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NEGOTIATED AGREEMENT

between the

BATAVIA PROFESSIONAL EDUCATION ASSOCIATION

an affiliate of the

OHIO EDUCATION ASSOCIATION

and the

NATIONAL EDUCATION ASSOCIATION

and the

**BATAVIA LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**

Effective

SEPTEMBER 1, 2013 THROUGH AUGUST 31, 2016

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ARTICLE 1
RECOGNITION

- 1.01 The Batavia Local School Board of Education (hereinafter referred to as the "Board") recognizes the Batavia Professional Education Association (hereinafter referred to as the "Association"), an affiliate of the Ohio Education Association and the National Education Association, as the exclusive and sole professional negotiations representative for all regularly-employed licensed employees who are under contract to teach, excluding per diem substitute teachers and all other employees. For the purposes of this Agreement, the terms license and certificate shall be interchangeable.
- 1.02 The Board agrees to negotiate with and recognize the Association as the sole and exclusive bargaining agent for the bargaining unit as previously defined herein as long as it represents a majority of the bargaining unit as defined. The Association shall submit to the Board a certified list showing a majority representation of the bargaining unit on or before October 1 of each year.
- 1.03 If during the term of this contract the Association fails to represent in excess of fifty percent (50%) of those eligible to be represented by the bargaining unit, the recognition of the Association as the exclusive bargaining agent of the licensed staff shall be terminated.
- 1.04 The Association recognizes the Board as the locally elected body charged with the establishment of policy of public education in and management of the Batavia Local School District and as the employer of all personnel of such school system under State law. The agreements set forth in this Agreement between Batavia Local Board of Education and Batavia Professional Education Association shall hereinafter be referred to as the "Agreement."
- 1.05 The Agreement will in no way infringe upon nor dilute the following rights and responsibilities:
- 1.0501 Licensed teaching personnel have the right to join or not to join any organization for their professional and/or economic improvement.
- 1.0502 The Association shall not refuse to admit to membership any licensed teaching staff member of the District, on the basis of age, handicap, disability, sex, marital status, race, creed or national origin.
- 1.06 The Association recognizes that the Board has the sole responsibility for the management and control of all the public school whatever name or character in the District and is specifically delegated with the responsibility of making the rules, regulations and/or policies by which the District will be governed as provided under the Ohio Revised code; and the Superintendent is the executive officer of the Board.

ARTICLE 2 **NEGOTIATIONS PROCEDURE**

2.01 DEFINITIONS

The following definitions shall apply only to the procedures set forth:

- 2.0101 Negotiations means conferring, discussing and negotiating in good faith with respect to salary, benefits, other monetary compensation, and other economic terms and conditions of employment.
- 2.0102 Good Faith means coming to the negotiating table with the intention of giving consideration to the proposals and reasons therefore of the other party, not of dogmatically pursuing preconceived stands. Good faith requests the representative(s) of the Association and the representative(s) of the Board to be willing to react to each other's proposals and the reasons for such proposals. If a proposal is unacceptable to one of the parties, there is an obligation to give its reasons for its opposition. Good faith requires both parties to recognize the negotiations as a shared process, but the obligation of the Board's representative(s) and the Association's representative(s) to meet for the purpose of negotiations does not compel either party to agree to a proposal or require the making of a concession.
- 2.0103 Day shall be defined as a calendar day but excluding days observed as holidays by the District.
- 2.0104 Party shall be defined to mean the Association and the Board.

2.02 NEGOTIATIONS TEAMS

The Board and the Association shall each designate not more than three (3) persons to be their respective representatives for negotiations. Each party may designate representatives of its own choosing for the purposes of negotiations. Each party may designate two (2) observers to attend each session. By mutual agreement, another system of representation may be substituted.

2.03 INITIATION OF NEGOTIATIONS

- 2.0301 A written request from either party for the start of negotiations shall be submitted to the other party by February 1 of the year this contract expires. Upon receipt of said request, a mutually acceptable meeting date shall be set up which shall be no more than thirty (30) days after receipt of the request unless both parties agree to a later date.
- 2.0302 At the first meeting, the parties shall provide each other with written proposals for negotiations. No additional negotiation issues may be submitted by either party after the first meeting without the consent of the other party.

2.04 NEGOTIATION MEETINGS

Following the first negotiation meeting, further meetings, at mutually-agreed times, shall be held at the request of either party. An earnest effort shall be made to schedule the next meeting date before the conclusion of the current meeting. All negotiation meetings shall be private unless mutually agreed otherwise by both parties.

2.05 INFORMATION

Upon request and within a reasonable period of time, the parties shall provide each other with public records regularly maintained by them which contain information relevant to the issues under discussion in negotiations.

2.06 RECESSES

Upon request of either negotiating team, the negotiation meeting shall be recessed to permit the requesting negotiation team a reasonable period of time to privately caucus.

2.07 PROGRESS OR NEWS REPORTS

During the period of negotiating up to the time of reaching an agreement to be submitted to the Association and to the Board, no information involving the negotiations shall be given or released to any news medium without the mutual approval of the parties.

2.08 TENTATIVE AGREEMENT

As a tentative agreement is reached on an item, it shall be reduced to writing and so noted and initialed by each party. However, such initialing will not be binding on either party until agreement is reached on all issues.

2.09 AGREEMENT ON ALL ISSUES

When an agreement is reached by the parties on all items submitted for negotiation, such agreement shall promptly be reduced to writing and furnished to the Association and to the Board. The Association shall promptly inform its members of the details of the agreement and promptly submit it to them for a vote of approval or disapproval.

2.10 DISAGREEMENT AND IMPASSE

2.1001 If after having negotiated for at least sixty (60) calendar days, the two bargaining teams have not been able to reach an agreement on all items, then either bargaining team may declare impasse and request in writing to the other that the issues be submitted to mediation.

2.1002 The parties shall jointly notify the Federal Mediation and Conciliation Service of the dispute and request the selection of a mediator. The parties shall mediate for at least thirty (30) calendar days from the first meeting with the mediator and if no agreement is reached in that time frame, then the impasse procedures of this contract shall be deemed to have been completed. This impasse procedure supersedes and replaces the impasse procedure contained in Chapter 4117 of the Ohio Revised Code. The Association maintains its right to strike provided the provisions of the contract subject to negotiation have expired and the Association has given the Board notice to strike required by Chapter 4117 of the Ohio Revised Code.

ARTICLE 3
ASSOCIATION RIGHTS

The Batavia Professional Education Association shall have the following rights and privileges:

- 3.01 The use of designated areas in school buildings at no charge for the purpose of Association meetings. Such use shall be confined to times of the day when school is not in session and shall be arranged with the building principal at least three (3) days in advance.
- 3.02 Association materials may be sent from one building to another through the school mail.
- 3.03 Association materials may be posted on bulletin boards located in the teachers' work rooms.
- 3.04 The Association may submit items of a non-political nature to the building principals to be announced over the public address systems.
- 3.05 The Association shall be provided, upon request, the names and addresses of newly employed staff members covered by this Agreement.
- 3.06 The Association shall be provided, upon request, a place on the agenda of the opening day district meeting.
- 3.07 PAYROLL DEDUCTION
- 3.0701 Staff members covered by this Agreement may sign and deliver to the Board Treasurer payroll deduction authorization forms for membership dues in the BPEA and its affiliates. Once a teacher has submitted a written authorization to the Board Treasurer for the withholding of the United Education Professional dues, said deduction shall continue until the teacher requests in writing, submitted to the Board Treasurer, that the dues deduction authorized by him/her be terminated. The Board Treasurer shall notify the Association Treasurer within two (2) business days of the names of said teachers making such a request.
- 3.0702 Such deductions shall be made in equal amounts, beginning the first day after the authorization form is submitted to the Board Treasurer. All money so deducted shall be remitted to the Association Treasurer as deducted.
- 3.0703 The Board Treasurer will provide the Association President with the Board meeting agendas and minutes which will show approvals of leaves of absence for bargaining unit members.
- 3.08 In addition to membership fees, the following shall also be subject to payroll deduction and remitted as deducted:
- A. Credit Union
 - B. United Way
 - C. Life Insurance
 - D. Up to ten (10) different Tax Sheltered Annuities
 - E. Board approved insurance premiums
- 3.09 No loss of pay shall occur if negotiations' meetings are mutually scheduled during working hours.

- 3.10 The second Monday of each month may be designated as Association meeting days.
- 3.11 Use of school office machines and materials with prior approval of the building principal.
- 3.12 Representation on the in-service day organizational committee.
- 3.13 Representation on the school calendar committee.
- 3.14 It is recognized that members of the bargaining unit have the right to join or not to join the Association.
- 3.15 The Association agrees that it shall not refuse to admit to membership any licensed teaching staff member of the district for any reason.
- 3.16 The Association agrees that as a professional organization it shall emphasize and encourage the following activities:
 - 3.1601 Teacher attendance at and/or participation in students' extracurricular activities.
 - 3.1602 School community relations by contributing to school community newsletters, newspapers and positive parent contacts.
 - 3.1603 Supporting activities which benefit the school community; and continuing the positive attitude supporting our school and community.
 - 3.1604 Encourage positive teacher attitude in the classroom and throughout the school.
 - 3.1605 Individual members, upon request, should provide a short biography for each school's newsletter.
 - 3.1606 Encourage positive teacher participation in, acceptance of, and responsibility for, the continuous improvement of all students' proficiency test results.
- 3.17 A copy of Board policy and any amendments thereto shall be made available on the District website with a hard copy available at Central Office.
- 3.18 An electronic PDF copy of the agreement shall be provided to the Superintendent and the Association President. A PDF copy of the agreement shall also be maintained on the District intranet.

ARTICLE 4
GRIEVANCE PROCEDURE

4.01 **DEFINITIONS**

The following definitions shall apply:

- 4.0101 Grievance is a formal claim by a licensed person(s) who is covered by this Agreement that one or more of the terms of this Agreement have been misinterpreted or misapplied.

4.0102 Aggrieved Person is a licensed person or persons or the Association covered by this Agreement having a grievance.

4.0103 Association is defined as the Batavia Professional Education Association.

4.0104 Board is the Batavia Local School District Board of Education.

4.0105 Day shall be defined as calendar day except that if the deadline in taking any action should fall on a Saturday, Sunday or holiday, the deadline shall be extended until the next business day.

4.02 PURPOSE

The purpose of the grievance procedure is to secure, at the lowest possible administrative level, proper solutions to grievances. Both parties agree that grievance proceedings shall be kept as informal and confidential as appropriate at all levels of the procedure.

4.03 PROCEDURE

4.0301 The number of days indicated at each level shall be considered as a maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent of all parties concerned.

4.0302 The grievant may be accompanied at Steps Three and Four by an Association member with full participation rights.

4.0303 Grievance shall be resolved as follows:

4.04 GRIEVANCE STEPS

4.0401 Step One

An aggrieved person or persons shall first discuss his/her or their grievance with the appropriate principal with the objectives of resolving the grievance informally. The aggrieved person or persons shall state to the principal at the start of the conference that this is Step One of the grievance procedure. The aggrieved person or persons may be accompanied by his/her or their building representative.

4.0402 Step Two

A. If the aggrieved person or persons is or are not satisfied with the disposition made at Step One, or if no disposition is made within five (5) days after such conference, the grievant may file the grievance in writing with his/her or their building principal. The principal shall within five (5) days after receipt of the written grievance give the aggrieved person or persons his written answer.

B. The formal grievance must be filed at Step Two in writing within twenty (20) days of the occurrence of the event or condition upon which the grievance is based. Failure to file the grievance within said twenty (20) day period shall constitute a waiver of the grievance.

4.0403 Step Three

- A. If the aggrieved person or persons is or are not satisfied with the disposition of the grievance made at Step Two, or if no disposition is made within five (5) days after such discussion, the aggrieved may within five (5) days of receipt of the decision appeal said decision to Step Three of the grievance procedure. Failure to appeal within the time allotted herein shall constitute a waiver of the right to appeal the grievance to Step Four.
- B. Upon receipt of the proper appeal, the Superintendent shall, within five (5) days after receipt of the grievance, meet with the aggrieved person or persons and such other persons as the Superintendent designates to consider the grievance. Within five (5) days after such meeting, the Superintendent shall give the aggrieved person or persons his or her response to the grievance.

4.0404 Step Four - Binding Arbitration

- A. If not satisfied with the response of the Superintendent, the grievant shall have ten (10) days to appeal the grievance to binding arbitration by providing notice of such to the Superintendent and filing the notice of appeal with the American Arbitration Association. Failure to appeal within the time allotted herein shall constitute a waiver of the grievance.
- B. The arbitrator shall be chosen from a list provided by the American Arbitration Association (AAA). Selection and hearing shall be in accordance with the voluntary rules and regulations of the AAA. The arbitrator shall hold the necessary hearing promptly and issue the decision in such time frame as may be agreed upon. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding upon the Board and the grievant.
- C. The costs for arbitration (hearing and arbitrator fees) shall be shared equally by the Board and the Association.
- D. If the arbitration case is withdrawn outside of the cancellation period of the arbitrator and fees are charged, the canceling party shall be responsible for any costs due to the American Arbitration Association and/or the arbitrator related to the cancellation. If the arbitration case is settled during the waiting period before a hearing, the parties shall equally share in the costs due to the arbitrator or to the American Arbitration Association. If a case is postponed, the parties shall equally share any postponement fees.
- E. At the arbitration step no contractual violation claims that have not been previously raised at the earlier steps shall be presented by the Association or the Board.

BATAVIA LOCAL SCHOOL DISTRICT
NOTIFICATION OF GRIEVANCE

As provided in the grievance procedure included in the Contract, I (we) hereby file my (our) grievance, as provided under:

Step II _____

Step III _____

Step IV _____

Statement of Grievance:

1. State specific terms of the Agreement that have been misinterpreted or misapplied:

2. State your position:

Signed: _____ Date _____

Date received by Administrator/Board of Education: _____

Initial: _____

Note: Administrator/Board of Education responses shall be submitted in a narrative letter form.

ARTICLE 5
CONTRACT YEAR

The contract year for bargaining unit members on regular teaching contracts shall consist of not more than one hundred eighty-five (185) days of which not more than one hundred seventy-eight (178) days shall be with pupils in attendance, two (2) of which are for parent-teacher conferences, three (3) of which are designated for teacher classroom preparation and planning, and two (2) for District inservice.

Prior to requesting waiver days from the State, the Board of Education shall solicit input from the Association President regarding use and scheduling of waiver days.

ARTICLE 6
TEACHING DAY

6.01 TEACHING HOURS

6.0101 The starting and dismissal times for students vary from building to building provided, however, the minimum time for students is within the statutes set forth by the State of Ohio. The Association President is to be notified of any change or modification of starting and dismissal times before public announcement is made.

6.0102 The teachers' regular teaching hours in the school district shall be as follows:

A. The teachers' work week will not exceed thirty-six (36) hours and forty (40) minutes. This does include an uninterrupted lunch period of at least one-half (1/2) hour each day.

B. The use of work week hours beyond the student day are flexible and are to be arranged by the building principal and staff.

6.02 CHANGE OF STUDENT STARTING AND DISMISSAL TIMES AND TEACHER DUTY ASSIGNMENTS

The starting and dismissal times for students and the duty assignments of individual teachers set forth above may be changed so long as such change does not increase beyond thirty-six (36) hours and forty (40) minutes the number of hours during which the teachers are required to be present. At least twenty-four (24) hours prior notice for any change shall be given to the teachers affected and to the Association President.

6.03 Days that begin with a one (1) hour delay will constitute a legal school day. Teachers will be able to report one (1) hour later than their assigned time. Days that begin with a two (2) hour delay will constitute a legal school day. Teachers will be able to report two (2) hours later than their assigned time so long as the delay is related to a calamity and is not a scheduled delay day.

6.04 Any teacher who is on sick leave with pay when schools are closed due to severe weather or other emergency conditions shall receive his/her sick leave pay.

6.05 If the Board makes up any calamity days, and the employee was paid but did not work on the calamity day, the employee shall report to work on the make-up day without additional compensation.

ARTICLE 7
TEACHER PLAN TIME

- 7.01 All full time teachers in grades K-12 will be provided a daily planning period or the equivalent thereof during each school calendar week. Such periods shall be used for planning, preparing for the teaching assignments, and administrator and/or parent conferences. Every consideration should be given to forty (40) consecutive minutes of planning.
- 7.02 Teachers regularly employed at least half time but less than full time shall receive a proportional amount of plan time to the hours worked.
- 7.03 When the start of school is delayed due to a calamity or an alternate schedule, it is understood and agreed that teachers whose planning period is affected may not receive a plan period or may receive a plan period less than a full period. To avoid the same teacher being affected each time, administrators shall make a reasonable effort for alternate schedules to not affect the same period each time an alternate schedule is planned.

ARTICLE 8
EMERGENCY PERIOD SUBSTITUTES

- 8.01 In the event regular substitutes are not available, professional staff members may volunteer to serve as period substitutes during their regularly scheduled preparation periods.
- 8.0101 Requests for period substitutes shall be made as far ahead as possible.
- 8.0102 Substitution shall be made within the professional staff member's department when possible.
- 8.0103 In the event no voluntary period substitutes are available, the principal may require a professional staff member to serve as a period substitute so as to provide coverage of all classes.
- 8.0104 Period substitutes shall be equally distributed among professional staff members. When assigning period substitutes the building principal will consider the assignment of special area or Title teachers from their assignments to internal substitute for absent teachers only when no other period substitute is available.
- 8.0105 Compensation shall be at the rate of twenty dollars (\$20.00) per period of substitution.

ARTICLE 9
DUTY-FREE LUNCH

Each teacher shall have at least one-half (1/2) hour uninterrupted duty-free lunch period daily.

ARTICLE 10
TELEPHONE CALLS

During the course of the workday, all emergency calls verifiable as such are to be referred to the teacher immediately. Bargaining unit members will not use their personal cell phones during instructional time. Instructional time is defined as time with students during defined periods of the contractual workday. The administration recognizes that sometimes the use of personal cell phones is needed to report disturbances, injuries and other emergencies.

ARTICLE 11
EDUCATIONAL TEAM

- 11.01 The Board and Association recognize the educational team as the formal vehicle by which they may exchange information about building and district concerns and activities.
- 11.02 Educational team membership shall consist of the Superintendent, building principals, the Association President, and one (1) Association representative from each building.
- 11.03 It will be the responsibility of the Superintendent to serve as chairperson and to schedule meetings.
- 11.04 Meetings of the educational team shall be scheduled at the request of either the administration or the teachers on a monthly basis.
- 11.05 The chairperson will notify the members as to the time, date and place of each meeting.
- 11.06 Members with items for the agenda must submit said items to the chairperson within three (3) working days prior to the scheduled meeting.
- 11.07 The chairperson will be responsible for providing each member with a typed copy of the agenda at the time of the meeting.
- 11.08 Items which are brought up for discussion but are not on the agenda may, at the discretion of the chairperson, be placed on the agenda of the next meeting.
- 11.09 Items which cannot be resolved or are inappropriate for discussion shall be referred to the lowest level of administrative responsibility.
- 11.10 Additional participants may be invited upon agreement of the team.

ARTICLE 12
PROTECTION OF TEACHERS

- 12.01 The administration will enforce Board adopted procedures and policies regarding the disciplining of students. The administration and the teachers recognize a mutual responsibility for the enforcement of such policies.
- 12.02 When a serious complaint regarding the enforcement of the discipline procedures is received by the administration from a parent, student, or community member, the administration will notify the

teacher confidentially of the complaint and shall confer with the teacher as to the validity of said complaint. No record of a complaint shall be placed in the teacher's personnel file until such meeting occurs and the complaint is substantiated.

ARTICLE 13 **EVALUATION**

- 13.01 All bargaining unit members meeting the statutory definition of teacher pursuant to the Ohio Revised Code shall be evaluated in accordance with the Board-adopted evaluation policy and any memoranda of understanding entered into by the parties.
- 13.02 Bargaining unit members who do not meet the statutory definition of teacher shall be evaluated according to this Article. Those members shall be observed and evaluated using the same timelines and frequency for OTES teachers as set forth in the Board-adopted evaluation policy and any memoranda of understanding entered into by the parties. The evaluation form effective for the 2012-2013 school year shall be the form utilized for these evaluations.
- 13.03 All teachers and the Association recognize the right, duty, and responsibility of principals and supervisors to make periodic classroom observations of the performance of the teachers. All such monitoring and observation of the performance of the teacher in connection with such evaluation shall be conducted openly and with full knowledge of the teacher.
- 13.04 Teachers will be given a signed and dated copy of any evaluation report prepared by their evaluator and will have the right to discuss such report with their evaluator. If a teacher receives an evaluation where he or she is rated unsatisfactory in any portion of the evaluation, the evaluator shall meet with the teacher to discuss the evaluator's recommendations for improving the teacher's performance and cooperatively plan for improvement. Such conferences will be prearranged.
- 13.05 Principals and supervisors will provide assistance to teachers attempting to rectify their professional difficulties.
- 13.06 Teachers who are assigned to more than one building during a year of evaluation, shall have one principal designated as prime evaluator who will be responsible for observations, conferences, and summary evaluation and recommendation for personnel purposes. The teacher and/or principal may request observations and conferences of other principal(s) or supervisor as desired.
- 13.07 The evaluation schedule for both OTES and non-OTES teachers shall be applicable provided the teacher is present and working and available to be observed and evaluated. If the teacher is on leave and unavailable to be observed or evaluated, then the timelines for observation and/or evaluation do not have to be followed.
- 13.08 It is agreed that any complaints regarding violations of either this Article or the Board-adopted evaluation policy shall be subject solely to the grievance procedure contained in this Agreement and shall supersede and replace conflicting provisions of Ohio Revised Code Section 3319.11 with which this provision is in conflict.

ARTICLE 14
CONTINUING CONTRACT ELIGIBILITY

- 14.01 Qualifications for continuing contracts are determined by Ohio Revised Code Section 3319.11, the current requirements of which are set forth below. However, any teacher who will be eligible and seeking continuing contract consideration must give written notice of that fact to the Superintendent on or before October 1 of the year his/her limited contract will expire and he/she will be eligible for continuing contract consideration. This notice must include written documentation supporting the teacher's claim for continuing contract. It is the member's responsibility to maintain and track all documents necessary to be approved for continuing contract. Failure to provide said notification shall result in the teacher being granted a one (1) year limited contract, however, nothing herein shall prevent the Board from granting a teacher a continuing contract.
- 14.02 A member may withdraw, in writing, his/her request for a continuing contract at any time prior to the Board action.
- 14.03 If a member becomes eligible during the term of a multi-year limited contract, the member may notify the Board of his/her eligibility and the Board may grant the member a continuing contract.
- 14.04 A member whose initial teaching license was issued before January 1, 2011 becomes eligible for a continuing contract upon satisfaction of one of the following:
- 14.0401 The member has been employed by the Board for a period of two (2) years and the member has previously attained continuing contract status in another Ohio public school district.
 - 14.0402 The member has a permanent or life teacher's certificate.
 - 14.0403 The member has been employed in the school district three (3) of the last five (5) years and has a professional license, and
 - A. If the member held his/her master's degree at the time of issuance of the initial license, the teacher has started and completed 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 the license.
 - B. If the member did not hold a master's degree at the time of the issuance of the initial license, the member has started and completed thirty (30) semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the license.
- 14.05 A member whose initial teaching license was issued after January 1, 2011 becomes eligible for continuing contract upon satisfaction of the following:
- A. The teacher holds a professional educator license, senior professional education license or lead professional education license issued under Section 3319.22 of the Revised Code.
 - B. The teacher has held an educator license for at least seven years.

- C. The teacher has completed the applicable one of the following:
- (i) If the teacher did not hold a master's degree at the same time of initially receiving an educator license, thirty semester hours of 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;
 - (ii) If the teacher held a master's degree at the time of initially receiving an educator license, six 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.

14.06 Upon receiving the notice from a member that he/she is eligible for continuing contract and after having completed the evaluations of the member as required by Article 13, if the Board believes that the member is in need of further professional growth and the evaluations support the need for growth, the Superintendent may recommend the issuance of either a one or two year extended limited contract. The Superintendent must advise the member in writing of the reasons for this recommendation and shall meet with the member upon his/her request.

14.07 It is agreed that Article 14 shall supersede and replace conflicting provisions of the requirements contained in Ohio Revised Code Section 3319.07, 3319.08, 3319.11, 3319.111, 3319.22, Ohio Administrative Code governing the issuance and granting of continuing contracts to the extent that Article 14 conflicts with the pertinent laws or contains requirements not set forth in the current laws. Nothing within shall replace and supersede the educational qualifications of a continuing contract.

ARTICLE 15

LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (LPDC)

The purpose of the Local Professional Development Committee (LPDC) is to assist each educator to participate in relevant professional development activities in relation to renewal of license. The LPDC is responsible for determining whether course work or equivalent professional development activities are related to teaching and/or the area of licensure and if that course work or equivalent professional development activities meet the requirements of the established state standards.

- 15.01 The Committee was established in accordance with the following:
- A. The LPDC shall have a district-wide scope.
 - B. By law, an LPDC committee is comprised of sixty percent (60%) teachers and forty percent (40%) administrators. The Batavia Local Schools LPDC will be comprised of four (4) teachers and three (3) administrators.
 - C. The Batavia Professional Education Association shall have discretion in choosing the teacher members who serve on the LPDC.
 - D. The Superintendent will designate the administrative personnel to serve on the LPDC.
 - E. LPDC members will serve for a three (3) year term provided they remain employed by the Board.

- F. The committee will operate according to legal requirements in the Sunshine Law (O.R.C. 121.122).
- G. All members of the LPDC may vote. In the event of a tie involving a teacher, the vote of the administrator with the least seniority on the committee will not count; in the event of a tie with an administrator, the vote of the teacher with the least seniority on the committee will not count.
- H. The committee will consist of and the duties include:

Both the chairperson and the vice chairperson/secretary shall be elected by a majority vote of the LPDC Committee. Anyone interested in serving can self nominate or accept nominations by other members. Teaching vacancies on the LPDC shall be filled by the designation of the Batavia Professional Education Association. The Superintendent shall appoint administrative personnel to fill any vacancies that occur due to an administrator departure from the LPDC Committee. All vacancies will be filled within thirty (30) days of the vacancy occurring.
- I. Additionally, the LPDC will be responsible for the initial development of the master teacher process as defined by the new licensure requirements and the designation of members as master teacher.
- J. Teachers serving on the LPDC shall be paid six hundred dollars (\$600.00) annually which will be negotiated in subsequent contracts upon review of the actual caseload of both LPDC and master teacher responsibilities.
- K. Additionally, assigning the LPDC the responsibility of master teacher designation may be temporary since, at this time, there is uncertainty of the caseload. Development of a separate master teacher committee may be a subject of negotiations in subsequent contracts.

ARTICLE 16

PERSONNEL RECORDS

- 16.01 A personnel file of each licensed staff member shall be maintained at the Superintendent's office.
- 16.02 A member may review their personnel file during regular office hours at the Central Office.
- 16.03 All material placed in the personnel file of the member shall include a dated stamp of the date the item was placed in the file.
- 16.04 A member will be entitled to a copy of any material in his/her file, except pre-employment information, upon the payment of a reasonable copying charge.
- 16.05 If any non-employee asks to review the personnel file of a bargaining unit member, the Board will notify the bargaining unit member within three (3) workdays of the file review that the file was reviewed.

- 16.06 The rules governing the personnel files as outlined in this Article shall be supplemental to and in addition to Section 1347 of the Ohio Revised Code.

ARTICLE 17
ADEQUACY OF WORK FORCE

The Board of Education shall evaluate the adequacy of the work force annually. It shall be the goal of the Board to attempt to provide the staff needed to carry out the objectives of the school district.

ARTICLE 18
VACANCIES AND TRANSFERS

18.01 VACANCIES

Vacancies shall be emailed to teachers at their school email addresses. Vacancies shall not be filled any earlier than seven (7) calendar days after the email notification.

For any vacancies occurring within fourteen (14) calendar days of the first staff contract day, vacancies shall be emailed to teachers at their school email addresses with the same information being distributed on the automated phone system. The vacancy may not be filled any earlier than forty-eight (48) hours after the notification by email and all call. These vacancies may be simultaneously posted internally and externally; however, the normal hiring process as set forth in this Article shall still be followed.

18.02 TRANSFERS

Teachers who desire a change in grade and/or subject assignment or desire to transfer to another building may file a written statement of such desire with the Superintendent. Such statement will include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he/she desires to be transferred, in order of preference.

- 18.03 A teacher who is involuntarily transferred by the Superintendent shall have the right to meet with the Superintendent, and upon the teacher's request, be given the reason for his/her involuntary transfer.

- 18.04 If an involuntary change of assignment occurs during the regular school year or at orientation day, the teacher shall be granted one (1) day to make adjustments, plan and prepare for the new assignment if it involves a new subject, or two (2) days if it involves a new grade level or more than one new subject.

ARTICLE 19
NOTIFICATION OF CHANGE IN ANTICIPATED ASSIGNMENT

- 19.01 Prior to June 30 of each year, each teacher shall be notified of any changes in their anticipated teaching assignment of the next school year.

- 19.02 Teaching assignments may be changed by the Superintendent in accordance with Section 3319.01 of the Ohio Revised Code.

ARTICLE 20
REDUCTION IN FORCE

- 20.01 When necessary, the Board of Education may reduce the number of teaching positions. To the extent possible, the number of staff members affected by a reduction in force will be minimized by not employing replacements for staff members who retire, resign, or whose limited contracts are not renewed for reasons other than reduction in force. Reductions needed beyond the number resulting from attrition will be accomplished by suspending contracts then in effect. Such reductions shall be limited to the following reasons:

- A. Decline in student enrollment.
- B. Return to duty of regular teacher after leaves of absence.
- C. Suspension of schools, or territorial changes affecting the District.
- D. Lack of funds.
- E. Financial reasons.

- 20.02 If staff reduction is deemed necessary for any of the above reasons, the reduction shall be made as follows:

In making such reduction, any city, exempted village, local or joint vocational school Board shall proceed to suspend contracts in accordance with the recommendation of the superintendent of schools who shall, within each teaching field affected, give preference to teachers on continuing contracts. The Board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations.

On a case by case basis, in lieu of suspending a contract in whole, a Board may suspend a contract in part, so that an individual is required to work a percentage of the time the employee is required to work under the contract and receive a commensurate percentage of the full compensation the employee otherwise would receive under the contract.

- 20.03 Seniority shall be defined as continuous employment of a teacher beginning with the date of hire by the Board. If date of hire by the Board is the same, ties in seniority shall be determined by the last four digits of the affected member(s) social security number with the highest number being the most senior. The breaking of seniority ties shall be done in the presence of the Association and the affected member(s). Continuous employment shall include all time on sick leave, all time on Board approved leave of absence, and all time during suspension if the teacher is reinstated. Seniority shall be lost when a teacher resigns or retires.

- 20.04 **RIGHT TO RECALL**

Teachers whose contracts have been suspended shall have rights to recall as follows:

- A. The teachers whose continuing contracts are suspended by any Board pursuant to this section shall have the right of restoration to continuing service status by that Board if and when teaching positions become vacant or are created for which any of such teachers are or become qualified. No teacher whose continuing contract has been suspended pursuant to this section shall lose that right of restoration to continuing service status by reason of having declined recall to a position that is less than full time or, if the teacher was not

employed full-time just prior to suspension of the teacher's continuing contract, to a position requiring a lesser percentage of full-time employment than the position the teacher last held while employed in the district or service. Seniority shall not be the basis for rehiring a teacher, except when making a decision between teachers who have comparable evaluations.

- B. If vacancies cannot be filled by tenured teachers then non-tenured teachers whose limited contracts are suspended by any Board pursuant to this section shall have the right of restoration to limited contract status by that Board if and when teaching positions become vacant or are created for which any such teachers are or become qualified. No teacher whose limited contract has been suspended pursuant to this section shall lose that right of restoration to limited contract status by reason of having declined recall to a position that is less than full-time or, if the teacher was not employed full-time just prior to suspension of the teacher's limited contract to a position requiring a lesser percentage of full-time employment than the position the teacher last held while employed in the district or service center. Seniority shall be the basis for rehiring a teacher, except when making a decision between teachers who have comparable evaluations.
- C. The recall list shall be maintained for a period of two (2) years. Thereafter, no employee on layoff shall retain his/her right to recall.

20.05 NOTICE OF REDUCTION IN FORCE

- A. When staff reduction is necessary, the Superintendent shall give notice of the intent to recommend the suspension of contracts to the Association forty-five (45) days prior to the effective date of any staff reduction and to all teachers so affected by said reduction at least thirty (30) days prior to the effective date of the affected teacher's layoff.
- B. The Association and the Superintendent shall confer on the reasons for such reduction within fifteen (15) days of receipt of notice of the Superintendent's intent to recommend such reduction to the Board.
- C. No later than October 1 of each school year, a seniority list shall be prepared and kept updated ranking all tenured teachers in the district by seniority, giving areas of licensure and present teaching and building assignment; then all non-tenured teachers in the district by seniority, giving areas of licensure, and present teaching building assignment. The Association President shall receive a copy of this list and a copy posted on Sharepoint. Teachers annually shall review the seniority list to ensure accuracy. Any corrections shall be reported to the Superintendent and the Association President not later than ten (10) days from the date of the posting of the list. The Superintendent and Association shall review the correction request and notify the teacher of the decision.

20.06 TRANSFERS DUE TO REDUCTION IN ENROLLMENT

- A. When personnel must be transferred as a result of a reduction in enrollment at the particular grade level or class, the Superintendent shall publish a list of the necessary reductions by position, grade level, and building. This will be posted on the bulletin board of the school(s) concerned and available to all teachers therein.
- B. Every attempt will be made to encourage the necessary transfers on a voluntary basis. If this cannot be accomplished, the teachers of the department(s) or grade level(s) affected by the enrollment shall be transferred on the basis of district seniority and teacher evaluations.

If the evaluation of teachers who could be affected are comparable, then the teacher with the shortest service in the school system shall be transferred first.

- C. Except in unusual and/or emergency circumstances, the teacher(s) to be transferred involuntarily shall be informed in a conference with the principal on or before May 15 of each year.
- D. The teacher(s) to be transferred may schedule a conference concerning the transfer with the Superintendent.
- E. During said period of a right of restoration provided for in above, each such employee may maintain the group insurance programs he/she is eligible for provided said employee pays the full cost of such insurance programs to the Board in advance of each month involved.

ARTICLE 21 **FAIR DISMISSAL**

- 21.01 In the event the limited contract of a teacher is non-renewed, upon written request from the teacher being non-renewed, he/she shall be provided by the Superintendent the reason for his/her non-renewal. It is agreed that this provision shall supersede and replace 3319.11 of the Ohio Revised Code.
- 21.02 A teacher on continuing contract shall be terminated in accordance with Section 3319.16 of the Ohio Revised Code.

ARTICLE 22 **SICK LEAVE**

- 22.01 Sick leave (day absent with pay) will be granted to teachers for days absent due to illness, injury, exposure to contagious diseases which could be communicated to other employees, illness due to pregnancy, and other situations pertaining to the physical health and well-being of the employee. Sick leave will be granted for illness or death in the employee's immediate family. Employee may be granted up to a period of six (6) weeks of sick leave for childbirth and adoption of a child up to five (5) years of age.
- 22.02 In the event of illness to a member of a family other than the employee, immediate family is interpreted to include father, mother, husband, wife, child, mother-in-law, father-in-law, or persons who are making their home in the employee's household.
- 22.03 In the event of death, immediate family is interpreted to include father, mother, brother, sister, husband, wife, child, in-laws, grandparents, grandchildren, aunts, uncles, or persons who are making their home in the employee's immediate household.
- 22.04 For each completed month of service, each full-time teacher of the district will be entitled to sick leave of one and one-fourth (1-1/4) days with pay, and in addition is entitled to one and one-fourth (1-1/4) days with pay for each of the months of June, July and August, during which time the Batavia Local Schools are not in session. Unused sick leave accumulation shall be limited to two hundred sixty-eight (268) days. A teacher transferring from another school system in Ohio will be credited with the unused balance of his/her accumulated sick leave.

- 22.05 An experienced teacher (a minimum of one [1] year experience), after extended illness and/or injury, whose accumulated sick leave has been exhausted may be granted up to five (5) days sick leave by the Board upon request of the teacher and upon verification by the Superintendent.
- 22.06 The Superintendent reserves the right to request a staff member to furnish a physician's statement confirming his/her reason for absence when claiming sick leave in excess of three (3) days in the event there is some question as to whether or not sick leave benefits are justified.

*As of August 1995 those employees who have accumulated days beyond two hundred twenty (220) since January 1, 1986 shall have those days credited toward the two hundred fifty-two (252) day cap. Also, those employees who were capped at accumulation as of January 1, 1986 shall have those days credited toward the two hundred fifty-two (252) day cap.

ARTICLE 23

PERSONAL/EMERGENCY LEAVE

- 23.01 Certified staff members are entitled to receive a maximum of three (3) non-accumulative days per contractual year of paid personal leave.
- 23.02 The following rules, regulations and procedures shall govern the use of these days.
- 23.0201 Notification for personal leave, other than for the purpose of discretionary travel, shall be made to the appropriate building principal in writing through KIOSK at least three (3) days prior to such leave.
- 23.0202 Personal leave shall not be granted:
- A. On the first and last day of school nor on any school day preceding or following a day when school is closed for holidays and/or vacation except in the case of a bonafide emergency.
 - B. For employees to be gainfully employed on any day included on their work calendar.
- 23.03 Alleged abuse of the policy shall be promptly investigated. If the allegation is substantiated, a written report will be placed in the employee's file and the loss of unauthorized days deducted from the employee's salary.
- 23.04 If an emergency arises the three (3) day notice may be waived.

ARTICLE 24

CHILD CARE LEAVE OF ABSENCE

- 24.01 A licensed staff member who wishes to remain home with a newly born infant or newly adopted child shall file a request for child care leave with the Superintendent no later than thirty (30) days prior to initiating said leave.

- 24.02 The Board may grant an unpaid child care leave for the remainder of the school year in which the leave is requested provided the request is made and the leave begins prior to March 1. If the request is made and the leave begins on March 1 or thereafter, the leave shall be for the remainder of the school year in which the leave is requested and/or for the following school year in which the leave is requested by the member.
- 24.03 A teacher returning from child care leave shall be assigned to a position within his/her area of licensure. The individual on child care leave shall advise the Superintendent, in writing, no later than April 1, or the next business day if April 1 is not a business day, of his/her intention to return to regular assignment the following school year. Should this written notification not be forwarded by this stated date, all obligations between the teacher and the Board shall be terminated effective the day after the required notification was to have been received by the Superintendent in the notification year.
- 24.04 This Article shall supersede and replace conflicting provisions of Ohio Revised Code Section 3319.13.

BATAVIA LOCAL SCHOOL DISTRICT
NEWBORN/ADOPTION LEAVE NOTIFICATION FORM

Employees may be granted up to a period of six (6) weeks (thirty [30] school days) of sick leave for child birth and adoption of a child up to two (2) months of age. Days that school is not in session such as holidays, winter break, and spring break are not counted as part of these thirty (30) days.

Employees should notify the Superintendent using the Newborn/Adoption Leave Form no later than thirty (30) days before the anticipated leave (if possible).

List the specific dates that you are requesting to use as sick leave.

<u>Month</u>	<u>Dates</u>
_____	_____

_____	_____

Employee Signature

Date

Superintendent Signature

Date

ARTICLE 25
LEAVE OF ABSENCE WITHOUT PAY

- 25.01 Upon request of a teacher, the Board may grant a leave of absence without pay for a period of not more than two (2) consecutive school years for education or professional or other purposes, and shall grant said leave where illness or other disability is the reason for the request. Upon subsequent request, such leave may be renewed by the Board.
- 25.02 The request shall state the reason for the required leave, the date the leave is to begin and the date the leave is to end. A teacher may be required by the Board to provide adequate medical documentation if the reason for the leave request is illness or other disability. Persons returning from leaves of absence are subject to assignment by the Superintendent to a position within their area of licensure. The individual on leave shall advise the Superintendent, in writing, no later than April 1 or the next business day if April 1 is not a business day, of his/her intention to return to regular assignment the following school year. Should this written notification not be forwarded by this stated date, all obligations between the teacher and the Board shall be terminated effective the day after the required notification was to have been received by the Superintendent.
- 25.03 The teacher on leave of absence without pay has the option of retaining full insurance coverage by paying monthly in advance to the Board Treasurer, an amount equal to those premiums.
- 25.04 The provisions of this Article shall supersede and replace conflicting provisions of Ohio Revised Code Section 3319.13.

ARTICLE 26
FAMILY AND MEDICAL LEAVE

It is understood that the Family and Medical Leave Act (PL 103-3) applies to employees of the bargaining unit. It is also understood that for purposes of this leave, the twelve (12) month period for eligibility for this leave shall uniformly be July 1 to June 30. Family Medical Leave will run concurrently with New Board/Adoption Leave.

ARTICLE 27
ASSAULT LEAVE

Any professional staff who is absent from work due to physical or emotional disability resulting from an assault which occurs in the course of fulfilling Board assigned duties will remain on full pay status to a maximum of thirty (30) days per school year. The following rules shall apply to the use of assault leave:

- 27.01 Any case of assault on a professional staff member shall be promptly reported to the building administrator, and the police will be notified.
- 27.02 A written report of all assaults on professional staff personnel shall be made to the office of the Superintendent and immediate investigation, hearings, and actions shall commence according to the adopted suspension and expulsion regulations of the Board.

- 27.03 Any professional staff member who is physically or verbally assaulted may be excused by the building administrator upon request to seek a physician's and dentist's evaluation of their condition.
- 27.04 Physical or emotional disability on the day of assault and the following school day require a statement signed by the employee to justify the use of assault leave. The same rules apply to this as ordinary sick leave concerning fraudulent statements.
- 27.05 Absence beyond this shall require a certificate from a licensed physician or dentist stating the nature of the disability and its duration before assault leave can be approved for payment.
- 27.06 The professional staff member shall also be fully compensated, without loss of sick leave, for absence due to court appearances necessary to prosecute the assailant.

ARTICLE 28
SABBATICAL LEAVE

- 28.01 The policy of granting sabbatical leave of absence should be for the purpose of promoting the more efficient conduct of the public schools.
- 28.02 In no case, therefore, should an application for such leave be recommended by the Superintendent or approved by the Board unless, in their considered judgment, the professional competence of the staff member and the general efficiency of the school system will thereby be benefited.
- 28.03 A one (1) year's leave of absence for professional improvement through study may be granted to members of the instructional staff of the Batavia Local School District, subject to the approval of the Superintendent and the Board, and subject to the conditions set forth in the following paragraphs:
 - 28.0301 Each teacher on sabbatical leave shall receive the difference between the salary he/she would otherwise receive during the period of sabbatical leave and the sum being paid for his/her substitute while on leave. If that position is not filled, the difference will be between that teacher's salary and one with a Bachelor's Degree at 0 years experience.
 - 28.0302 Such leave shall be granted only to members of the instructional staff who have served for seven (7) years or longer in the public schools of the Batavia Local School District.
 - 28.0303 Any teacher who has received a leave of absence for one-half (1/2) year or more for reasons other than illness shall not receive a sabbatical leave until seven (7) years have elapsed since the granting of his/her latest leave.
 - 28.0304 Each eligible staff member desiring sabbatical leave must submit an application for approval of activities for professional improvement, specifying the reasons for which the leave is requested. Before beginning the sabbatical leave, he/she shall enter into a contract to return to active service in the Batavia Local School District for a period of at least two (2) years after the expiration of the leave of absence.

- 28.0305 In the event that a teacher fails or refuses to return to regular service in the Batavia Local School District, all salary paid to him/her for the sabbatical leave shall be immediately due and payable to the Batavia Local School District Board of Education. Any teacher will be relieved from such payment if his/her failure to complete two (2) years is due to illness, disability, or if he/she is discharged from his/her position by the Board.
- 28.0306 An application for a sabbatical leave of absence must be endorsed by the principal of the school to which the applicant is assigned; approved by the Superintendent; and must be filed on or before the first of January if it is to become effective in September. No leave can become effective at any other time of year.
- 28.0307 The Superintendent, at his discretion, may, at any time, require that a teacher on sabbatical leave file reports concerning the manner in which his/her leave is being used.
- 28.0308 There shall be no more than three (3) sabbatical leaves granted in any one (1) school year, and no more than one (1) from any one school.
- 28.0309 The teacher on sabbatical leave has the option of retaining full insurance coverage by paying monthly in advance to the Board Treasurer an amount equal to those premiums.

ARTICLE 29
SALARIES AND FRINGE BENEFITS

- 29.01 The Board shall implement the salary schedule attached hereto and designated Exhibit A-1 calling for a zero percent (0%) increase on the base for the 2013-2014 school year. The Board shall implement the salary schedule attached hereto and designated Exhibit A-2 calling for a one and one-half percent (1.5%) increase on the base for the 2014-2015 school year. In addition, each member shall receive a lump sum salary stipend equal to one-half of one percent (0.5%) of the member's base salary as of February 1, 2015, payment to be made in March 2015. The Board shall implement the salary schedule attached hereto and designated Exhibit A-3 calling for a one percent (1.0%) increase on the base for the 2015-2016 school year. In addition, each member shall receive a lump sum salary stipend equal to one-half of one percent (0.5%) of the member's base salary as of February 1, 2016, payment to be made in March 2016. Steps and education columns movement are not frozen. In order to move to the next salary schedule step for the following school year, the bargaining unit member must have been awarded a year of service credit by STRS for the current school year.
- 29.02 Bachelors+15 means fifteen (15) graduate semester hours beyond the Bachelors Degree and Masters+15 means fifteen (15) graduate semester hours beyond the Masters Degree earned at a college accredited by the State Department of Education. Masters+30 means thirty (30) graduate semester hours beyond the Masters Degree earned at a college accredited by the State Department of Education.

It is the responsibility of the bargaining unit member to provide the Treasurer's office with required documentation, no later than September 15 for September 1 salary adjustment and no later than February 15 for a February 1 salary adjustment.

- 29.03 The Board will provide the following attendance incentive:
- 0 days missed - \$500.00
 - 1 day missed - \$400.00
 - 2 days missed - \$300.00
 - 3 days missed - \$200.00
 - 4 days missed - \$100.00
- A. For purposes of the attendance incentive, a day missed will include all or any part of a sick leave day, or a personal leave day.
- B. Professional leave is not considered a day missed for purposes of determining eligibility for the attendance incentive.
- C. The attendance incentive will be paid in a separate check issued with the second payroll in June.
- 29.04 The Board shall implement the supplemental salary schedule attached hereto and designated Exhibit B for the duration of the contract.
- 29.05 The Board will continue to provide the health benefits, prescription drug benefits, and dental benefits through the Clermont County Insurance Consortium and pay eighty-eight percent (88%). The parties agree that any insurance offered in accordance with this section shall conform to the School Employee Health Care Board's best practices for public school district health plans as more fully set forth in Ohio Administrative Code Chapter 3306-2.
- 29.06 The Board will continue to provide life insurance benefits through the Clermont County Insurance Consortium and pay one hundred percent (100%) of premiums for eligible employees.
- 29.07 For employees to receive the insurance benefit programs, they must complete the necessary applications and provide all information needed by the insurance companies and the Boards of Education. The insurance will become effective for new employees on their first day of employment according to the starting date on their contract.
- 29.08 The Association agrees to actively support efforts of the Clermont County Insurance Consortium to minimize any increases in insurance premiums during the term of this collective bargaining agreement.
- 29.09 If spouses are employed by the Board, the Board will provide only one family plan to them for any insurance they take except for life insurance. Also, when spouses are employed by districts in the Clermont County Insurance Consortium, only one family health and drug benefit package (if applicable) will be provided with the employee determining the district from which the health and drug benefit package will be obtained.
- 29.10 Compensation and payment of fringe benefits for part time employees covered by this Agreement shall be prorated on a percentage basis of the time worked.
- 29.11 INSURANCE PAY-OUT
- A. A bargaining unit member employed by the Board on a full-time basis (defined as working more than thirty [30] hours per week) may annually elect to withdraw from the medical/hospitalization benefits as provided in Article 29 and shall receive a rebate of seven hundred fifty dollars (\$750) if the employee is eligible for a single plan and rebate of one

thousand five hundred dollars (\$1,500) if the employee is eligible for a family plan. The rebate shall be paid with the first payroll check in July of the insurance year in which the employee has "opted out." A bargaining unit member who has "opted out" shall notify the District Treasurer annually by August 30. A bargaining unit member who opted not to participate in the insurance program shall have the right to re-enter the program should a qualifying event as defined by the applicable insurance policy occur. Any bargaining unit member re-entering the insurance program shall forfeit any rebate.

- B. If a husband and wife are both employed in the District, or if the spouse of the Board employee is employed by another school district which is a member of the Clermont County Insurance Consortium, they shall not be eligible for the insurance opt-out provision.

ARTICLE 30 **PAY PERIODS**

- 30.01 The year shall be divided into twenty-four (24) pay periods. Pay days shall fall on the fifteenth (15th) and thirtieth (30th) of each month. When a regular payday occurs within a weekend/vacation period, the pay shall be advanced to the last workday prior to the weekend or beginning of the vacation period.
- 30.02 Direct deposit will be mandatory for all bargaining unit members.

ARTICLE 31 **STRS EMPLOYEE CONTRIBUTIONS**

- 31.01 Effective January 1, 1985, the Board shall designate each employee's mandatory contribution to the STRS Retirement System as "picked-up" by the Board, although they shall continue to be designated as employee contributions. For the purposes of this section, the term "pick up" means that the employee contributions are made on a pre-tax basis. It does not indicate that the Board of Education is paying any portion of the employee contribution.
- 31.02 The amount of the employee's income reported by the Board is subject to federal and state income tax, and shall be the employee's total gross income reduced by the percentage amount of the employee's mandatory retirement system contribution made by the Board.
- 31.03 No employee's total salary shall be increased by the pre-tax treatment of the contributions nor shall the Board's total contribution to the retirement system be increased thereby.
- 31.04 There shall be no increased cost to the Board except incidental administrative expenses necessary to implement this program.
- 31.05 In the event that a majority of the members of the employee's bargaining unit no longer desire this "pick-up" plan or if there is an adverse determination from any governmental unit (including the Internal Revenue Service), affecting the qualifying status of this plan, this "pick-up" provision shall be null and void.
- 31.06 Members of the bargaining unit acknowledge that the Board is in no way liable to them as a result of the implementation of this program at their request and that they shall assume any liability as the result of an adverse ruling by the Internal Revenue Service.

ARTICLE 32
SEVERANCE PAY

- 32.01 In accordance with Section 124.39 of the Ohio Revised Code, the Batavia Local School District Board of Education shall, at the time of retirement or death of an employee from the District, grant payment for one-fourth (1/4) of the number of days of such employee's unused accumulated sick leave not to exceed sixty-seven (67) days plus any additional severance (personal) days accumulated during the 1986-87 and 1987-88 school years. The per diem rate at the time of retirement shall be used to determine the amount of such pay. Said pay will be made in a single payment at time of retirement, or in the case of death, to the employee's beneficiary(ies); or in the calendar year immediately following the employee's last work day upon the employee presenting to the Board Treasurer a copy of his/her first retirement check.
- 32.02 Retirement as used herein means disability or service retirement under any state or municipal retirement system in the state provided it takes place simultaneously with the employee's termination of employment with the Board.

ARTICLE 33
RETIRED EMPLOYEES RE-EMPLOYED BY BOARD
IN BARGAINING UNIT POSITIONS

- 33.01 Teachers who have retired and who are or will be receiving benefits through STRS may be employed by the Batavia Local School District Board of Education. There shall be no expectation that any such teacher, whether formerly an employee of the Batavia Board of Education or not, will be offered employment. The district reserves the right to offer or not to offer such employment selectively, based on the needs of the district, and no reason will be given for declining to offer such employment to anyone pursuant to this provision.
- 33.02 The salary to be paid to the retired teacher shall be based on the appropriate placement on the existing teacher salary schedule training column with years of experience being granted to a teacher hired pursuant to this provision to be negotiated by the teacher and the Board but not to exceed a maximum of ten (10) years. To the extent this provision shall be in conflict with Chapter 3317 of the Ohio Revised Code or any other section of the Ohio Revised Code, this subparagraph shall supersede and replace those sections of law with which it is in conflict.
- 33.03 Individuals employed pursuant to this provision shall not be eligible for health insurance benefits provided under this Agreement unless STRS changes its regulations and offers health insurance for rehired retired teachers. Should that occur the rehired retired teacher shall be required to take benefits through the STRS. This shall be taken into consideration with the negotiation of the teacher's salary placement.
- 33.04 Teachers employed pursuant to this provision shall receive one (1) year limited contracts and shall not be eligible for continuing contracts, regardless of their years of service or license held.
- 33.05 Each one year contract shall automatically expire upon the completion of the year and it shall not be necessary for the district to take formal action to not re-employ the employee pursuant to 3319.11, Ohio Revised Code, in order to terminate the employment relationship. The employment relationship shall end upon the expiration of the contract in the same manner as a supplemental contract.

- 33.06 Returning retirees are not entitled to any severance benefits or retirement incentive benefits.
- 33.07 In the event of a reduction in force, a teacher employed pursuant to this provision will not be considered to have any seniority over any other teacher although a teacher employed pursuant to this provision will be a member of the bargaining unit.
- 33.08 Teachers employed pursuant to this provision, upon initial employment, shall start with a zero sick leave accumulation balance but shall earn sick leave at the same rate as other members of the bargaining unit. In addition, teachers employed pursuant to this provision shall not be permitted to accumulate personal leave days and carry them over into the next school year if re-employed by the Board. Teachers employed pursuant to this provision shall start each new school year with a personal leave balance of zero.

All of the terms and conditions of employment set forth in the preceding numbered paragraphs shall supersede and replace any sections of the Ohio Revised Code with which they are in conflict including but not limited to, Sections 3313.202, 3319.07, 3319.08, 3319.11, 3319.111, 3319.141, 3319.22, Chapter 3317 of the Ohio Revised Code, and Chapter 3301-24 of the Ohio Administrative Code.

ARTICLE 34

ATTENDANCE OF EMPLOYEES' CHILDREN AT BATAVIA SCHOOLS

Should the Batavia Local School District Board of Education rescind its open enrollment policy, employees residing outside of the Batavia Local School District shall be permitted to enroll their children, tuition free, in the Batavia Local Schools subject to the following:

- 34.01 The parent files an application with the Superintendent by June 1 of each school year requesting that his/her child be enrolled in the Batavia Schools for the following school year.
- 34.02 The student applicant has not been suspended or expelled from any public or non-public school.

ARTICLE 35

MILEAGE REIMBURSEMENT

- 35.01 Teachers who drive their personal vehicles in the performance of official school business shall be compensated at the IRS rate per mile.
- 35.02 Mileage reimbursement will be paid only upon submission of the official school district mileage form signed by the appropriate principal and the Superintendent. Forms must be submitted on a monthly basis.

ARTICLE 36
MISCELLANEOUS

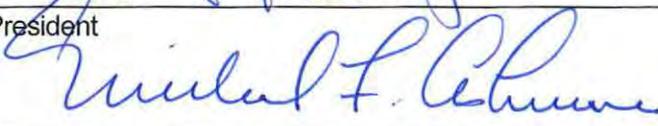
- 36.01 During the terms of this Agreement, the Board shall not establish any rules, regulations and/or policies which directly contravene any of the negotiated terms and conditions set forth herein unless required by a federal or state statute or law now existing or hereafter adopted or decided. In any instance where this Agreement is in conflict with any other Board rules, regulations, and/or policies, this Agreement shall prevail.
- 36.02 The Association agrees that during the term of this Agreement, its members will not withhold their services, conduct a work stoppage or strike or in any other manner interfere with the operation of the District or its schools.
- 36.03 If any provision of this Agreement or any application of this Agreement is found to be contrary to law, then only that provision or application shall be considered invalid to the extent it is contrary to law, but all other provisions hereof shall continue in full force and effect unless the essence of this has been destroyed by the findings that such provision or application is contrary to law. Any such provision or application which is found contrary to law and is thus invalidated shall be, upon written request, the subject of further negotiations between the Association and the Board in accordance with the Reopener provisions of this Agreement.
- 36.04 The Agreement expresses the entire and complete agreement between the Board and the Association and it constitutes the complete and exclusive agreement governing the relationship of the parties and supersedes all prior understandings, agreements and practices between the Board and the Association or the licensed teaching personnel covered by this Agreement, whether written or oral, express or implied and may not be modified except in writing, signed by the parties hereto and during the full term of the Agreement neither the Board nor the Association may require the other party to negotiate on any subject covered or not covered by this Agreement except with respect to those issues which are negotiable in accordance with the Reopener provisions of this Agreement.
- 36.05 This Agreement shall be effective beginning September 1, 2013 and expire August 31, 2016. At the request of either party made after February 1, 2016, the parties shall reopen negotiations for a successor agreement. Negotiations shall be conducted in accordance with Article 2 of this Contract.

IN WITNESS WHEREOF, this contract was executed by the duly authorized representatives of the parties this 27 day of May, 2014.

BATAVIA LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

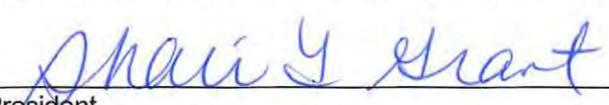


President

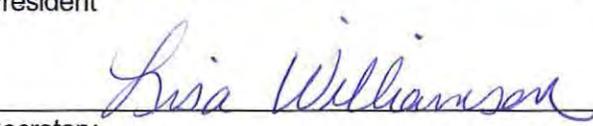


Treasurer

BATAVIA PROFESSIONAL EDUCATION ASSOCIATION/OEA/NEA



President



Secretary

EXHIBIT A-1

**BATAVIA LOCAL SCHOOL DISTRICT
 LICENSED SALARY SCHEDULE**

2013-2014 SCHOOL YEAR

Steps	Index	BA	Index	BA+15	Index	MA	Index	MA+15	Index	MA+30
0	1.0000	31,800	1.0499	33,387	1.1119	35,358	1.1469	36,471	1.1819	37,584
1	1.0475	33,311	1.0944	34,802	1.1674	37,123	1.2072	38,389	1.2422	39,502
2	1.0872	34,573	1.1389	36,217	1.2229	38,888	1.2675	40,307	1.3025	41,420
3	1.1269	35,835	1.1834	37,632	1.2784	40,653	1.3278	42,224	1.3628	43,337
4	1.1666	37,098	1.2279	39,047	1.3339	42,418	1.3881	44,142	1.4231	45,255
5	1.2063	38,360	1.2724	40,462	1.3894	44,183	1.4484	46,059	1.4834	47,172
6	1.2460	39,623	1.3169	41,877	1.4449	45,948	1.5087	47,977	1.5437	49,090
7	1.2857	40,885	1.3614	43,293	1.5004	47,713	1.5690	49,894	1.6040	51,007
8	1.3254	42,148	1.4059	44,708	1.5559	49,478	1.6293	51,812	1.6643	52,925
9	1.3651	43,410	1.4504	46,123	1.6114	51,243	1.6896	53,729	1.7246	54,842
10	1.4048	44,673	1.4949	47,538	1.6669	53,007	1.7499	55,647	1.7849	56,760
11	1.4445	45,935	1.5394	48,953	1.7224	54,772	1.8102	57,564	1.8452	58,677
12	1.4842	47,198	1.5839	50,368	1.7779	56,537	1.8705	59,482	1.9055	60,595
13	1.5239	48,460	1.6284	51,783	1.8334	58,302	1.9308	61,399	1.9658	62,512
14	1.5636	49,722	1.6729	53,198	1.8889	60,067	1.9911	63,317	2.0261	64,430
17	1.6033	50,985	1.7174	54,613	1.9444	61,832	2.0514	65,235	2.0864	66,348
20	1.6430	52,247	1.7619	56,028	1.9999	63,597	2.1117	67,152	2.1467	68,265
23	1.6827	53,510	1.8064	57,444	2.0554	65,362	2.1720	69,070	2.2070	70,183
25	1.7224	54,772	1.8509	58,859	2.1109	67,127	2.2323	70,987	2.2673	72,100
27	1.7621	56,035	1.8954	60,274	2.1664	68,892	2.2926	72,905	2.3276	74,018

EXHIBIT A-2

**BATAVIA LOCAL SCHOOL DISTRICT
 LICENSED SALARY SCHEDULE**

2014-2015 SCHOOL YEAR

Steps	Index	BA	Index	BA+15	Index	MA	Index	MA+15	Index	MA+30
0	1.0000	32,277	1.0499	33,888	1.1119	35,889	1.1469	37,018	1.1819	38,148
1	1.0475	33,810	1.0944	35,324	1.1674	37,680	1.2072	38,965	1.2422	40,094
2	1.0872	35,092	1.1389	36,760	1.2229	39,472	1.2675	40,911	1.3025	42,041
3	1.1269	36,373	1.1834	38,197	1.2784	41,263	1.3278	42,857	1.3628	43,987
4	1.1666	37,654	1.2279	39,633	1.3339	43,054	1.3881	44,804	1.4231	45,933
5	1.2063	38,936	1.2724	41,069	1.3894	44,846	1.4484	46,750	1.4834	47,880
6	1.2460	40,217	1.3169	42,506	1.4449	46,637	1.5087	48,696	1.5437	49,826
7	1.2857	41,499	1.3614	43,942	1.5004	48,428	1.5690	50,643	1.6040	51,772
8	1.3254	42,780	1.4059	45,378	1.5559	50,220	1.6293	52,589	1.6643	53,719
9	1.3651	44,061	1.4504	46,815	1.6114	52,011	1.6896	54,535	1.7246	55,665
10	1.4048	45,343	1.4949	48,251	1.6669	53,803	1.7499	56,482	1.7849	57,611
11	1.4445	46,624	1.5394	49,687	1.7224	55,594	1.8102	58,428	1.8452	59,558
12	1.4842	47,906	1.5839	51,124	1.7779	57,385	1.8705	60,374	1.9055	61,504
13	1.5239	49,187	1.6284	52,560	1.8334	59,177	1.9308	62,320	1.9658	63,450
14	1.5636	50,468	1.6729	53,996	1.8889	60,968	1.9911	64,267	2.0261	65,396
17	1.6033	51,750	1.7174	55,433	1.9444	62,759	2.0514	66,213	2.0864	67,343
20	1.6430	53,031	1.7619	56,869	1.9999	64,551	2.1117	68,159	2.1467	69,289
23	1.6827	54,313	1.8064	58,305	2.0554	66,342	2.1720	70,106	2.2070	71,235
25	1.7224	55,594	1.8509	59,741	2.1109	68,134	2.2323	72,052	2.2673	73,182
27	1.7621	56,875	1.8954	61,178	2.1664	69,925	2.2926	73,998	2.3276	75,128

EXHIBIT A-3

**BATAVIA LOCAL SCHOOL DISTRICT
 LICENSED SALARY SCHEDULE**

2015-2016 SCHOOL YEAR

Steps	Index	BA	Index	BA+15	Index	MA	Index	MA+15	Index	MA+30
0	1.0000	32,600	1.0499	34,226	1.1119	36,248	1.1469	37,389	1.1819	38,530
1	1.0475	34,148	1.0944	35,677	1.1674	38,057	1.2072	39,354	1.2422	40,495
2	1.0872	35,442	1.1389	37,128	1.2229	39,866	1.2675	41,320	1.3025	42,461
3	1.1269	36,737	1.1834	38,579	1.2784	41,676	1.3278	43,286	1.3628	44,427
4	1.1666	38,031	1.2279	40,029	1.3339	43,485	1.3881	45,252	1.4231	46,393
5	1.2063	39,325	1.2724	41,480	1.3894	45,294	1.4484	47,218	1.4834	48,358
6	1.2460	40,619	1.3169	42,931	1.4449	47,103	1.5087	49,183	1.5437	50,324
7	1.2857	41,914	1.3614	44,381	1.5004	48,913	1.5690	51,149	1.6040	52,290
8	1.3254	43,208	1.4059	45,832	1.5559	50,722	1.6293	53,115	1.6643	54,256
9	1.3651	44,502	1.4504	47,283	1.6114	52,531	1.6896	55,081	1.7246	56,222
10	1.4048	45,796	1.4949	48,733	1.6669	54,341	1.7499	57,046	1.7849	58,187
11	1.4445	47,090	1.5394	50,184	1.7224	56,150	1.8102	59,012	1.8452	60,153
12	1.4842	48,385	1.5839	51,635	1.7779	57,959	1.8705	60,978	1.9055	62,119
13	1.5239	49,679	1.6284	53,085	1.8334	59,768	1.9308	62,944	1.9658	64,085
14	1.5636	50,973	1.6729	54,536	1.8889	61,578	1.9911	64,909	2.0261	66,050
17	1.6033	52,267	1.7174	55,987	1.9444	63,387	2.0514	66,875	2.0864	68,016
20	1.6430	53,561	1.7619	57,438	1.9999	65,196	2.1117	68,841	2.1467	69,982
23	1.6827	54,856	1.8064	58,888	2.0554	67,006	2.1720	70,807	2.2070	71,948
25	1.7224	56,150	1.8509	60,339	2.1109	68,815	2.2323	72,772	2.2673	73,913
27	1.7621	57,444	1.8954	61,790	2.1664	70,624	2.2926	74,738	2.3276	75,879

EXHIBIT B
SUPPLEMENTAL SALARY SCHEDULE
2013-2014, 2014-2015, 2015-2016

High School Head Coach (Group A Sports)	\$5,148
Band Director	\$5,148
High School Head Coach (Group B Sports)	\$3,633
High School Jr. Varsity (Group A)	\$3,633
Full Theatrical Production	\$3,633
High School Assistant (Group A)	\$3,028
Middle School Head	\$3,028
High School Annual	\$3,028
Choral	\$2,725
Academic	\$2,725
High School Assistant (Group B)	\$2,423
Assistant Full Theatrical Production	\$2,423
Middle School Assistant Coach	\$2,423
Student Council	\$2,423
High School Cheerleading - Season	\$2,120
Dance	\$2,120
Elementary/Middle Annual	\$2,120
Assistant Band Director	\$2,120
Middle School Student Council	\$1,514
Weight Room Supervisor	\$1,060
Middle School Cheerleading - Season	\$1,060
High School National Honor Society	\$1,060
Drill Team (if separable)	\$1,060
Mock Trial	\$1,000
High School Class Sponsor - Grade 11	\$909
Prom Sponsor	\$909
Middle School National Honor Society	\$530
Renaissance Coordinator	\$530
High School Class Sponsor (9, 10, 12)	\$530

Group A Sports: Football, Basketball, Wrestling, Soccer, Baseball, Track, Volleyball, Softball
Group B Sports: Golf, Cross Country, Tennis, Bowling

Experience: An increase of \$300 for the completion of five (5) years in the same activity/sport at Batavia Local School District. An additional \$300 increase shall be granted upon the completion of ten (10) years in the same activity/sport at Batavia Local School District.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding entered into this the 27 day of May, 2014 by and between the **BATAVIA LOCAL SCHOOL DISTRICT BOARD OF EDUCATION** (hereafter the "Board") and the **BATAVIA PROFESSIONAL EDUCATION ASSOCIATION** (hereafter the "Association"),

WHEREAS, the Board and the Association are parties to a Collective Bargaining Agreement (hereafter the "Agreement"), the effective dates of which are September 1, 2013 through August 31, 2016 and

WHEREAS, the Agreement contains a provision relating to reduction in force; and

WHEREAS, the parties wish to supplement and provide further explanation as to the reduction in force process

NOW THEREFORE, it is hereby **AGREED** as follows:

1. For the 2013-2014 school year, if a reduction in force is implemented, for the purposes of determining comparability, all teachers shall be deemed comparable regardless of his/her evaluation rating.
2. For the 2013-2014 school year, in implementing the reduction in force, the Board of Education shall first determine the position to be reduced, and the least senior person currently employed in that position shall be reduced. However, that person shall have displacement rights over the least senior person assigned to a

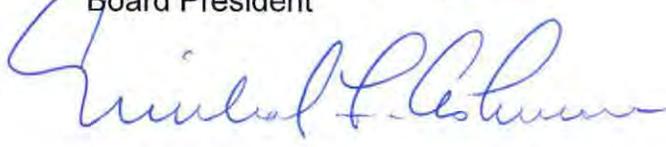
position which the reduced in force teacher is certified/licensed to teach.

3. For the 2014-2015 and the 2015-2016 school year, if a reduction in force is implemented, for the purposes of determining comparability, there shall be four categories based on the teacher performance portion of the evaluation: Accomplished, Skilled, Developing and Ineffective.
 - The Board of Education shall first determine the position to be reduced, and the teacher with the lowest teacher performance rating employed in that position shall be reduced in force.
 - If two or more teachers have the same rating, then the least senior teacher in that evaluation rating category shall be reduced.
 - The reduced teacher shall have displacement rights over any other teacher assigned to a position which the reduced teacher is certified/licensed to teach who has a lower evaluation rating than the reduced teacher.
 - If there is more than one teacher who is lower rated, the least senior lower rated teacher shall be displaced.
 - If there is no teacher in lower evaluation rating but there are teachers with the same evaluation rating, then the least senior teacher will be displaced.

- If he/she has more than one area of licensure, then he/she must displace the least rated teacher in those areas of licensure.
 - If more than one teacher in the additional area of licensure has the same rating, then the least senior teacher in that area of licensure with that same rating will be displaced.
4. Recall shall be in reverse order of reduction in force, with the teachers on continuing contract with the applicable licensure and higher evaluation rating being recalled first, then limited contract teachers with the applicable licensure and higher evaluation rating being recalled next. If teachers have the same evaluation rating, the most senior teacher shall be recalled.
 5. This Memorandum of Understanding shall expire on August 31, 2016.

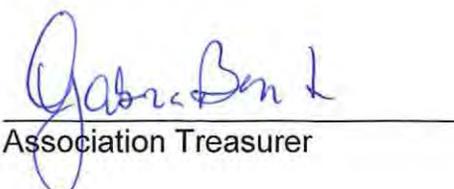
**BATAVIA LOCAL
SCHOOL DISTRICT BOARD OF
EDUCATION**


Board President


Board Treasurer

**BATAVIA PROFESSIONAL
EDUCATION ASSOCIATION**


Association President


Association Treasurer

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding entered into this the 07 day of May, 2014 by and between the **BATAVIA LOCAL SCHOOL DISTRICT BOARD OF EDUCATION** (hereafter the "Board") and the **BATAVIA PROFESSIONAL EDUCATION ASSOCIATION** (hereafter the "Association"),

WHEREAS, the Board and the Association are parties to a Collective Bargaining Agreement (hereafter the "Agreement"), the effective dates of which are September 1, 2013 through August 31, 2016 and

WHEREAS, the Board of Education is required to adopt an evaluation policy in consultation with the Association; and

WHEREAS, the parties wish to supplement and provide further explanation as to the evaluation process

NOW THEREFORE, it is hereby **AGREED** as follows:

1. For the life of this Memorandum of Understanding, decisions regarding the retention of OTES teachers shall not be made solely on the teacher's Student Growth Measures.
2. The evaluation instruments and forms to be utilized for OTES teachers shall be the ODE approved OTES forms. For walkthroughs, the Board of Education shall use the General Form.
3. The dates for the completion of the observations and evaluations are set forth in the timeline attached to this MOU. Should there be changes to the statutes governing the frequency of evaluations for some or all teachers or the statutes governing the percentages to

be applied for student growth measures, the parties agree that those changes shall apply to evaluations of bargaining unit members for the school year following the effective date of the changes.

4. The District Leadership Team (OTES/TIF) shall remain in place for the purposes of reviewing the evaluation process and forms and making recommendations for any changes that may be necessary to those items.
5. If the teacher believes that an error has occurred in calculating the teacher's Student Growth Measures, the Superintendent will meet with the teacher to discuss the matter. The teacher may provide a rebuttal to the evaluation that will be included with the evaluation.
6. The Board of Education shall provide a copy of the evaluation handbook to all bargaining unit members at the beginning of the 2013-2014 school year. The handbook will be reviewed with all staff during a staff meeting and/or other designated time.
7. This Memorandum of Understanding shall expire on August 31, 2016.

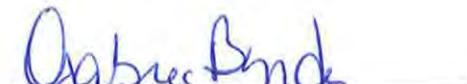
**BATAVIA LOCAL
SCHOOL DISTRICT BOARD OF
EDUCATION**


Board President


Board Treasurer

**BATAVIA PROFESSIONAL
EDUCATION ASSOCIATION**


Association President


Association Treasurer



OHIO EDUCATION ASSOCIATION

Rebecca L. Higgins, President
Scott W. DiMauro, Vice President
Tim Myers, Secretary-Treasurer
Sheryl Mathis, Executive Director

The OEA will lead the way for continuous improvement of public education while advocating for members and the learners they serve.

May 29, 2014

SERB via email:
Research@serb.state.oh.us

RE: Case No. 2013-MED-04-0599
Batavia Professional Education Association and
Batavia Local School District Board of Education

Please be advised that the Batavia Professional Education Association/OEA/NEA and the Batavia Local School District Board of Education have successfully completed negotiations and have attached the ratified and signed successor agreement, effective September 1, 2013 through August 31, 2016. This filing concludes negotiations in the above-referenced case.

Attached is one (1) Negotiated Agreement entered into by the Batavia Professional Education Association and the Batavia Local School District Board of Education, followed by Memorandums of Understanding re Reduction in Force and OTES.

Please return a copy of the cover letter time-stamped to our office via email to Mary Ann Walkenhorst at walkenho@ohea.org.

Thank you for your assistance.

Sincerely,

Robin L. Busby
Labor Relations Consultant

RLB/maw

Attachments: *BPEA Final Signed Contract 090113 – 083116*
Final Reduction in Force MOU
Final MOU OTES

C: Shari Grant, President, BPEA
Jill Grubb, Superintendent, Batavia Local Schools

