlined in the Ohio Revised Code which prohibit by law, the Board from employing the individual. If any discharge of a teacher must occur, the mandates of O.R.C. Section 3319.16 (termination statute) shall not be required.

9.09 Record Keeping

The Board shall provide all bargaining unit members with one-half (1/2) day for record keeping at the end of the first semester. That day would be one-half (1/2) day of professional development/one-half (1/2) day of grading/records.

9.10 Training for Special Procedures

A bargaining unit member required to perform medically related or other extraordinary procedures for students with special needs will receive training appropriate to the particular procedure.

9.11 Preparation of Electronic Reports

The Administration and Association shall work collaboratively to facilitate the implementation of electronic reporting systems and/or any changes regarding grading procedures, report cards, progress reports, interim reports, or any other reporting requirements. Members shall be provided with appropriate training relative to the use of such electronic reporting systems.

ARTICLE X INDIVIDUAL RIGHTS

10.01 Disciplinary Proceedings

A bargaining unit member shall have the right to be represented by the Association at conferences with the administration which the member has reason to believe could lead to discipline. A member who intends to exercise this option shall inform the administration in advance of his/her intent to be accompanied by Association representation or any other person of his/her choice and the identity of the representative(s). It is not the intent of the parties that this provision will prohibit the removal of a member from the classroom in extraordinary circumstances, provided, however, that the disciplinary hearing be held in an expedient manner.

10.02 Discipline

A bargaining unit member shall not be disciplined without considering the facts in the case or in an arbitrary or capricious manner.

10.021 The following are guidelines for progressive disciplinary action which may be considered for disciplinary actions. Depending on the nature of the offense/violation, disciplinary action may be initiated at the discretion of the Superintendent or his/her designee at any of the following levels:

- a. Verbal Warning: Verbal notification to the bargaining unit member.
- b. Reprimand: Written reprimand with a written copy to the immediate supervisor, the personnel file, the bargaining unit member and the Association President.

- c. Suspension: Disciplinary removal with loss of pay may be given. All suspensions and/or loss of pay must be issued by the Superintendent, with a written copy to the personnel file, the bargaining unit member, and the Association President.
- d. Termination of employment contract shall be by the Board.

10.022 Disciplinary actions beyond a written reprimand must meet commonly understood standards of just cause and OEA/NEA representation may be available at these levels upon the request of the bargaining unit member.

10.023 No bargaining unit member will experience a loss in pay until a disciplinary meeting is held.

10.024 The termination of a bargaining unit member will be governed by the provisions of O.R.C. Section 3319.16.

10.03 Access to Personnel Records

10.031 A bargaining unit member may request a review of his/her personnel file with the Superintendent. All items in the personnel file shall be available to the member. The member may have representation when reviewing the file contents. The Board will provide members with a reasonable amount of copies, not to exceed twenty (20) copies, at no cost. The member may place a written notice of rebuttal with any disputed item on the file. The bargaining unit member may dispute the accuracy of any item(s) in the file and request that the Superintendent review such item(s) for possible removal from the file in accordance with ORC Section 1347, et. seq. The Superintendent will notify the member of the decision on the request to remove data.

10.032 In the event any person, other than the bargaining unit member's supervisor or other administrator, seeks to review the personnel file of a member notification to the member will be made in advance of such review, if possible. Where possible, such notice shall include the name of the person making the request, the date the request was made and, if scheduled, the date and time of the review. Reasonable efforts will be made to provide the member the opportunity to be present at the time of the review and be accompanied by a representative of his/her choice. This clause is waived whenever a duly processed search warrant is presented.

10.033 Items relating to work performance and/or discipline shall be signed and dated by the appropriate administrator and a copy provided to the bargaining unit member prior to placement in the personnel file. No materials shall be placed in a member's personnel file which comes from

any anonymous source.

- 10.034 No data relating to student standardized test scores shall be placed in a bargaining unit member's personnel file.

10.04 Documented Complaint

If a documented complaint regarding a bargaining unit member is received by the Administration or Board, the member will receive a copy if: 1) the documented complaint is shared with other Administrators or members of the Board; or 2) the Administration intends that said document be placed or referenced in the member's personnel file. Prior to placement of such documentation in the personnel file, the member will first be provided an opportunity to respond to the complaint. Following this response, if it is determined that documentation be placed in the personnel file, the member will have an opportunity to provide a written rebuttal to such documented complaint.

10.05 Job Sharing

Job sharing shall refer to a voluntary option available for teachers, subject to the prior approval of the Superintendent to share one full-time position. Notification of approved job sharing plans will be provided to the Association President for review and approval of the Association.

- 10.051 Teachers shall assume responsibility for finding job sharing partners. No teacher shall be required to job share.

10.052 Partnerships must be formed by June 1.

10.053 Each teacher shall acquire one (1) year seniority for each year of job sharing worked.

10.054 A job sharing partnership shall last one (1) school year.

10.055 Upon dissolution of the job sharing partnership, each job sharing teacher shall be guaranteed a full-time position in the school from which s/he left if a position is available in that school. If a position is not available in his/her previous school, s/he shall be given a full-time position for which s/he is certificated within the District.

10.056 Due to the nature of job sharing, such arrangements will not always reflect an exact 50% split of responsibilities. Consequently, job sharing approved by the Superintendent may assign varying percentages to each teacher for purposes of determining salary and benefits. It is further understood that, due to the need for coordination of educational programming, etc., the actual amount of the work day needed to facilitate a successful job share may exceed the percentage assigned by

the Superintendent for pay and benefits and the amount of the work day shall be agreed upon in writing at the time the job share is approved.

- 10.057 In order to maximize the continuity of the educational program of students, each participating teacher shall, with advance notice, substitute for his/her partner and shall be paid the appropriate prorated amount at the daily substitution rate. If the partner cannot substitute, a qualified substitute shall be employed.
- 10.058 A written grading philosophy and discipline standard in compliance with existing policies will be agreed upon by the participants and the building principal. Said philosophy and standard will be kept on file in the Principal's office, and distributed and discussed with parents within the first three (3) weeks after the start of school. The same holds true for new subjects.
- 10.059 Equity of work load/time on duty will be attempted at all times by all participants concerned. A schedule will be determined and agreed upon before the building schedule is finalized. Teachers and building principal will meet to discuss room assignment, scheduling, supplies, etc. as soon as said items are determined.
- 10.0510 Teachers will work their regular day on in-service and conference days.

10.06 Long Term Substitutes

- 10.061 Long-term substitutes are defined as substitute teachers placed in the same assignment for more than sixty (60) days. All long-term substitutes shall receive a written contract of employment.
- 10.062 The employment of long-term substitutes shall be for the period specified in their contract of employment, and shall automatically expire at the end of that term without action by the Board or further notice to the teacher. Neither the provisions of Article XI, Evaluation, nor the provisions of Section 3319.11, Ohio Revised Code, shall apply to long-term substitutes. The Association President shall be notified on or before the first day of the long-term substitute's employment in such position.
- 10.063 A long-term substitute shall be granted a year of service credit only if employed for a minimum of one hundred twenty (120) days (at least three and one-half [3-1/2] hours per day) in any one school year.
- 10.064 Neither provisions of Article VIII- Reduction in Staff, nor the provisions of Section 3319.17, Ohio Revised Code, shall apply to long-term substitutes or to a permanent substitute.

10.065 Neither the provisions of Article XI – with respect to evaluation, nor the provisions of Section 3319.111 or Section 3319.11, Ohio Revised Code shall apply to long-term substitutes.

10.066 Beginning with the 61st day of employment a long-term substitute shall be placed on the BA-0 step of the salary schedule and become a bargaining unit member.

ARTICLE XI EVALUATION AND NON-RENEWAL

11.01 OTES Teacher Evaluation

OTES applies to a teacher who is a licensed instructor who spends at least 50% of his/her time providing content-related student instruction and falls under the Evaluation of Professional Staff (Ohio Teacher Evaluation System) Board Policy.

11.011 Definitions

Ohio Teacher Evaluation System (OTES): The teacher evaluation system codified under sections 3319.111 and 3319.112 of the Ohio Revised Code as established by the Ohio Department of Education.

Evaluation Framework: The standards-based state framework for evaluation of teachers developed by the Ohio Department of Education (“ODE”) in accordance with Ohio Revised Code §3319.112, for evaluation of teachers under Ohio Revised Code §3319.111 and §3319.112.

Evaluation Procedure: The procedure used to conduct teacher evaluations, which includes informal observations (“classroom walkthroughs”) and formal observations to assess teacher performance as well as student growth measures.

Evaluation Instrument: The forms used by a Credentialed Evaluator are those adopted by the Ohio Department of Education for OTES, which shall be provided to teachers at the beginning of each school year. Teachers shall not be required to use ODE’s OTES Self-Assessment Tool Form.

Evaluation Rating (aka Effectiveness Rating): The evaluation rating is assigned at the conclusion of the evaluation cycle when the Teacher Performance Rating (50% of the evaluation rating) is combined with the results of Student Growth Measures (50% of the evaluation rating). Evaluation ratings are: Accomplished, Skilled, Developing and Ineffective. Pursuant to R.C. 3319.114, the Union and Board agree the Evaluation Committee will make a recommendation to the Association and the Board of Education on whether the percentages (50% Teacher Performance Rating & 50% Student Growth Measures) should be modified to an alternative framework consistent with state law beginning the 2015-2016 school year.

Teacher Performance Rating: The assessment of a teacher's performance that results in a performance rating and is based on formal observations (including but not limited to planning materials, instructional artifacts, or other performance evidence) and periodic classroom walkthroughs by an Credentialed Evaluator. Teacher performance results are reported using a 1-4 rating structure with "1" indicating lowest performance to "4" indicating highest performance.

Student Growth Measures ("SGM"): Student growth is the change in student achievement for an individual student between two or more points in time. A Student Growth Measure is a tool or assessment used to measure student growth and may include one or more of the following: 1) Teacher-level Value-Added Data; 2) ODE-Approved Assessments; and/or 3) Locally-Determined Measures (i.e. Student Learning Objectives or Shared Attribution). The SGM used for a teacher depends on the teacher category within which he or she falls.

Value-Added: Refers to the value-added methodology prescribed by the Ohio Department of Education, which provides a measure of student progress at the District, school, grade, subject and teacher level based on aggregate student scores from state issued standardized assessments.

ODE-Approved Assessments (aka Approved-Vendor Assessment): Student assessments approved by the Ohio Department of Education for measuring student growth for OTES for Category B teachers.

Locally-Determined Measures: This term refers to Student Learning Objectives or Shared Attribution.

Student Learning Objectives ("SLO"): A measurable academic growth target that a teacher sets for students or for subgroups of students to be achieved by the student's mastery of a learning objective over an established interval. Assessment of student mastery shall be based on baseline data gathered under an approved SLO.

Shared Attribution: Shared Attribution refers to Student Growth Measures attributable to a "group." Groups can include: grade level, department level, building level, or district level.

Teacher Categories: For purposes of SGM, the following teacher categories exist:

"A1" – A1 teachers are those who instruct Value-Added courses/subjects exclusively.

"A2" – A2 teachers are those who instruct Value-Added courses/subjects but not exclusively.

“B” – B teachers are those with Approved-Vendor Assessment data available if the assessment is used in the manner approved by ODE.

“C” – C teachers are those with no Teacher-Level Value-Added or Approved-Vendor Assessment data available.

Teacher of Record: For purposes of Student Growth Measures, this is the teacher who is responsible for a significant portion of a student’s instructional time (based on enrollment) within a given subject or course that is aligned to a state assessment; or other relevant assessment in grades / subjects that do not have state assessments.

Teacher Student Data Linkage (“TSDL”): The process of connecting the “teacher of record” to a student and/or defined group of students for the purpose of attributing student growth to the teacher of record.

Professional Growth Plan: A written Professional Growth Plan helps teachers focus on areas of professional development that will enable them to improve their practice. The Professional Growth Plan is developed annually as follows: If the teacher is above expected academic growth, the Professional Growth Plan will be self-directed by the teacher. If the teacher is at expected academic growth, the Professional Growth Plan is collaboratively developed by the teacher and the evaluator.

Improvement Plan: A written Improvement Plan will be developed in the circumstance when a teacher makes below expected academic growth with his/her students and/or receives an overall ineffective rating (final summative rating) or an ineffective rating on any of the components of the OTES Rubric (post-observation conference form). The purpose of an Improvement Plan is to identify specific performance deficiencies and foster growth through professional development and targeted support.

Credentialed Evaluator: As set forth under Board Policy, a person who holds an evaluators credential established by ODE for being an evaluator and is a District administrator. Bargaining unit members shall not serve as Credentialed Evaluators.

11.012 Teacher Performance Evaluation Component

11.0121 General principles

- a. Teacher performance shall be assessed based on standards for the teaching profession and criteria set forth in the ODE OTES evaluation instrument.
- b. The Credentialed Evaluator shall rely on evidence provided by the teacher, the Formal Observations and the Walkthroughs/Informal

Observations to evaluate a teacher's performance.

11.0122 Evidence Used to Assess Teacher Performance

a. Evidence Provided by Teacher to Credentialed Evaluator

A teacher may provide evidence to the Credentialed Evaluator, including but not limited to student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, portfolios, summative assessments, and student work samples.

Any artifacts and evidence presented by a teacher to the Credentialed Evaluator shall be maintained by the teacher.

b. Formal Observations

1. A minimum of three (3) formal observations shall be conducted for teachers under a Resident Educator Certificate. A minimum of one (1) observation shall be conducted for all teachers receiving a rating of Accomplished on his/her final summative rating two consecutive school years. A minimum of two (2) formal observations shall be conducted for all other teachers.
2. The second observation may only be conducted after the post-observation conference from the first observation has been completed.
3. Each formal observation shall last a minimum of 30 continuous minutes.
4. The first formal observation shall be completed by the end of first semester, unless extenuating circumstances exist.
5. There shall be a pre-observation communication between the Credentialed Evaluator and the teacher at least three (3) work days prior to an observation. This communication need not be formal nor documented. Should the teacher or Credentialed Evaluator have more specific concerns, a meeting may be requested by either the teacher or the Credentialed Evaluator, which must be held no sooner than two (2) work days prior to the observation. The OTES "Pre-Conference Questions" document may be used to focus on conversation at a pre-observation meeting.
6. If a formal observation needs to be cancelled, the

Credentialed Evaluator and teacher will agree, within a reasonable time, to a new date for the formal observation.

7. For teachers on an Improvement Plan, there shall be at least twenty (20) work days between each formal observation.
8. If after the second observation, a teacher remains or is placed on an Improvement Plan and the District anticipates taking adverse personnel action, the District shall complete a total of three (3) observations.
9. A post-observation conference between the Credentialed Evaluator and teacher shall be held within the five (5) work days following each formal observation, unless extenuating circumstances exist, to collaboratively complete the content of the OTES Teaching Post-Observation Conference Form.

c. Walkthrough / Informal Observation

1. A walkthrough /informal observation (“walkthrough”) is a formative written assessment by a Credentialed Evaluator.
2. The walkthrough may be unannounced, but nothing prohibits informing the teacher of a walkthrough.
3. A walkthrough shall be at least five (5) consecutive minutes and no more than fifteen (15) minutes in duration. There shall be at least two (2) walkthroughs per teacher per school year.
4. Within two work days of completing the walkthrough, the Credentialed Evaluator shall complete the ODE OTES walkthrough form.

11.0123 Student Growth Evaluation Component

a. General Principles

1. The Student Growth Measure used for a teacher depends on the teacher category within which he or she falls. See definition of Teacher Categories.
2. For Category A1 and A2 teachers, each teacher shall have the opportunity to review the students for whom they are identified as teacher of record prior to the District verifying the teacher’s data and SGM rating in order to ensure accuracy in reporting. For Category A2 teachers, the

teacher shall have the opportunity to review the percentage of reading/math the teacher teaches proportionate to his/her individual schedule. If the teacher believes either the teacher of record designation or the underlying student information is inaccurate, s/he shall notify his/her building principal no later than the last Friday in April, unless another date is denoted by the Superintendent.

b. Student Growth Measure Process for Category A2, B and C teachers with SLO's

1. The Student Learning Objectives Committee ("SLOC") is responsible for reviewing and approving SLO's. Each SLOC shall consist of the building principal(s) for the affected building in addition to the following:

Up to five (5) high school or middle school teachers – to the extent possible the teachers shall represent the subject areas math, science, social studies and language arts and include one (1) special education teacher.

Up to four (4) elementary teachers – to the extent possible the teachers shall include one (1) teacher assigned to teach grades K-2 and one (1) teacher assigned to teach grades 3-5 and one (1) special education teacher and one (1) Encore teacher.

Participation by bargaining unit members on the SLOC is voluntary.

2. The District will provide release time should the Superintendent have the SLOC work during the school day. If the Superintendent schedules the SLOC to work outside the regular work day, the SLOC bargaining unit members will receive \$25.00 per hour.
3. SLOC members must have SLO training. If a teacher desires to be on the SLOC and has not been trained, the District will provide the individual(s) the opportunity to be trained prior to him/her serving on the SLOC.
4. Category A2, B, and C teachers will complete the SLO template and checklist (see ODE forms) to construct Student Growth Measures and submit it to the appropriate SLOC no later than the fourth Monday of September, unless another date is designated by the Superintendent.

A teacher who has a SLO rejected by his/her SLOC shall have the opportunity up through the Friday preceding Thanksgiving to resubmit and secure approval from the SLOC for the rejected SLO. Should an SLO not be approved by the Friday preceding Thanksgiving, the teacher will receive the lowest score for the SLO as the teacher failed to develop a SLO to determine student growth.

5. Each Category A2, B, and C teachers shall submit the SLO scoring template with the numerical rating to his/her building principal by the first Monday in April, unless extended by the Superintendent due to Spring break.
6. The following number of SLOs shall be submitted:

Category A2 – One (1) SLO
Category B – One (1) SLO
Category C – Two (2) SLOs
7. Each of these teachers shall receive notice of the SGM results for vendor assessments and the numerical ratings for the SLO prior to them being reported to ODE, as may be statutorily required. If the teacher believes the SGM result is inaccurate, s/he shall notify the building principal within ten (10) calendar days of the date of the notice.

11.0124 Finalization of Evaluation

- a. The Credentialed Evaluator and teacher shall meet to review the final summative rating of teacher effectiveness form (ODE Form). Prior to this meeting, the teacher should review the teacher performance score and SGM rating to ensure accuracy in the data submitted through EtPes. At the meeting, the teacher and Credentialed Evaluator shall review and finalize completion of the final summative rating teacher effectiveness form with both signing (a) the form electronically through PIN or as otherwise allowed through EtPes; and (b) signing a paper copy by pen that is placed in the teacher's personnel file. A teacher's signature (through PIN or by pen) should not be construed as evidence that the teacher agrees with its contents.

The Evaluation Procedure shall be completed no later than May 10, unless the Superintendent identifies a later date prior to June 1 due to EtPes issues.

Should the teacher believe that the data contained on the ODE

Form was incorrectly transmitted onto EtPes, a meeting will be held with the affected teacher, Credentialed Evaluator and Union President, to review the situation and determine whether it is appropriate for the Superintendent to override the data input into EtPes to ensure the data is correctly transmitted onto EtPes. At this meeting, the final summative rating effectiveness form will be finalized and signed as above-indicated (i.e. by PIN or by pen). Once this meeting is held, there shall be no further modifications to the final summative rating teacher effectiveness form unless the Superintendent must rectify an error and has held a meeting with the affected teacher, Credentialed Evaluator and Union President to review the situation and determine whether it is appropriate for the Superintendent to override the data input into EtPes. At this meeting, any necessary change will be made and the parties will finalize and sign the final summative rating teacher effectiveness form as above-indicated.

- b. Within ten (10) calendar days of receiving the final summative rating form, the teacher has the right to make a written response to the evaluation and to have it attached to the final summative rating form that is placed in the teacher's personnel file.

11.0125 Professional Growth & Improvement Plans

- a. Professional Growth Plan

Beginning with the 2014-2015 school year, each teacher with above expected or expected levels of student growth will develop a Professional Growth Plan on an annual basis no later than the first Monday in October. Professional Growth Plans will be self-directed for teachers with an above expected level of student growth and collaborative (teacher with credentialed evaluator) for teachers with an expected level of student growth. The Professional Growth Plan shall include:

1. Identification of area(s) for future professional growth
2. Specific resources and opportunities to assist the teacher in enhancing skills, knowledge and practice
3. Outcomes that will enable the teacher to increase student learning and achievement

- b. Improvement Plan

1. The Credentialed Evaluator for each teacher with a below expected level of student growth and for each teacher with an Ineffective rating either on the final summative

evaluation or as identified in the post-observation conference form will develop an Improvement Plan for the teacher to respond to Ineffective ratings in performance and/or student growth.

2. If the District anticipates taking adverse employment action based on a Teacher's Performance, the teacher shall first be placed on an improvement plan so s/he has an opportunity to remedy the performance deficiencies. The Improvement Plan may be created after the first or second observation in this circumstance.
3. An Improvement Plan shall include:
 - a. Identification of the specific areas for improvement of performance and/or student growth
 - b. Identification of the specific expectations for each area of improvement that has been identified
 - c. Specify the developmental level of performance the teacher is expected to improve and the timeline to correct deficiencies
 - d. Allows a sufficient time to allow remediation of the deficiencies – a minimum of twenty (20) work days
 - e. Identification of guidance and support needed to help the teacher improve
 - f. The Credentialed Evaluator shall identify a support teacher for the teacher on an Improvement Plan (if a teacher has a resident educator mentor, the mentor may also serve as the support teacher to the mentee) and may identify release time to allow the supported bargaining unit member on an Improvement Plan to observe his/her support teacher's best practices and/or release time of the support teacher to provide direct mentoring activities, which would be coordinated by the building administrator
 - g. Identification of additional education or professional development needed to improve identified areas
- c. An Improvement Plan based on Ineffective teacher rating will be revisited in at least twenty (20) work day intervals to see whether

the teacher's performance has improved and whether to modify or end the plan. The ODE OTES Improvement Plan form shall be used.

d. Protections

1. A support teacher shall not be requested or directed to make any recommendation regarding the continued employment of a teacher.
2. All interaction, written or oral, between a support teacher and the supported bargaining unit member are confidential and may not be disclosed without the consent of the supported bargaining unit member. Any violation of this confidentiality requirement by the support teacher shall be cause for his/her removal in his/her role as a support teacher by direction of the Union President after consultation with the Superintendent. Removal from the role as support teacher shall not be grievable by the support teacher.
3. No support teacher shall be requested or directed to divulge information from written documentation or confidential discussions with the supported bargaining unit member.
4. At any time and without need of specifics, the support teacher or the supported bargaining unit member may exercise the option to have a new support teacher assigned to the supported bargaining unit member. Exercising the option may occur one (1) time by the support teacher or the supported bargaining unit member and shall occur without prejudice or judgment to either person.

11.0126 So long as state law allows, teachers receiving ratings of Accomplished or Skilled may be evaluated at later intervals (other than every year) as set forth in Board Policy, with the minimum number of at least one observation and conference held for any year in which an evaluation is not conducted.

11.0127 Use of OTES Teacher Evaluations for making decisions on retaining or dismissing a teacher based on teacher performance

- a. For the 2014-2015 school year, only the "Teacher Performance" portion of the OTES evaluation will be used when making decisions about retaining or dismissing a teacher based on teacher performance at the end of the 2014-2015 school year.
- b. Beginning with the 2015-2016 school year forward, the entire

evaluation (final summative rating) combining both the "Teacher Performance" and the "Student Growth" components of the Evaluation Rating will be used in making the decision to retain or dismiss a teacher. For clarification, the 2014-2015 and 2015-2016 final summative ratings (combining both the "Teacher Performance" and the "Student Growth" components of the Evaluation Rating) will be used beginning with the 2015-2016 school year to make decision about retaining or dismissing a teacher.

11.02 Non-OTES Teacher Evaluation

The District will utilize the Ohio School Counselor Evaluation System created by the Ohio School Counselor Association to evaluate its guidance counselors.

If the District establishes a position that does not qualify for the OTES Evaluation System, the Union and District will meet to develop an evaluation procedure and forms.

11.03 Evaluation Committee

- 11.031 The Association and the Board agree to establish a standing District Evaluation Committee. The purpose of the Evaluation Committee is to address issues and concerns regarding OTES, update staff on changes to the OTES system, and to providing training to the staff. All changes to the OTES system, procedures, forms, documents, or others must first be proposed to the Evaluation Committee and then bargained between the Board and Association.
- 11.032 The District committee shall be comprised of four (4) teachers appointed by the Association President and four (4) Administrators appointed by the Superintendent/Designee.
- 11.033 The committee shall be chaired jointly by a committee member from the Association and a committee member from the Board.
- 11.034 Members of the committee will receive training in all aspects of OTES, the state adopted evaluation framework, and the standards for the teaching profession.
- 11.035 Committee agendas will be developed jointly by the co-chairpersons of the committee.
- 11.036 All decisions of the committee will be achieved by consensus.
- 11.037 Members of the committee will receive release time for committee work and training that is scheduled during the regular work day. If the

Superintendent schedules the committee to work after the regular work day, the committee bargaining unit members will receive \$25.00 per hour.

- 11.038 The committee shall not have the authority to negotiate wages, hours or terms and conditions of employment.

11.04 Parental Complaints

If a parental complaint is to be used in the evaluation of the bargaining unit member, then such complaint and notice of same shall be reduced to writing and included with the evaluation. The document shall contain the appropriate notation of date, time, person raising complaint, nature of the complaint and the person who reduced the complaint into writing.

11.05 Fair Treatment

No bargaining unit member shall be negatively evaluated without a reasonable basis in fact, or in an arbitrary or capricious manner.

11.06 Team Performance and/or Win/Loss Record

Team performance and or win/loss record relative to a bargaining unit member's supplemental duties shall not be included in teaching evaluations.

11.07 Job Action (OTES and Non-OTES)

The procedures in Article XI for non-OTES and for OTES must be followed prior to any action to nonrenew the limited contract of a bargaining unit member as set forth in section 11.08, below.

11.08 Non-Renewal of Limited Contract

11.081 If the Superintendent intends to recommend to the Board a non-renewal of a bargaining unit member's limited contract for reasons related to the bargaining unit member's performance as documented in the evaluation process, the evaluation(s) shall have been conducted in compliance with this Article. The bargaining unit member will be so notified by the Superintendent on or before June 1 and provided at that time with the date of the Board meeting when said recommendation will be considered. The member may address the matter with the Board in executive session at the Board meeting and may have Association representation and/or Counsel of his/her choice present.

11.082 Limited contract teachers whom the Board has determined to non-renew, may pursue remedies available to them as provided by ORC 3319.11(G). Exceptions shall be teachers hired specifically replacing a

teacher on leave, substitutes of long or short duration, or those hired for teachers on special assignment who have no rights under Article XI, whose contracts shall automatically expire at the end of their contract term or contract year, whichever is shorter. To the extent it conflicts with ORC 3319.11, this paragraph shall supersede that statute.

ARTICLE XII LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

12.01 Committee Responsibilities

A district-wide Local Professional Development Committee (LPDC) shall be established in accordance with Ohio Revised Code. The responsibilities of this committee shall include, but not limited to: (1) approving individual professional development plans for certificate/license renewal, (2) recommending in-service activities, (3) and obtaining/developing programs that will satisfy the Ohio Department of Education requirements for Professional Development Continuing Education Units (CEU'S).

12.02 Release Time

Adequate release time shall be granted to study requests, to research programs/in-service activities, and to obtain/develop programs for CEU's. If members of the LPDC determine to conduct some of their meetings/activities outside of the school year and/or school day, each member shall be compensated at the rate set forth in Appendix B.

12.03 Facilities/Supplies/Services

The Board shall provide reasonable facilities, supplies and services to the LPDC.

12.04 Members

This district-wide LPDC shall be comprised of five (5) persons, three (3) of whom shall be bargaining unit members who are selected by the Association.

12.041 Each LPDC bargaining unit member shall have a term of three (3) years.

12.042 If any vacancies occur in any of the positions selected by the Association, the Association shall be responsible for selecting bargaining unit members to fill the vacancies.

12.043 The members of the LPDC will determine the frequency of the meetings, the dates of the meetings and the time of the meetings.

12.044 The Association shall have the right to replace committee members, when

necessary.

12.05 Evaluation

The Individual Professional Development Plan shall not be used as part of the evaluation process.

12.06 Majority Vote

Decisions shall be made by majority vote of the committee members.

12.07 Appeal Procedure

The LPDC shall develop and maintain an appeals procedure for appeals from decisions of the LPDC. The decisions of the LPDC shall not be grievable.

12.08 Modifications

The LPDC shall not have the authority to revise, change, delete nor modify any article or section of this Agreement.

ARTICLE XIII GRIEVANCE PROCEDURE

13.01 Purposes

The Board recognizes that in the interest of effective personnel management, a procedure is necessary whereby bargaining unit members can be assured of a prompt, impartial and fair hearing on their grievances. Such procedures shall be available to all members and no reprisals of any kind shall be taken against any member initiating or participating in the grievance procedure.

13.02 Definition

13.021 A grievance is a complaint involving the alleged violation, misinterpretation or misapplication of this Agreement.

13.022 "Grievant" means an identified bargaining unit member or members filing a grievance or the Association. In the case of an Association grievance, the identity of those individual members allegedly affected will be disclosed upon request no later than Step II.

13.023 "Days" under this Article means teacher work days except for summer vacation when days shall mean weekdays excluding holidays.

13.03 Rights of the Grievant and the Association

- 13.031 A grievant may be accompanied at all steps of the grievance procedure by a representative of the Association.
- 13.032 The purpose of these procedures is to secure at the lowest level Administrator having authority to resolve the grievance, equitable solutions to grievances. All parties agree that grievances will be kept as confidential as is appropriate, processed as expeditiously as possible.
- 13.033 The immediate supervisor may be passed if the immediate supervisor determines that he/she does not have jurisdiction in the grievance.
- 13.034 The grievant and the Association President shall receive prior notice of each meeting held to resolve a grievance formally filed. Decisions rendered at each formal level will be made in writing on Appendix F and will be transmitted promptly to the grievant and the Association President.
- 13.035 The Association may withdraw its support of a grievance at anytime.

13.04 Time Limits

- 13.041 The number of days indicated at each step is considered a maximum.
- 13.042 If the grievant does not file a written grievance within twenty (20) days of the date when the grievant knew or should have known of the occurrence of the act or conditions on which the grievance is based, then the grievance shall be considered waived.
- 13.043 If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance shall be deemed settled on the basis of disposition at that level and further appeal shall be barred.
- 13.044 Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next level.
- 13.045 All notices of hearings, dispositions of grievances, written grievances and appeals shall be in writing and hand delivered or mailed.
- 13.046 Every effort will be made to process grievances to a satisfactory conclusion by the end of the school year.
- 13.047 Meetings 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.

13.05 Grievance Procedure

13.051 Informal Procedure

A bargaining unit member who feels he/she has a grievance and/or the Association shall first meet informally with the principal or immediate superior in an effort to resolve the problem. This may be the principal, immediate supervisor or the Superintendent. The grievant must announce that this meeting is intended to be the informal step of the grievance procedure.

13.052 Formal Procedure

Step I: Immediate Supervisor

If the grievance is not resolved at the informal step, the grievant may within twenty (20) days of the knowledge of when the grievant knew or should have known of the occurrence of the act or conditions on which the grievance is based submit a formal grievance to his/her immediate supervisor. The grievant shall set forth on the appropriate form (Appendix F), the date of the alleged grievance and the informal grievance meeting, a description of the facts supporting the grievance, the Article or Articles allegedly violated, and the nature of the relief sought by the grievant. Within five (5) days of receipt of the formal grievance the immediate supervisor shall meet with the grievant if necessary and then write a disposition of the grievance with a copy to the grievant, the Association President and the Superintendent.

Step II: Superintendent

If the grievant is not satisfied with the disposition of the grievance in Step One, the grievant may submit the grievance in writing to the Superintendent/designee within five (5) days of receipt of its disposition at Step One level. Within seven (7) days of receipt of the grievance form, the Superintendent/designee shall meet with the grievant and then write a disposition of the grievance with a copy to the grievant, Association President, and to the immediate supervisor.

Step III: Board of Education

If the grievant is not satisfied with the disposition made by the Superintendent, then the grievant may submit the grievance to the Board through the Superintendent within five (5) days after receiving in writing, the disposition by the Superintendent.

The Board shall meet with the grievant for the purpose of reviewing such grievance. The meeting shall be held in executive session unless otherwise required by law. Such meeting shall be held no later than the next regular scheduled Board meeting after receipt by the Superintendent of Step Three grievance. The disposition of the grievance shall be written by the Board and given to the grievant by the President of the Board ten (10) days following the meeting with the grievant.

Step IV: Binding Arbitration

If the grievant is not satisfied with the Level Three decision, the grievant may request, within twenty (20) days of receipt of the Level Three decision, that the Association file a demand for arbitration with the Superintendent and the American Arbitration Association. The parties shall select the arbitrator in accordance with the Voluntary Rules of the American Arbitration Association. The Arbitration shall be conducted pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association. The decision of the arbitrator shall be binding upon the parties. In rendering his/her decision the arbitrator shall not add to, subtract from, or in any way modify the provisions of this Agreement. The arbitrator's decision shall not be binding if determined to be contrary to law by a court of competent jurisdiction. All costs associated with the arbitration (administrative and arbitrator fees, room charges and court reporter), shall be equally shared by the Board and the Association.

13.06 Miscellaneous

Nothing contained in this procedure shall be construed as limiting the individual right of a bargaining unit member having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication.

ARTICLE XIV RETIRED TEACHERS

14.01 Retired teacher re-employment

A teacher retired under the State Teachers Retirement System may be reemployed by the Board under the following conditions:

- 14.011 For initial placement purposes on the teachers' salary schedule, the bargaining unit member shall receive three (3) years of service credit. Additionally, the member shall receive all proper educational credit for horizontal placement on the salary schedule. The member shall receive experience/education credit as is appropriate for each year of re-

employment with the Board.

- 14.012 Bargaining unit members employed pursuant to this provision shall receive one year limited contracts and shall not be eligible to receive continuing contracts regardless of their years of service or license held. These members shall also be eligible to apply for one (1) year only, co-curricular supplemental positions.
- 14.013 Each one year limited contract, including co-curricular supplemental positions, shall automatically expire upon completion of the year and it is not necessary for the Board neither to conduct evaluations in accordance with this Agreement or ORC 3319.111 nor to take formal action to not reemploy the bargaining unit member pursuant to ORC 3319.11 in order to terminate the employment relationship. The employment relationship shall end upon expiration of the contract.
- 14.014 Bargaining unit members employed pursuant to this provision are not entitled to or eligible to receive any severance benefits or participate in any retirement incentive program provided by the Board.
- 14.015 Bargaining unit members employed pursuant to this provision shall not be eligible for any of the insurance plans offered by the Board and shall not seek inclusion in any of the insurance plans offered by the Board.
- 14.016 Bargaining unit members employed pursuant to this provision shall receive sick leave and personal leave (including attendance bonus) in accordance with the terms of this Agreement. Retired members employed by the Board shall not be eligible for sabbatical leave; however, they are eligible for benefits of professional meetings, in-service meetings, association leave and family and medical leave as provided by this Agreement. In no event shall leave extend beyond the retiree's employment contract term.
- 14.017 Retired bargaining unit members employed by the Board shall have zero seniority in the bargaining unit and shall not accumulate seniority for any purpose. These members shall have neither the right to displace or bump, nor any right to recall in the event of a reduction in force.
- 14.018 Retired bargaining unit members may be evaluated at least once during the school year. However, any timelines and/or dates specified in Article XI Evaluation do not apply to the evaluation process for members employed under the terms of this Article.

14.02 Supremacy Clause

Pursuant to the authority provided by ORC 4117.10, and the extent that issues addressed in this article are contrary to or in conflict with Ohio law, the issues

addressed in this provision shall supersede and replace the statutory law of Ohio pertaining to that issue. Also, the provisions of this Article supersede and prevail over any inconsistent terms that may appear elsewhere in this Agreement.

ARTICLE XV EFFECTS OF AGREEMENT

15.01 Equal Opportunity

The Board shall be an equal opportunity employer. The Board and the Association shall not discriminate against any applicant or bargaining unit member in terms of wages, hours, assignment, reassignment, layoff or suspension or other terms and conditions of employment on the basis of race, religion, color, national origin, sex, age, disability, or marital status.

15.02 Conflict with Law

If any provision of this Agreement is found by a court of competent jurisdiction to conflict with any state or federal law, regulation, ruling or order, now or hereafter enacted or issued, and such provision, is therefore deemed inoperative, the remaining provisions hereof shall nevertheless remain in full force and effect. The parties agree to meet within ten (10) calendar days of the notice of any such court ruling in an attempt to resolve any remaining issues.

15.03 Entire Agreement Clause

This Agreement supersedes and cancels all previous agreements, verbal or written, between the Board and the Association and constitutes the entire agreement between the parties.

15.04 Agreement Reproduction

Copies of this Agreement will be printed and distributed to each bargaining unit member now or hereafter employed. The cost of doing so shall be shared by the Board and the Association.

15.05 Days Defined

Unless otherwise indicated, the term "days" shall mean calendar days.

15.06 Availability of Board Policies

Board policies will be made available to bargaining unit members by placing them in each principal's office or on the District's website.

**ARTICLE XVI
DRUG FREE WORK PLACE**

16.01 Drug Free Work Place Policy

- 16.011 No bargaining unit member of the District while directly engaged in the performance of work shall unlawfully manufacture, distribute, dispense, possess, or use on or in the premises, any drug, amphetamine, barbiturate, marijuana or any other controlled substances as defined in schedules I through V of Section 202 of the Controlled Substances Act 9 21 U.S.C. 812 and as further defined by regulation at 21 C.F.R. 1300.11 through 1300.15.
- 16.012 As a condition of employment, each bargaining unit member who is directly engaged in the performance of work shall abide by the terms of this policy.
- 16.013 "Work place" as used in this policy is defined as the site for the performance of work done. Work place, therefore, includes District school building or any school premises; any school owned vehicle or any other school approved vehicle used to transport students to and from school or school activities; off-school property during any school sponsored or school approved activity, event, or function, including but not limited to field trips (including in or out of country summer trips) or athletic events, where students are under the jurisdiction of the District and/or its staff.
- 16.014 As a condition of employment, each bargaining unit member shall notify his or her supervisor of his or her conviction of a criminal drug statute for a violation occurring in the workplace as defined above. Such notification shall be provided no later than five (5) days after a conviction. This Board shall, within ten (10) days after receiving such notice from a member or otherwise receiving actual notice, notify the appropriate federal agency of such conviction.
- 16.015 Within thirty (30) days of receiving notice of the conviction of a criminal drug statute by any bargaining unit member, this Board shall either: 1) take appropriate personnel action against such member for just cause up to and including termination; or 2) require such member to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement or other appropriate agency.
- 16.016 The term "conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.
- 16.017 The term "criminal drug statute" means a criminal statute involving the manufacture, distribution, dispensation, use, or possession of any

controlled substance.

- 16.018 This Board shall establish a drug-free awareness program to inform bargaining unit members about: 1) the dangers of drug abuse in the work place; 2) the Board's Policy of maintaining a drug-free work place; 3) any available drug counseling, rehabilitation, and employee assistance programs; and 4) the penalties that may be imposed upon members for drug abuse violations occurring in the work place.

ARTICLE XVII RESIDENT EDUCATOR PROGRAM

17.01 Purpose

The Resident Education Program for beginning teachers licensed after January 1, 2011, is for the purpose of providing educators with coaching, mentoring and guidance that are critical to improving their skills and knowledge and student achievement. The Resident Educator Program will be a Program administrated and funded by the Board.

This program shall be separate from and shall not replace the negotiated employee evaluation system.

17.02 Definitions

- a. Resident Educator Program

The four-year program is designed to provide newly licensed Ohio educators quality mentoring and guidance. Successful completion of the residency program is required to advance to a five-year professional educator license.

- b. Mentor

A Mentor is a teacher trained and assigned to provide professional support to a Resident Educator following the guidelines and protocols of the Resident Educator Program.

- c. Resident Educator

A Resident Educator is a teacher employed under a resident educator license.

- d. Formative Assessment

Formative assessment – is diagnostic and designed to yield information that will help teachers identify specific areas for skill enhancement.

Formative assessment consists of collaboration among professionals to provide adequate feedback and assistance to support the growth of individual professional achievement.

17.03 Mentors

17.031 Qualifications

- a. The Mentor Teacher must have Continuing Contract status and have a minimum of three (3) consecutive years of teaching experience in the District.
- b. The Mentor Teacher must be trained to act as a mentor through the Ohio Department of Education Instructional Mentoring Program.
- c. The Mentor Teacher must hold a valid teaching certificate/license and may be assigned to Resident Educators with the same area of certification/licensure.
- d. The Mentor must have demonstrated the ability to work cooperatively and effectively with the professional staff members and have extensive knowledge of and proven experience in implementing a variety of classroom management and instructional techniques.

17.032 Selection of Mentor Teachers

Selection for Mentor Teacher positions shall be made by the Superintendent. Should no Mentor be available in the area of certification/licensure, the Superintendent may assign a Mentor from within the grade level or subject area most closely related to that of the Resident Educator.

17.04 Compensation

In addition to the mutually agreed upon release time, each Mentor Teacher shall receive a supplemental stipend as set forth in Appendix B, Supplemental Contracts. In addition, the Board will pay all training fees required for Mentor Teachers to receive the mandatory ODE State mentor training.

17.05 General Provisions

- 17.051 Other than a notation to the effect that a teacher served as a Mentor Teacher, the teacher's activities as a Mentor Teacher shall not be part of that staff member's evaluation

- 17.052 No Resident Educator shall be required to remain in a resident educator program after advancing to a professional educator license.
- 17.053 Mentor Teachers shall not participate in the District's evaluation of any Resident Educator.
- 17.054 Mentor Teacher shall not be requested or directed to make any recommendation regarding the continued employment of the Resident Educator.
- 17.055 No Mentor Teacher shall be requested or directed to divulge information from the written documentation or confidential Mentor/Resident Educator discussions. Any violation of this tenet by the Mentor Teacher shall constitute grounds for immediate removal from his/her role as Mentor Teacher.
- 17.056 At any time, either the Mentor Teacher or the Resident Educator may request to have a new Mentor assigned. The Mentor and Resident Educator must operate in a trusting and comfortable relationship; therefore, no specifics shall be given as to the request or granting of this option and no prejudice or evaluation is to be given any such change.
- 17.057 All members of the Committee, Mentor Teachers and Resident Educators shall keep confidential all discussions, actions, materials and other information to the extent permitted by law.
- 17.058 Mentor Teachers shall communicate directly with the Resident Educators and shall not discuss/report the performance and progress of the Resident Educator with any administrator, assessor, or other teacher.

ARTICLE XVIII ASSOCIATION RIGHTS

18.01 Association Rights

The Board hereby recognizes the Association, as an affiliate of the Ohio Education Association and the National Education Association, as the sole and exclusive bargaining representative for all the certified/licensed staff employed or to be employed under regular teaching contracts.

18.011 Leave to Conduct Association Business

- a. The Superintendent shall grant an accumulative total of up to eight (8) days leave per school year, for bargaining unit members to conduct Association business.
- b. The President of the Association shall notify the Superintendent five (5) work days in advance of the day the bargaining unit

member(s) shall be absent. However, in the case of an emergency, notice to the Superintendent shall be made as far in advance of the absence as is possible in order that proper arrangements for handling the duties of the member(s) can be made.

18.012 Access to Members for Association Business

Representatives of the Association will have access to all bargaining unit members, provided that the exercise of this right does not interfere with the educational program.

18.013 Right to Information

The President of the Association shall be provided with copies of minutes of official public meetings of the Board and the official agenda of the meeting. All other documents that Board members receive, that are distributed to Board members at official meetings of the Board will be provided upon request with the exception of the following:

- a. Materials, the release of which is prohibited by law;
- b. Materials given to Board members which do not have to do with the meeting or future Board action.

18.014 The Association will be provided with the name and address of a newly employed bargaining unit member as soon as such information is available.

18.015 Right to Use Board Property

- a. The Association will have the right to use school buildings without cost for meetings at reasonable times as determined by the Superintendent and provided that such use does not interfere with the educational program of the District.
- b. The Association will have the right to place an Association identification on the mailboxes of all members of the Association and to place notices, circulars and other material in the mailboxes of all bargaining unit members.
- c. The Association will have the right to use the inter-school mail system to distribute material of the type described above.
- d. Bulletin board space will be made available to the Association for its exclusive use in the faculty room in each school building.

18.016 No Reprisal

There will be no reprisals of any kind taken against a bargaining unit member by reason of his/her membership in the Association or participation in any of its activities.

18.02 Fair Share Fee

- 18.021 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.¹ 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.
- 18.022 The notice of the amount of the annual Fair Share Fee, which shall not be more than one hundred (100%) percent of the unified dues of the UEP (BRTA, NEOEA, UniServ, OEA, NEA) dues of the Association, shall be transmitted by the Association to the Board's Treasurer by October 5 of each year during the term of this Agreement for the purpose of determining the amounts to be payroll-deducted. The Association shall also transmit to the Board's Treasurer by October 5 the names of the teachers who have elected not to join the Association (those who will be paying a fair share fee). The Board's Treasurer will deduct the fair share fee from the paychecks of the teachers who elect not to join the Association beginning with the first paycheck in February. The annual fair share fee amount shall be deducted in substantially equal payments for the remainder of the paychecks for that school year.
- 18.023 The Board's Treasurer shall inform the Association when there is a newly-hired teacher after the school year begins within five (5) calendar days of that teacher being hired. If that teacher elects not to join the Association, the Association shall inform the Board's Treasurer of that within thirty (30) days of that teacher's date of hire and shall also inform the Board's Treasurer as to that teacher's annual fair share fee. Payroll deductions, in substantially equal amounts, shall commence on the first payday after the later of sixty (60) days of employment or the first paycheck in February.
- 18.024 The Fair Share Fee shall be the responsibility of the Association to prescribe an internal procedure to determine a rebate, if any, for nonmembers which conforms to the provisions of Section 4117.09 (C)

¹ This provision shall not apply to any bargaining unit member who, as of September 1, 2005, were not members of the Association and it is expressly agreed that these individuals will never be required to pay a fair share fee.

of the Ohio Revised Code.

- 18.025 No teacher is required to become a member of the Association.
- 18.026 The Association recognizes its obligation to fairly and equitably represent all teachers whether or not they are members of the Association.
- 18.027 The Association agrees to indemnify and hold the Board harmless from any payments, judgments, costs, or expenses incurred as a result of the implementation and enforcement of this provision provided that (1) the Board shall give ten (10) days written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed; and (2) the Board acted in good faith compliance with the Fair Share Fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such Fair Share Fee provision herein.
- a. The Association reserves the right to designate counsel to represent and defend the Board; provided however that the Board reserves the right to employ co-counsel at its own expense.
 - b. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs *amicus curiae* in the action.

ARTICLE XIX MANAGEMENT RIGHTS

- 19.01 The Board hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio and of the United States, including but without limitation all of the rights identified in O.R.C. Section 4117.08. These include the right to:
- 19.011 Determine matters of inherent managerial policy, as provided in O.R.C. Sections 3313.47 and 3313.20 of the Ohio Revised Code, which include, but are not limited to, areas of discretion or policy such as functions and programs of the public employer, standards of service, its overall budget, utilization of technology, and organizational structure;
- 19.012 Direct, supervise evaluate or hire employees;

- 19.013 Determine the overall methods, process, means or personnel by which governmental operations are to be conducted;
 - 19.014 Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote or retain employees;
 - 19.015 Determine the adequacy of the work force;
 - 19.016 Determine the overall mission of the employer as a unit of government;
 - 19.017 Effectively manage the work force;
 - 19.018 Take action to carry out the mission of the public employer as a governmental unit.
- 19.02 The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection herewith shall be limited only by the specific and express terms of this contract and Ohio statutes; and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Ohio and the rules and regulations promulgated by the Ohio State Board of Education and the Constitution and laws of the United States. Pursuant to this provision, the parties hereby agree that the Board shall not be permitted to exercise any management rights which alter or modify an existing provision of this Agreement. The parties also hereby agree and understand that the Board shall have the right to implement any management rights not specifically addressed in the collective bargaining agreement provided that the Board engages in good faith negotiations with the Union prior to implementation.

ARTICLE XX
FILING AND MAINTENANCE OF CERTIFICATES/LICENSES

- 20.01 Bargaining unit members shall be responsible for filing with the Superintendent or his/her designee all certificates/licenses issued to the member by the Ohio Department of Education within fifteen (15) days of receipt of such certificates/licenses. No right or privilege shall be asserted by a member by reason of any certificate/license not filed by the member as provided herein.
- 20.02 All bargaining unit members shall keep current and file with the Superintendent or his/her designee all certificates/licenses held at the time of initial employment by the Board and all certificates/licenses received after such employment. If a member permits a certificate(s)/license(s) to expire without renewal, placement on the seniority list is waived for that area(s) of certification/licensure. It shall be the responsibility of each member to apply and qualify for the renewal of any certificate/license in a timely fashion and to file such certificate/license as herein provided.

**ARTICLE XXI
DURATION**

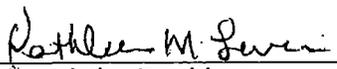
21.01 Duration

All provisions of this Agreement shall become effective from June 30, 2013 through June 29, 2017. The Union and Association recognize and agree that the last year of this contract, June 30, 2016, through June 29, 2017, constitutes a one year extension of this labor contract.

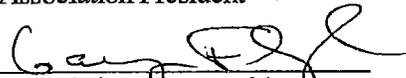
21.02 Certification of Ratification

Ratification of the foregoing Agreement between the parties is attested to by the representatives whose signatures appear below:

FOR THE ASSOCIATION:



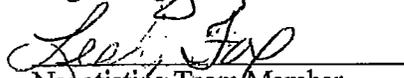
Association President



Association Vice President



Negotiating Team Member

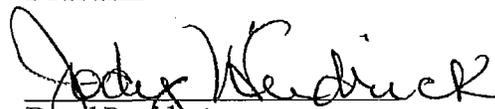


Negotiating Team Member

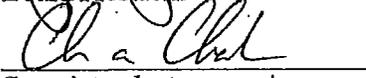


Negotiating Team Member

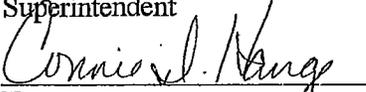
FOR THE BOARD:



Board President



Superintendent



Treasurer

Black River

Certified Staff Salary Schedule**June 30, 2013 - December 31, 2014**

BASE INCREASE 0.00%

BASE SALARY \$ 34,101

YEARS	BA	BA+150	MA	MA+15	MA+30
0	1.0000 \$ 34,101	1.0400 \$ 35,465	1.0850 \$ 37,000	1.1350 \$ 38,705	1.1850 \$ 40,410
1	1.0400 \$ 35,465	1.0850 \$ 37,000	1.1350 \$ 38,705	1.1850 \$ 40,410	1.2350 \$ 42,115
2	1.0800 \$ 36,829	1.1300 \$ 38,534	1.1850 \$ 40,410	1.2350 \$ 42,115	1.2850 \$ 43,820
3	1.1200 \$ 38,193	1.1750 \$ 40,069	1.2350 \$ 42,115	1.2850 \$ 43,820	1.3350 \$ 45,525
4	1.1600 \$ 39,557	1.2200 \$ 41,603	1.2850 \$ 43,820	1.3350 \$ 45,525	1.3850 \$ 47,230
5	1.2000 \$ 40,921	1.2650 \$ 43,138	1.3350 \$ 45,525	1.3850 \$ 47,230	1.4350 \$ 48,935
6	1.2450 \$ 42,456	1.3150 \$ 44,843	1.3900 \$ 47,400	1.4400 \$ 49,105	1.4900 \$ 50,810
7	1.2900 \$ 43,990	1.3650 \$ 46,548	1.4450 \$ 49,276	1.4950 \$ 50,981	1.5450 \$ 52,686
8	1.3350 \$ 45,525	1.4150 \$ 48,253	1.5000 \$ 51,152	1.5500 \$ 52,857	1.6000 \$ 54,562
9	1.3800 \$ 47,059	1.4650 \$ 49,958	1.5550 \$ 53,027	1.6050 \$ 54,732	1.6550 \$ 56,437
10	1.4250 \$ 48,594	1.5150 \$ 51,663	1.6100 \$ 54,903	1.6600 \$ 56,608	1.7100 \$ 58,313
11	1.4700 \$ 50,128	1.5650 \$ 53,368	1.6650 \$ 56,778	1.7150 \$ 58,483	1.7650 \$ 60,188
12	1.5150 \$ 51,663	1.6150 \$ 55,073	1.7200 \$ 58,654	1.7700 \$ 60,359	1.8200 \$ 62,064
13	1.5600 \$ 53,198	1.6650 \$ 56,778	1.7750 \$ 60,529	1.8250 \$ 62,234	1.8750 \$ 63,939
14	1.6050 \$ 54,732	1.7150 \$ 58,483	1.8300 \$ 62,405	1.8800 \$ 64,110	1.9300 \$ 65,815
15	1.6500 \$ 56,267	1.7650 \$ 60,188	1.8850 \$ 64,280	1.9350 \$ 65,985	1.9850 \$ 67,690
19	1.6700 \$ 56,949	1.7800 \$ 60,700	1.9400 \$ 66,156	1.9850 \$ 67,690	2.0400 \$ 69,566
23	1.6950 \$ 57,801	1.8100 \$ 61,723	1.9950 \$ 68,031	2.0400 \$ 69,566	2.0950 \$ 71,442
26	1.7400 \$ 59,336	1.8550 \$ 63,257	2.0500 \$ 69,907	2.0950 \$ 71,442	2.1500 \$ 73,317

Black River

Certified Staff Salary Schedule**January 1, 2015 - June 30, 2015**

BASE INCREASE 1.00%

BASE SALARY \$ 34,442

YEARS	BA	BA+150	MA	MA+15	MA+30
0	1.0000 \$ 34,442	1.0400 \$ 35,820	1.0850 \$ 37,370	1.1350 \$ 39,092	1.1850 \$ 40,814
1	1.0400 \$ 35,820	1.0850 \$ 37,370	1.1350 \$ 39,092	1.1850 \$ 40,814	1.2350 \$ 42,536
2	1.0800 \$ 37,197	1.1300 \$ 38,919	1.1850 \$ 40,814	1.2350 \$ 42,536	1.2850 \$ 44,258
3	1.1200 \$ 38,575	1.1750 \$ 40,469	1.2350 \$ 42,536	1.2850 \$ 44,258	1.3350 \$ 45,980
4	1.1600 \$ 39,953	1.2200 \$ 42,019	1.2850 \$ 44,258	1.3350 \$ 45,980	1.3850 \$ 47,702
5	1.2000 \$ 41,330	1.2650 \$ 43,569	1.3350 \$ 45,980	1.3850 \$ 47,702	1.4350 \$ 49,424
6	1.2450 \$ 42,880	1.3150 \$ 45,291	1.3900 \$ 47,874	1.4400 \$ 49,596	1.4900 \$ 51,319
7	1.2900 \$ 44,430	1.3650 \$ 47,013	1.4450 \$ 49,769	1.4950 \$ 51,491	1.5450 \$ 53,213
8	1.3350 \$ 45,980	1.4150 \$ 48,735	1.5000 \$ 51,663	1.5500 \$ 53,385	1.6000 \$ 55,107
9	1.3800 \$ 47,530	1.4650 \$ 50,458	1.5550 \$ 53,557	1.6050 \$ 55,279	1.6550 \$ 57,002
10	1.4250 \$ 49,080	1.5150 \$ 52,180	1.6100 \$ 55,452	1.6600 \$ 57,174	1.7100 \$ 58,896
11	1.4700 \$ 50,630	1.5650 \$ 53,902	1.6650 \$ 57,346	1.7150 \$ 59,068	1.7650 \$ 60,790
12	1.5150 \$ 52,180	1.6150 \$ 55,624	1.7200 \$ 59,240	1.7700 \$ 60,962	1.8200 \$ 62,684
13	1.5600 \$ 53,730	1.6650 \$ 57,346	1.7750 \$ 61,135	1.8250 \$ 62,857	1.8750 \$ 64,579
14	1.6050 \$ 55,279	1.7150 \$ 59,068	1.8300 \$ 63,029	1.8800 \$ 64,751	1.9300 \$ 66,473
15	1.6500 \$ 56,829	1.7650 \$ 60,790	1.8850 \$ 64,923	1.9350 \$ 66,645	1.9850 \$ 68,367
19	1.6700 \$ 57,518	1.7800 \$ 61,307	1.9400 \$ 66,817	1.9850 \$ 68,367	2.0400 \$ 70,262
23	1.6950 \$ 58,379	1.8100 \$ 62,340	1.9950 \$ 68,712	2.0400 \$ 70,262	2.0950 \$ 72,156
26	1.7400 \$ 59,929	1.8550 \$ 63,890	2.0500 \$ 70,606	2.0950 \$ 72,156	2.1500 \$ 74,050

Black River

Certified Staff Salary Schedule**July 1, 2015 - June 30, 2016**

BASE INCREASE 1.00%

BASE SALARY \$ 34,786

YEARS	BA	BA+150	MA	MA+15	MA+30
0	1.0000 \$ 34,786	1.0400 \$ 36,178	1.0850 \$ 37,743	1.1350 \$ 39,483	1.1850 \$ 41,222
1	1.0400 \$ 36,178	1.0850 \$ 37,743	1.1350 \$ 39,483	1.1850 \$ 41,222	1.2350 \$ 42,961
2	1.0800 \$ 37,569	1.1300 \$ 39,309	1.1850 \$ 41,222	1.2350 \$ 42,961	1.2850 \$ 44,701
3	1.1200 \$ 38,961	1.1750 \$ 40,874	1.2350 \$ 42,961	1.2850 \$ 44,701	1.3350 \$ 46,440
4	1.1600 \$ 40,352	1.2200 \$ 42,439	1.2850 \$ 44,701	1.3350 \$ 46,440	1.3850 \$ 48,179
5	1.2000 \$ 41,744	1.2650 \$ 44,005	1.3350 \$ 46,440	1.3850 \$ 48,179	1.4350 \$ 49,919
6	1.2450 \$ 43,309	1.3150 \$ 45,744	1.3900 \$ 48,353	1.4400 \$ 50,092	1.4900 \$ 51,832
7	1.2900 \$ 44,874	1.3650 \$ 47,483	1.4450 \$ 50,266	1.4950 \$ 52,006	1.5450 \$ 53,745
8	1.3350 \$ 46,440	1.4150 \$ 49,223	1.5000 \$ 52,180	1.5500 \$ 53,919	1.6000 \$ 55,658
9	1.3800 \$ 48,005	1.4650 \$ 50,962	1.5550 \$ 54,093	1.6050 \$ 55,832	1.6550 \$ 57,572
10	1.4250 \$ 49,571	1.5150 \$ 52,701	1.6100 \$ 56,006	1.6600 \$ 57,745	1.7100 \$ 59,485
11	1.4700 \$ 51,136	1.5650 \$ 54,441	1.6650 \$ 57,919	1.7150 \$ 59,659	1.7650 \$ 61,398
12	1.5150 \$ 52,701	1.6150 \$ 56,180	1.7200 \$ 59,833	1.7700 \$ 61,572	1.8200 \$ 63,311
13	1.5600 \$ 54,267	1.6650 \$ 57,919	1.7750 \$ 61,746	1.8250 \$ 63,485	1.8750 \$ 65,225
14	1.6050 \$ 55,832	1.7150 \$ 59,659	1.8300 \$ 63,659	1.8800 \$ 65,398	1.9300 \$ 67,138
15	1.6500 \$ 57,398	1.7650 \$ 61,398	1.8850 \$ 65,572	1.9350 \$ 67,312	1.9850 \$ 69,051
19	1.6700 \$ 58,093	1.7800 \$ 61,920	1.9400 \$ 67,486	1.9850 \$ 69,051	2.0400 \$ 70,964
23	1.6950 \$ 58,963	1.8100 \$ 62,963	1.9950 \$ 69,399	2.0400 \$ 70,964	2.0950 \$ 72,878
26	1.7400 \$ 60,528	1.8550 \$ 64,529	2.0500 \$ 71,312	2.0950 \$ 72,878	2.1500 \$ 74,791

Black River

Certified Staff Salary Schedule**July 1, 2016 - June 29, 2017**

BASE INCREASE 1.00%

BASE SALARY \$ 35,134

YEARS	BA	BA+150	MA	MA+15	MA+30
0	1.0000 \$ 35,134	1.0400 \$ 36,540	1.0850 \$ 38,121	1.1350 \$ 39,877	1.1850 \$ 41,634
1	1.0400 \$ 36,540	1.0850 \$ 38,121	1.1350 \$ 39,877	1.1850 \$ 41,634	1.2350 \$ 43,391
2	1.0800 \$ 37,945	1.1300 \$ 39,702	1.1850 \$ 41,634	1.2350 \$ 43,391	1.2850 \$ 45,148
3	1.1200 \$ 39,350	1.1750 \$ 41,283	1.2350 \$ 43,391	1.2850 \$ 45,148	1.3350 \$ 46,904
4	1.1600 \$ 40,756	1.2200 \$ 42,864	1.2850 \$ 45,148	1.3350 \$ 46,904	1.3850 \$ 48,661
5	1.2000 \$ 42,161	1.2650 \$ 44,445	1.3350 \$ 46,904	1.3850 \$ 48,661	1.4350 \$ 50,418
6	1.2450 \$ 43,742	1.3150 \$ 46,202	1.3900 \$ 48,837	1.4400 \$ 50,593	1.4900 \$ 52,350
7	1.2900 \$ 45,323	1.3650 \$ 47,958	1.4450 \$ 50,769	1.4950 \$ 52,526	1.5450 \$ 54,282
8	1.3350 \$ 46,904	1.4150 \$ 49,715	1.5000 \$ 52,701	1.5500 \$ 54,458	1.6000 \$ 56,215
9	1.3800 \$ 48,485	1.4650 \$ 51,472	1.5550 \$ 54,634	1.6050 \$ 56,391	1.6550 \$ 58,147
10	1.4250 \$ 50,066	1.5150 \$ 53,228	1.6100 \$ 56,566	1.6600 \$ 58,323	1.7100 \$ 60,080
11	1.4700 \$ 51,647	1.5650 \$ 54,985	1.6650 \$ 58,499	1.7150 \$ 60,255	1.7650 \$ 62,012
12	1.5150 \$ 53,228	1.6150 \$ 56,742	1.7200 \$ 60,431	1.7700 \$ 62,188	1.8200 \$ 63,944
13	1.5600 \$ 54,809	1.6650 \$ 58,499	1.7750 \$ 62,363	1.8250 \$ 64,120	1.8750 \$ 65,877
14	1.6050 \$ 56,391	1.7150 \$ 60,255	1.8300 \$ 64,296	1.8800 \$ 66,052	1.9300 \$ 67,809
15	1.6500 \$ 57,972	1.7650 \$ 62,012	1.8850 \$ 66,228	1.9350 \$ 67,985	1.9850 \$ 69,742
19	1.6700 \$ 58,674	1.7800 \$ 62,539	1.9400 \$ 68,161	1.9850 \$ 69,742	2.0400 \$ 71,674
23	1.6950 \$ 59,553	1.8100 \$ 63,593	1.9950 \$ 70,093	2.0400 \$ 71,674	2.0950 \$ 73,606
26	1.7400 \$ 61,134	1.8550 \$ 65,174	2.0500 \$ 72,025	2.0950 \$ 73,606	2.1500 \$ 75,539

Black River
Certified Staff Salary Index

YEARS	BA	BA+150	MA	MA+15	MA+30
0	1.0000	1.0400	1.0850	1.1350	1.1850
1	1.0400	1.0850	1.1350	1.1850	1.2350
2	1.0800	1.1300	1.1850	1.2350	1.2850
3	1.1200	1.1750	1.2350	1.2850	1.3350
4	1.1600	1.2200	1.2850	1.3350	1.3850
5	1.2000	1.2650	1.3350	1.3850	1.4350
6	1.2450	1.3150	1.3900	1.4400	1.4900
7	1.2900	1.3650	1.4450	1.4950	1.5450
8	1.3350	1.4150	1.5000	1.5500	1.6000
9	1.3800	1.4650	1.5550	1.6050	1.6550
10	1.4250	1.5150	1.6100	1.6600	1.7100
11	1.4700	1.5650	1.6650	1.7150	1.7650
12	1.5150	1.6150	1.7200	1.7700	1.8200
13	1.5600	1.6650	1.7750	1.8250	1.8750
14	1.6050	1.7150	1.8300	1.8800	1.9300
15	1.6500	1.7650	1.8850	1.9350	1.9850
19	1.6700	1.7800	1.9400	1.9850	2.0400
23	1.6950	1.8100	1.9950	2.0400	2.0950
26	1.7400	1.8550	2.0500	2.0950	2.1500

SUPPLEMENTAL CONTRACTS		2014-15	2015-16	2016-17
		34,101	34,786	35,134
<i>Academic (Non-Athletic) Advisors</i>				
Academic Challenge Advisor HS	0.0300	1,023	1,044	1,054
Academic Challenge Advisor MS	0.0100	341	348	351
Asst. Marching Band & Concert Band Adv.	0.0550	1,876	1,913	1,932
Asst. Drama Advisor	0.0250	853	870	878
Choir Accompanist	0.0100	341	348	351
Choir Advisor	0.0450	1,535	1,565	1,581
Drama Advisor	0.0450	1,535	1,565	1,581
Elementary Accelerated Reader Coordinator	0.0100	341	348	351
Elementary Student Council	0.0100	341	348	351
Elementary Yearbook	0.0100	341	348	351
Flagline	0.0325	1,108	1,131	1,142
Freshman Class Advisor	0.0300	1,023	1,044	1,054
High School Annual Advisor	0.1000	3,410	3,479	3,513
High School Student Council Advisor	0.0300	1,023	1,044	1,054
Junior Class/Prom Advisor	0.0500	1,705	1,739	1,757
K-4 Choir Advisor	0.0350	1,194	1,218	1,230
Local Professional Development Committee	0.0450	1,535	1,565	1,581
Local Professional Development Committee	0.0450	1,535	1,565	1,581
Local Professional Development Committee	0.0450	1,535	1,565	1,581
Marching and Concert Band Advisor	0.1650	5,627	5,740	5,797
Majorette Advisor	0.0300	1,023	1,044	1,054
Middle School Annual Advisor (Year Book)	0.0300	1,023	1,044	1,054
Middle School Student Council Advisor	0.0300	1,023	1,044	1,054
National Honor Society	0.0300	1,023	1,044	1,054
National Junior Honor Society	0.0100	341	348	351
Percussion Instructor	0.0250	853	870	878
Power of the Pen Advisor	0.0300	1,023	1,044	1,054
Senior Class Advisor	0.0300	1,023	1,044	1,054
Ski Club Advisors (2)	0.0300	1,023	1,044	1,054
Sophomore Class Advisor	0.0300	1,023	1,044	1,054
Youth 4 Youth HS	0.0300	1,023	1,044	1,054
Mentor Teacher	0.0400	1,364	1,391	1,405
<i>Athletic Advisors</i>				
<i>Baseball Program</i>				
Assistant Varsity Baseball Coach	0.0725	2,472	2,522	2,547
Varsity Baseball Coach	0.1300	4,433	4,522	4,567
<i>Boys' Basketball Program</i>				
Middle School Basketball Coach	0.0725	2,472	2,522	2,547
Middle School Basketball Coach	0.0725	2,472	2,522	2,547
Freshman Basketball Coach	0.0800	2,728	2,783	2,811
Junior Varsity Basketball Coach	0.0900	3,069	3,131	3,162
Assistant Varsity Basketball Coach	0.0725	2,472	2,522	2,547
Head Varsity Basketball Coach	0.1650	5,627	5,740	5,797
<i>Girls' Basketball Program</i>				
Middle School Basketball Coach	0.0725	2,472	2,522	2,547
Middle School Basketball Coach	0.0725	2,472	2,522	2,547
Freshman Basketball coach	0.0800	2,728	2,783	2,811
Junior Varsity Basketball Coach	0.0900	3,069	3,131	3,162
Head Varsity Basketball Coach	0.1650	5,627	5,740	5,797
<i>Cheerleader Program</i>				
Varsity Cheerleader Advisor	0.0625	2,131	2,174	2,196
Junior Varsity	0.0625	2,131	2,174	2,196

SUPPLEMENTAL CONTRACTS		2014-15	2015-16	2016-17
		34,101	34,786	35,134
7th Grade	0.0325	1,108	1,131	1,142
8th Grade	0.0325	1,108	1,131	1,142
Cross Country Program				
Middle School Cross Country Coach (B&G)	0.0600	2,046	2,087	2,108
Assistant Varsity Cross Country Coach (B&G)	0.0725	2,472	2,522	2,547
Head Varsity Cross Country Coach (B&G)	0.1300	4,433	4,522	4,567
Football Program				
Middle School Football Coach	0.0725	2,472	2,522	2,547
Middle School Football Coach	0.0725	2,472	2,522	2,547
Freshman Football Coach	0.0800	2,728	2,783	2,811
Assistant Varsity Football Coach	0.0900	3,069	3,131	3,162
Assistant Varsity Football Coach	0.0900	3,069	3,131	3,162
Assistant Varsity Football Coach	0.0900	3,069	3,131	3,162
Head Varsity Football Coach	0.1650	5,627	5,740	5,797
Golf Program				
Head Varsity Golf Coach Girls and Boys	0.1300	4,433	4,522	4,567
Assistant Golf Coach	0.0725	2,472	2,522	2,547
Softball Program				
Assistant Varsity Softball Coach	0.0725	2,472	2,522	2,547
Varsity Softball Coach	0.1300	4,433	4,522	4,567
Boys' Track Program				
Middle School Track Coach	0.0725	2,472	2,522	2,547
Middle School Track Coach (#'s must be over 50)	0.0725	2,472	2,522	2,547
Assistant Varsity Track Coach	0.0725	2,472	2,522	2,547
Varsity Boys Track Coach	0.1300	4,433	4,522	4,567
Girls' Track Program				
Middle School Track Coach	0.0725	2,472	2,522	2,547
Assistant Varsity Track Coach	0.0725	2,472	2,522	2,547
Varsity Girls Track Coach	0.1300	4,433	4,522	4,567
Volleyball Program				
Middle School Volleyball Coach	0.0725	2,472	2,522	2,547
Middle School Volleyball Coach	0.0725	2,472	2,522	2,547
Freshman Volleyball Coach	0.0800	2,728	2,783	2,811
Junior Varsity Volleyball Coach	0.0800	2,728	2,783	2,811
Head Varsity Volleyball Coach	0.1650	5,627	5,740	5,797
Wrestling Program				
Assistant Middle School Wrestling Coach	0.0600	2,046	2,087	2,108
Middle School Wrestling Coach	0.0725	2,472	2,522	2,547
Assistant Varsity Wrestling Coach	0.0800	2,728	2,783	2,811
Assistant Varsity Wrestling Coach	0.0800	2,728	2,783	2,811
Head Varsity Wrestling Coach	0.1650	5,627	5,740	5,797
Weight Room Coordinator	0.0300	1,023	1,044	1,054

Date _____

APPENDIX C

BLACK RIVER LOCAL SCHOOLS
PERSONAL LEAVE APPLICATION

I _____ intend to use

Personal Leave on _____
Date(s)

Personal Leave is intended to provide bargaining unit members with a means of dealing with urgent and unavoidable personal matters that cannot be handled except during school hours.

A bargaining unit member shall be entitled to three (3) days of paid personal leave each year during his/her regular employment period. The leave shall be granted:

- (a) Without loss of pay and other benefits
- (b) In increments of full or half day only
- (c) With no deduction from sick leave
- (d) Subject to the availability of a qualified substitute, if requested less than five (5) days (one hundred twenty (120) hours) in advance
- (e) Provided no more than five (5) bargaining unit members of any one building nor more than seven (7) bargaining unit members in the District take such leave on any one day.
- (f) Provided they are not days chargeable to sick leave
- (g) In event of emergency, Items (d) and (e) not applicable; however the Emergency Personal Leave Form, Appendix D, must be completed.
- (h) Provided the date in question is not a waiver day or other professional development day for the employee.
- (i) Provided they are not taken during the first two (2) weeks of student attendance or after May 20th.

Received by Principal/Supervisor

Date

Time

For Office Use Only: _____ Approved _____ Denied

Reason for Denial: _____

Superintendent

Date

BLACK RIVER LOCAL SCHOOL DISTRICT
EMERGENCY PERSONAL LEAVE APPLICATION

I _____ intend to use Personal Leave on _____

(date)

For the following reasons, I have been unable to provide the required five (5) days [one hundred twenty (120) hours] advanced notification for personal leave use and/or am requesting Emergency Personal Leave for a date or dates otherwise restricted by the Agreement.

Building assignment _____

Date Approved: _____
Principal/Director/Supervisor

Date Approved: _____
Superintendent

By signing this request, I verify that I could not give 5 days prior notice for my personal leave request and/or acknowledge that the request is during a restricted portion of the school year.

Signature

BLACK RIVER LOCAL SCHOOL DISTRICT
JURY LEAVE NOTIFICATION

This is to notify you that the undersigned has been called to jury duty at _____
_____ for the following
dates:

I understand that it is my obligation to provide appropriate verification that such service
was rendered as a precondition for receiving pay for dates absent due to jury duty.

Signature

Building assignment _____

GRIEVANCE PROCEDURE FORM

NAME OF GRIEVANT. _____ DATE _____

SCHOOL _____ PRINCIPAL _____

DATE GRIEVANCE OCCURRED _____ DATE OF FORMAL FILING _____

PERSON OR PERSONS TO WHOM GRIEVANCE IS DIRECTED. _____

HAVE YOU DISCUSSED THIS WITH YOUR IMMEDIATE SUPERVISOR?

YES__ NO __

NAME OF IMMEDIATE SUPERVISOR _____

DATE OF INFORMAL HEARING _____

INITIATED ON LEVEL _____

STATEMENT OF GRIEVANCE -- include a description of the facts supporting the grievance and the specific Article or Articles allegedly violated.

ACTION REQUESTED -- state the nature of the relief sought.

GRIEVANT

FORMAL PROCEDURE

DATE RECEIVED BY IMMEDIATE SUPERVISOR _____

STEP I - IMMEDIATE SUPERVISOR (FORMAL DISPOSITION)

DATE _____ SIGNATURE _____

Immediate Supervisor

Date received by Grievant _____

Copy to the Grievant,
the Superintendent,
and the Association President

Signature _____

Grievant

DATE RECEIVED BY SUPERINTENDENT/DESIGNEE _____

STEP II – SUPERINTENDENT/DESIGNEE (FORMAL DISPOSITION)

DATE _____ SIGNATURE _____

Superintendent/Designee

Date received by Grievant _____

Copy to the Grievant,
the Immediate Supervisor
Association President

Signature _____

Grievant

DATE RECEIVED BY THE SUPERINTENDENT _____

STEP III - BOARD OF EDUCATION (FORMAL DISPOSITION)

DATE _____ SIGNATURE _____

Board President

Date received by Grievant _____

Copy to the Grievant
Immediate Supervisor,
Superintendent,
and the Association President

Signature _____

Grievant

Where decision requires additional space attach pages as necessary.

VACANCY/TRANSFER FORM

To help us determine staffing for the next school year, please indicate below your intentions for the next school year.

_____ I wish to be reappointed to my present position.

_____ I do not wish to be considered for reappointment.

_____ I plan to retire at the end of this school year.

_____ I would like to be assigned to:

Building: _____

Grade/Position: _____
should an opening occur.

_____ I wish to be considered for a continuing contract [my contract is up in April; I have met the qualifications (see Section 4.03) and I have attached documentation].

_____ I am undecided at this time (I will inform the Superintendent prior to April 1, if possible).

_____ I would like to be considered as a Home Instruction Tutor, or find out more about it.

_____ I would like to be considered for the following supplemental contracts should an opening occur:

Please return this form to the Superintendent by February 28.

SIGNED: _____

SCHOOL: _____

GRADE/POSITION: _____

EMPLOYEE ASSURANCE OF
PREVIOUS EMPLOYMENT RECORD

As part of the application process for a position in the Black River Local School District, I am providing the following statement of previous employment. In this statement, I am assuring the Black River Local School District that I have not worked as a TEACHER, TUTOR, or SUBSTITUTE in any school district other than those named below.

With my signature below, I acknowledge that this statement is a complete record of previous employment as a TEACHER, TUTOR, or SUBSTITUTE. I also understand that any omission of information will be grounds for such omission from future adjustments in salary

	<u>School District of Previous Employment</u>	<u>Year(s) Taught</u>	<u>Number of Days Taught</u>
--	---	-----------------------	------------------------------

- | | | | |
|----|-------|-------|-------|
| 1. | _____ | _____ | _____ |
| 2. | _____ | _____ | _____ |
| 3. | _____ | _____ | _____ |
| 4. | _____ | _____ | _____ |
| 5. | _____ | _____ | _____ |
| 6. | _____ | _____ | _____ |
| 7. | _____ | _____ | _____ |

Employee's Signature _____

OFFICE USE ONLY

Employee's Name _____

Service Time Granted _____

Hiring Date _____

Treasurer's Signature _____

Copy to Personnel File, Payroll File and Employee