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STATE EMPLOYMENT  
RELATIONS BOARD

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**MASTER AGREEMENT**

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between the

**SALEM CITY SCHOOL DISTRICT  
BOARD OF EDUCATION**

and the

**SALEM EDUCATION ASSOCIATION**

Effective September 1, 2014 to August 31, 2016



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Memorandum of Understanding re Hiring of Speech Pathologist

Treasurer's Certificate pursuant to O.R.C. §5705.412

## ARTICLE I – RECOGNITION

The Board of Education of the Salem City School District, hereinafter referred to as the Board, recognizes the Salem Education Association, OEA/NEA Local hereinafter referred to as the Association, as the sole and exclusive bargaining agent for the members of the bargaining unit, which shall consist of classroom teaching personnel, including, but not limited to: guidance counselors, school speech and hearing therapists, reading teachers, librarians, tutors, school social workers, visiting teachers, gifted teachers, and in-school suspension teachers under contract with the Board, on a full or part-time basis, certified in accordance with the requirements of the O.R.C. Excluded from representation shall be the Superintendent, Assistant Superintendent, all administrative directors, principals, assistant principals, supervisors, administrative coordinators, administrative assistants, psychologists, Hannah E. Mullins School of Practical Nursing teaching nurses, auxiliary service personnel, part-time substitute teachers (less than 120 days), and any person in administration and supervision of professional personnel which requires administrative certification under O.R.C. 3319.22.

The In-School Suspension teacher will be paid at Step Zero of the Bachelor's salary schedule, will be a member of the bargaining unit, will not be a part of any seniority list and will be non-renewed in April of each year. If the Superintendent determines to fill the In-School Suspension position with a bargaining unit member who is on the RIF list, the bargaining unit member will be paid at their current salary and will retain their seniority. This position is not subject to posting. Should any B.U.M. seek this position regardless of the circumstances, the individual shall be paid at the Bachelor's, Step Zero rate.

Teachers assigned to the Salem City Schools by the Columbiana County Educational Service Center will be excluded from the bargaining unit. Under no circumstances will bargaining unit work be lost due to the assignment of those teachers.

The Board of Education will provide nursing services for the Salem City Schools.

## ARTICLE II – RIGHTS

### A. Association Rights

The Association shall have the exclusive organizational rights listed in the Article.

1. The President of the Association shall receive the following information at least 48 hours prior to a Board meeting: a copy of the agenda which shall include:
  - a. A copy of the minutes of the previous board meeting and public attachments;
  - b. The Financial Report for the most recent period;

The Association is further entitled to receive a copy of the June 30<sup>th</sup> Fiscal Year Report Revenues and Expenditures when available and other public reports relative to the financial condition of the school district.

2. Board Meeting Participants

The Board shall allow an Association Representative a reasonable period of time to speak during the time reserved for public discussion at regular Board meetings.

3. School Mail

The Association shall have the right to transport mail from one school to another within the District by school mail. The Association has the right to use the regular school mailboxes.

4. Use of Bulletin Boards

The Association shall have the right to use school bulletin boards located within teacher lounge areas and office.

5. Teacher Orientation

The Board shall allow an Association representative to address new teachers for a reasonable period of time during orientation meetings.

6. Use of School Buildings

a. When requested, the Association shall have the right to use the school building, at no cost, for Association meetings before/or after the teacher workday provided such use does not conflict with previously scheduled events.

b. The Association President shall have the opportunity to announce membership meetings and matters under consideration at regularly scheduled faculty meetings.

7. Use of School Equipment

The Association shall have the right to use school copying equipment and computers when such equipment is not needed for school business. The Association shall provide its own paper.

Use of school email shall be governed by the Board's acceptable use policy. Bargaining unit members understand that school email is not private or confidential.

8. School Calendar

The Association shall be made aware of and given the opportunity to give its views concerning any changes in the school calendar. This shall not in any manner or form be considered to affect the right of the Board to determine the school calendar pursuant to Article II herein. If the State determines to add additional days to the school year, the administration and SEA will meet to discuss how the additional days will impact the school calendar.

9. Fair Share Fee

All bargaining unit members whose first employment is effective with the commencement of the 1994/95 school year shall either (1) be a member of the Salem Education Association paying dues according to its structure; or (2) pay a fair share fee for representation, service and benefits in an amount equal to annual dues of a Salem Education Association member. All bargaining unit members may either authorize payroll deduction for the payment of dues and/or fees, or remit payments directly to the Treasurer of the Salem Education Association.

The dues rates or fair share fee rates shall be transmitted by the SEA to the Treasurer of the Board for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Salem Education Association.

In relation to the payment of dues or fees, any bargaining unit member who fails to comply shall be subject to a lawsuit for collection of delinquent fees or dues. In all cases it becomes the Association's responsibility to initiate and finance a lawsuit.

The Salem Education Association shall indemnify and hold the Board of Education harmless from any action brought against the Board as a result of the provisions of this article.

Upon timely demand, non-members may appeal to the Salem Education Association the payment of fair share fee pursuant to the internal procedure adopted by the Salem Education Association, or such non-member may submit such appeals as provided by law. Non-association members' deductions shall stop at the same time that dues deductions stop for Association members.

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

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

The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction. The deduction of said amount shall commence on the first payday occurring on or after forty-five days from the termination of membership.

10. All notices, except grievance materials and materials referenced in Article V, A., to or from the Association or bargaining unit members, required under this agreement, shall be delivered by electronic mail.

B. Management Rights

Subject to the provisions of this agreement, the Board hereby retains and reserves all rights and responsibilities pursuant to the ORC Chapter 4117.08, which includes the following:

1. the right to determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure
2. the right to direct, supervise, evaluate, or hire employees
3. the right to maintain and improve the efficiency and effectiveness of governmental operations
4. the right to determine the overall methods, process, means, or personnel by which governmental operations are to be conducted
5. the right to suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees
6. the right to determine the adequacy of the work force
7. the right to determine the overall mission of the employer as a unit of government
8. the right to effectively manage the work force
9. the right to take actions to carry out the mission of the public employer as a governmental unit

Any subsequent amendments modifying management rights to this or any other section of the ORC will be deemed included within this provision unless clearly in conflict with existing provisions of this agreement.

### ARTICLE III – NEGOTIATIONS PROCEDURE

- A. Either the Association or the Board may initiate negotiations by a Notice to Negotiate forwarded to the other party between one hundred fifty (150) and sixty (60) days prior to the expiration of this Agreement. The parties shall hold their first negotiations session at a mutually agreed upon date and time. The above times may be changed by mutual agreement.
- B. The representatives of each party will be authorized and empowered to establish agendas, to negotiate the issues and matters between the parties, and to develop tentative or preliminary agreements thereon. Each party may submit up to fifteen (15) specific issues for negotiations.
- C. Scope of Negotiations
- The Scope of Negotiations is defined as all matters pertaining to wages, hours, terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement.
- D. Agreement
- As tentative agreements are reached above parties will initial said agreements. When tentative agreement is reached on all items and subject to negotiations, the proposed agreement shall be submitted to the Board and Association for ratification.
- E. There shall be three (3) signed copies of any final agreement. One copy shall be retained by the Board and the other by the Association. The third copy shall be filed within the State Employment Relations Board (SERB) by the Board.
- F. Impasse
1. In the event that an agreement has not been developed by the 60<sup>th</sup> day of the negotiations period, either party may request services of the Federal Mediation and Conciliation Service. The assigned mediator shall have the requisite authority to call meetings between the parties.
  2. In the event that the parties are unable to conclude an agreement within twenty (20) days after the federal mediator has entered into the negotiating process, the Association has the right to proceed in accordance with O.R.C. 4117.14(D)(2).

G. Representation

Representation at all negotiation meetings shall be limited to a team of six (6) designated representatives plus one outside consultant of the Board and the Association, respectively.

H. Negotiation Meetings

1. Negotiation meetings shall be closed to the press and public. Meetings shall be held on a weekly basis unless the parties mutually agree otherwise.
2. Either party may recess for caucuses of reasonable length at any time, but in no event shall such caucuses exceed one (1) hour unless by mutual agreement.

I. Press Releases

Neither party shall release any information to the media regarding negotiations without the expressed approval of the other party up to the time of invocation of the impasse procedures defined above (Paragraph G).

**ARTICLE IV – GRIEVANCE PROCEDURE**

A. Definitions

1. "Grievance" shall mean a complaint involving the alleged violation, misrepresentation, or misapplication of the written provisions of the negotiated Agreement between the Association and the Board of Education.
2. "Grievant" shall mean an identified member of the bargaining unit.
3. A "class or group" grievance is a grievance that affects three (3) or more bargaining unit members with at least one identified member of the class or group. The Association President may file a grievance affecting the bargaining unit based upon an alleged violation of the contract.
3. "Supervisor" shall mean any administrator having immediate supervisory responsibility over the grievant or any supervisor of any building in which the grievant is assigned. Supervisor shall mean any administrator during a vacation or calamity period, or proceed to Step 3 of the grievance procedure.
4. "Days" shall mean work days during the regular school year. During the summer months, "days" means calendar days, exclusive of Saturdays, Sundays and legal holidays.

B. Rights of the Grievant and the Association

1. The Union has the exclusive right to file grievances and to be present for the adjustment of any and all grievances. A grievant may choose to be accompanied at all times and at all steps of the grievance procedure by a representative.
2. In the event the supervisor is not vested with the authority to resolve the grievance, the teacher and the supervisor, following a conference, may waive Step I and proceed to Step II.
3. No reprisals of any kind shall be taken by the Board, or any member of the administration against any grievant, representative, member of the Association or other participant in a grievance because of such participation. Likewise, no reprisals of any kind shall be taken by the grievant or his/her representatives or the Association against administrators or the Board.
4. All documents, communications, and records dealing with the processing of grievances shall be filed separately from the personnel file of the grievant.

C. Time Limits

1. In order that grievances may be processed as rapidly as possible, the number of days indicated at each level is a maximum. Every effort will be made to expedite the procedures; however, the time limits may be extended in writing by mutual agreement of both parties.
2. The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits set forth hereafter will be deemed waived and void and not subject to grievance or arbitration proceedings. If the Board fails to reply within the specified time limits as required hereafter, the grievance shall be automatically sustained in favor of the grievant. The time limit specified for either party may be extended only by written mutual agreement.
3. All notices of conferences, dispositions of grievances, written grievances, and appeals shall be in writing and hand delivered or mailed by certified mail, return receipt requested. The bargaining agent shall receive copies of all notices.
4. Conferences 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.

D. Informal Procedure

Step One: A grievance shall first be presented to the principal or supervisor within thirty (30) days of the time the grievant knew or should have known of the act or condition upon which the grievance is based. The grievant shall complete the informal grievance form (Appendix C-1) and submit it to the principal or supervisor during this meeting. During the summer months, the thirty (30) days may be waived but will begin on the first workday of the next school year.

E. Formal Procedure

1. Step Two: If the grievance is not resolved by the informal procedures, it may be pursued further by submitting a completed Grievance Report Form (Appendix C-2), which must cite specific sections of the contract being grieved, by the tenth (10) day following its presentation at the informal level.

A copy of this form shall be submitted by the grievant to the supervisor. Within five (5) days of receipt of the Grievance Report Form, the supervisor shall meet with the grievant. The supervisor shall write a disposition of the grievance within five (5) days after such meeting and return a copy to the grievant, Association, and the Superintendent. Paragraph "C.2." above shall apply to each step herein.

2. Step Three: If the grievant is not satisfied with the disposition of the grievance in Step 2, the grievant shall request in writing of the Superintendent, a conference which shall be conducted by the Superintendent within ten (10) days. Failure to file such an appeal within ten (10) days from receipt of the written disposition of Step 2 shall constitute a waiver of the right to appeal. The Superintendent shall dispose of the grievance in writing, with reasons stated, within five (5) days after the conclusion of said conference. Copies of the written disposition shall be sent to the grievant and the Association. Paragraph "C.2." above shall apply to each step herein.

3. Step Four: If the grievant is not satisfied with the disposition of the grievance at Step Three, the Association may, within fifteen (15) days from the receipt of the Step Three answer, submit a written request for mediation to the Superintendent. In the event that the grievance is not submitted to mediation within the prescribed time limits, the grievance shall be considered resolved based upon the Step Three decision. If the parties mutually agree to proceed with mediation, the Association shall submit a request to the Federal Mediation and Conciliation Service (FMCS) to provide a mediator to assist the parties. The mediator will not issue any written decision with regard to the grievance but will attempt to help the parties find a mutually agreeable resolution to the grievance. Paragraph "C.2." above shall apply to each step herein.

4. Step Five: If the grievant is not satisfied with the disposition of the grievance at Step 4, the grievant, through the Association, may within fifteen (15) days from the date of the Step Four mediation session, make a written request for a hearing before an arbitrator. Paragraph "C.2." above shall apply to each step herein.

The grievant and his/her designated representative shall petition the Federal Mediation and Conciliation Service to provide both parties with a list from which an arbitrator will be selected in by mutual agreement or the alternate strike method.

The arbitrator so selected shall be requested to hold a hearing on the earliest date available, and unless such time is extended by mutual agreement, shall issue his/her decision not later than thirty (30) days from the day of the hearing. 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 on the Board, the Association, and the grievant.

The arbitrator shall not have the authority to add, subtract from, modify, change, or alter any of the provisions of this Collective Bargaining Contract nor add to, detract from, or modify the language therein in arriving at a determination of any issues presented that is proper within the limitations expressed therein. All expenses for the arbitrator shall be shared equally by the Board and the Association.

## **ARTICLE V – TERMS AND CONDITIONS OF EMPLOYMENT**

### **A. Personnel Record File**

1. There will be established and maintained one (1) official personnel record file on each bargaining unit member. This file will be maintained in the central office.
2. The Association President shall be notified as to the location of personnel files.
3. A teacher making a request to view his/her file before noon shall have access by 3:00 p.m. the same day. A teacher making a request to view his/her file in the afternoon, shall have access the next day. The only exception to the above policy is for an emergency (defined as an unforeseen, unexpected random event).
4. Bargaining unit members will be notified when/if their personnel records are requested by non-school personnel. In the event of such a request, the bargaining unit member may review his/her file in timely relation to the request and, if feasible, prior to release of the information. These personnel records shall include, but are not limited to, the following items:
  - a. Application for employment, including references

- b. Ohio Teaching Certificate
  - c. Transcript of college credits showing official record
  - d. Record of military service if applicable
  - e. Record of tuberculosis test or x-ray
  - f. Member evaluations
5. Bargaining unit members will be notified when material is added and shall have the opportunity to review and reply to all material in a written statement to be attached to the filed copy.
  6. With the exception of items (a) and (f) above, (applications, references, and evaluations) bargaining unit members may challenge the accuracy of information contained in that member's file. If the member discovers something which he or she deems to be inaccurate, it is the responsibility of that member to provide substantiation for the correction and such corrections will be made.
  7. Teachers shall be informed of any complaint by a parent and/or student which may become a matter of record.
  8. Anonymous letters or materials shall not be placed in the teacher's file nor shall they be made a matter of record.
  9. Each teacher shall have the right, upon request, to review the contents of his/her personnel file. A representative of the Association may, at the teacher's request, accompany the said member in such a review.
  10. Written reprimands and/or critical letters or items of a disciplinary nature will be maintained in the member's file for a period not to exceed two (2) years.
  11. Exceptions to Item 10 of this section may be made by the Superintendent or designee when the reprimand or disciplinary letters are material to a pending grievance or litigation.
  12. Upon the request by the teacher, said teacher shall be entitled to a photocopy, at no cost, of the contents of his/her personnel file except employment references which are labeled confidential.

13. All personnel records are subject to and will be maintained in accordance with the Ohio Privacy Act and the Ohio Public Records Act. A bargaining unit member will be notified within one (1) workday with the date and the name of observer when his/her file is accessed. Copies of any copied materials will be supplied to the bargaining unit member within two (2) workdays.
14. All file entries, except those detailed in Article V, Item A, Paragraph #1 and other entries which are considered to be "operational" (i.e. contracts, salary notices, tuition reimbursement information, etc.) shall be signed and dated by the Superintendent, principal or supervisor or any other administrator submitting the entry and the bargaining unit member shall receive a copy when the entry is made.

B. Length of School Year

Bargaining unit members shall work for one hundred eighty-four (184) days.

178 Student Days

2 Inservice Days

2 Conference Days

2 Teacher Work Days

The pre-school year work day and/or inservice day will be scheduled no sooner than the week prior to the first day of classes.

Pre-school year work day will include a ninety (90) minute meeting at the opening of the day with building administrators. The remainder of that day will be uninterrupted.

Members of the bargaining unit are only required to work on the one hundred eighty-four (184) days so outlined above.

In the event that the district applies for and is granted "Waiver Day(s)" from the Ohio Department of Education, those days shall be included in the one hundred seventy-eight (178) student days and shall be treated as Professional Development and/or In-service Days. This provision does not include/replace professional leave days as defined in Article VI – I.

The staff will work any make-up days beyond five (5) calamity days as part of their regular salary.

C. Length of Work Day

The school day for bargaining unit members shall not exceed seven (7) hours, thirty-five (35) minutes. Except for optional early-bird or late classes, no school building shall begin classes prior to 7:30 a.m. nor end classes after 3:45 p.m. All schools shall have the flexibility to implement either an early bird class or a late day class/adjusted day to meet operational needs of the district. The program/alternative scheduling shall be on a semester by semester basis and can be dropped if interest or enrollment is insufficient. The optional early and late day class shall be voluntary. If there is a conflict between two or more staff members to teach the alternative schedule the tie shall be broken using seniority as the tie breaker.

These times shall include a lunch period and planning periods.

After normal student dismissal time, bargaining unit members may leave the building after notifying office personnel.

D. Lesson Plans

It is the obligation of each bargaining unit member to have lesson plans and grade records available for inspection. Lesson plans shall be available for inspection upon request by the building principal. Teachers will provide a copy of lesson plans to the Principal electronically upon request.

E. Class Size

Every attempt will be made to keep the K-4 classroom ratio as close as possible to 1:25. If a special education student (DH, MH, LD, SBH, 504) is placed in a regular classroom for a subject (s) they will be counted in the total number of students in the teacher's class.

Teachers of specialties such as art, music, physical education, and special education will not be included in the teacher/pupil ratio.

F. Participation in Open House

Open House shall be held at the beginning of the school calendar year either on Teacher In-Service Day or Teacher Workday unless a scheduling conflict occurs and then an alternative date shall be mutually agreed upon by the Association and the Board. Except for members assigned to more than one (1) building, members shall not be required to attend more than one (1) Open House per school year and shall not be required to stay more than one and one-half (1½) hours. Members assigned to more than one (1) building and required to attend more than one (1) Open House shall not be required to stay longer than one and one-half (1½) hours.

G. Parent Conferences

Members shall be required to attend two (2) parent conferences each school year. The conferences will consist of two evening conferences of three (3) hours each following a day of classes. Evening conferences will be staggered for each building over a two (2) week period. Once all conferences are completed for all buildings, the school shall be closed for instruction the following Friday.

The time and length shall be that as indicated in the above paragraph and shall be within the one hundred eighty-four (184) day school year.

Members whose graduate course schedules conflict with a scheduled Parent/Teacher conference, upon request, shall receive a letter from their building principal addressed to their course instructor explaining that their absence from the course that day is due to their attendance at the Parent/Teacher conference and further requesting that the member receive an excused absence from the course for the day.

H. Teacher Assignments

All bargaining unit members shall receive, in writing, prior to June 10<sup>th</sup> of each year, their tentative assignment for the ensuing school year relative to subjects, period and/or grade level. Changes may be necessary prior to the beginning of the school year in accordance with the negotiated procedure regarding voluntary/involuntary transfers.

I. Vacancies

1. A vacancy exists when the Board plans to fill a position(s) caused by one of the following:
  - Death
  - Retirement
  - Resignation
  - Non-renewal
  - Termination
  - Transfer
  - Promotion
  - Leave of Absence beyond one year
  - New position

2. All vacancies for certified staff that occur during the school year shall be posted within one (1) month of the known vacancy. All vacancies for certified staff shall be posted conspicuously in every building during the school year. Such notices will be dated at the time of posting. When school is not in session, notification of vacancies will be posted in the Treasurer's Office on the District's website, by email and the automated phone system.
3. The Association President shall be sent a copy of all posted vacancies by electronic mail only.
4. Each posting shall include the following:
  - a. position(s) available
  - b. certification and qualifications for job
  - c. deadline for application
  - d. effective starting date
  - e. any additional pertinent information
5. If no applications are received (email response preferred) within ten (10) school days (three (3) business days when school is not in session) of the date of the posting, it will be assumed that there is no interest in the position among staff members and the positions may be filled from outside the system.
6. A person hired to fill a posted vacancy must possess all of the posted minimum qualifications for the vacancies. If more than one individual from the bargaining unit has applied for a vacant position, the qualified person with the greater seniority will be given the position. If the vacant position is awarded to a current bargaining unit member, the actual placement will not occur until the following school year if students are in session at the time the vacancy is awarded.
7. The Superintendent, after complying with the above provisions, shall have the final authority with regard to the filling of vacancies.

J. Seniority

Seniority shall be defined as the continuous service of employment of a bargaining unit member beginning with the date of the Board meeting at which the bargaining unit member was hired and then by coin flip in the event of a tie (see Article VIII, Section B6).

K. Voluntary Transfer

Voluntary transfer teachers may request a change of assignment in accordance with the following procedure:

1. Bargaining unit members seeking a change in assignment shall file a written request with the building principal and Superintendent for such change specifying the building, grade level and/or subject area desired. Such request shall be completed and submitted by April 15<sup>th</sup> prior to the school year in which the transfer would occur.
2. Those members who have indicated an interest in transferring to a vacancy shall be notified if such vacancy becomes available.

L. Involuntary Transfer/Reassignment

1. If the Superintendent directs an involuntary transfer in the building, other buildings, subject or grade level, notification thereof shall be given to the involved teacher(s) by August 1 (except in emergencies) preceding the effective date of said involuntary transfer.
2. When involuntary transfers are necessary, a teacher's area(s) of certification, his/her teaching experience, and length of service in the Salem School system will be considered as a criteria in determining if a teacher is to be transferred. Teachers being involuntarily transferred will be assigned only to a position for which they are fully and properly certified. The least senior bargaining unit member with the proper certification for the position shall be involuntarily transferred.
3. In the event that an involuntary transfer or change of assignment becomes necessary, the member(s) subject to transfer or reassignment will be notified in writing and given the opportunity to consult with the Superintendent regarding this matter. The involved teacher(s) may request representation of his/her choosing. The Superintendent, after complying with paragraph #2 shall have the final authority.

M. Work Environment

1. Telephone for Professional Use

The Board of Education agrees to provide at least one phone in each building which shall be available for exclusive and private use of bargaining unit members during non-instructional times. Administration has the right to question excessive use. SEA will work cooperatively with Administration to ensure phone use is not being abused.

2. Bargaining unit members shall be provided with a lunch area separate from students.
3. Three photocopiers will be maintained in the high school, and one photocopier in each elementary building. All such equipment shall be maintained in working condition. Repair efforts shall be commenced upon receipt of notice of an equipment failure.
4. Computers shall be made available to the members in each building.
5. Each classroom shall have either a blackboard, whiteboard, or dry eraser board-to complement instruction.
6. Windows, screens, and doors shall be kept in proper working order. Fans or ventilators shall be installed in all classrooms that do not have windows.
7. Public address interruptions shall only be at the beginning and end of the school day. Exceptions of this policy may be made upon the approval of the building principal and his/her designee when the announcement is appropriate for the operation of the school.
8. There shall be clean, well-lighted faculty restrooms in each building.
9. There shall be workroom containing equipment and supplies in each building. All workrooms shall have an exhaust fan or ventilator if there are no windows. Duplicating paper and transparencies will be provided.
10. The Board of Education agrees to make every effort to maintain the temperature above 68° F. throughout each building.

N. Elementary Bargaining Unit Members

Elementary bargaining unit members may be required to collect students' lunch money, but shall not be required to count it.

Bargaining unit members who work in elementary buildings shall not be required to perform recess or lunch duty.

Elementary bargaining unit members may be required to perform morning bus duty on a rotating basis. No more than one bargaining unit member shall be assigned to perform bus duty during the morning. At least one aide shall assist the bargaining unit member for morning bus duty (refer to Appendix B "Supplemental Pay for Afternoon Bus duty").

Aides shall not teach or perform bargaining unit work.

O. Attendance When Schools are Closed for Emergencies

Bargaining unit members shall not be required to report to work when the school(s) are officially closed as a result of disease epidemic, hazardous weather conditions, damage to a school building, or other temporary circumstances due to utility failure rendering a school building unfit for school use. This provision may be waived, due to emergency circumstances, when it is deemed necessary by the Superintendent, to have members report to one or more buildings.

P. Participation in PTA (PTO)

Participation in PTA (PTO) or other related organizations is on a voluntary basis for all employees.

Q. Teacher Lunch Periods

Each high school member shall be granted at least thirty (30) consecutive minutes, duty-free lunch period per day.

Each junior high member shall be granted at least thirty (30) consecutive minutes, duty-free lunch period per day.

Each elementary member shall be granted at least a forty-five (45) consecutive minutes, duty-free lunch period per day.

All lunches shall be scheduled during the middle of the school day.

R. Experience Credit

At the initial employment of a bargaining unit member, he/she shall be given experience credit as follows:

1. One (1) year of credit shall be given for each year of full-time teaching service consisting of at least one hundred twenty (120) days as a teacher certified pursuant to O.R.C. 3319.22 in approved teaching programs of the public schools of Ohio up to and including ten (10) years.
2. One (1) year of credit may be given for each year of military service and for each year of teaching experience as a teacher certified pursuant to O.R.C. 3319.22 in a chartered, non-public school located in Ohio up to and including five (5) years.
3. It shall be in the sole discretion of the Superintendent to award teaching credit for out-of-state teaching service. Credit awarded for out-of-state teaching service may be awarded up to and including ten (10) years.

4. The total allowance for credit for teaching and military service will be determined by the Superintendent in accordance with Provision 1 of this clause but may not exceed ten years.
5. No service credit shall be given for the first five (5) years of service non-teaching experience in the vocational trade for which an individual teacher is being offered a teaching contract. Beginning with the sixth (6<sup>th</sup>) year of experience in the vocational trade, each year of experience shall count as one step on the negotiated salary scale schedule to a maximum of ten (10) years of experience in the non-degree column.
6. The Association President shall be notified of the names, addresses, and placement on the salary schedule for all new employees.

S. Rehiring Retired Employees

The Board may, in its sole discretion, choose to hire/rehire individuals who have retired from a public retirement system. If such individuals are hired/rehired, the following terms and conditions shall govern:

1. Without formal Board action, the individual shall be issued one year limited contracts, which shall automatically expire as a condition of employment. The teacher waives his/her right to a continuing contract under 3319.08 ORC and 3319.11 ORC. Retired teachers will not accumulate seniority while employed as a retiree.
2. Neither 3319.11 ORC, 3319.111 ORC or provisions of the collective bargaining agreement regarding evaluation and/or non-renewal shall apply, and no retired teacher shall be awarded or be eligible for a continuing contract.
3. The Board, at its sole discretion, may offer insurance benefits under Article VI.
4. The following Articles shall not apply:
  - a. Article VIII B – Reduction in Force, nor 3319.17 ORC
  - b. Article VII D – Severance Pay
  - c. Article V, Sections I, J, K, L – Vacancies, Seniority, Transfers, or bidding rights
5. The number of retirees the Board may hire shall be capped at no more than five percent (5%) of the total bargaining unit.

T. Duty Free Period

1. Each full time high school/junior high bargaining unit member shall be granted at least one (1) 50 (fifty) consecutive minute planning period per seven (7) period day or one (1) consecutive 40 (forty) minute planning period per eight (8) period day. Such period shall be scheduled during the regular school day while students are in session unless modified by extended contract agreement.
2. Each elementary bargaining unit member shall be granted at least five (5) thirty (30) minute planning periods per five (5) day work week exclusive of those weeks in which special activities are scheduled, i.e., assemblies, field trips, etc. Each planning period shall be thirty (30) consecutive minutes. Such periods shall be scheduled during the regular school day and shall not include morning, lunch, or afternoon recess times during which children are under the supervision of non-certified personnel. In the event of state fiscal designation and art, music, library or physical education specialists are reduced, fifteen (15) minutes will be added for each lunch period (M-F) for K-6 during those lost times.
3. Planning periods for art, music, library, and physical education specialists shall be assigned when their yearly work schedule is made up.
4. When an approved substitute is not available and a bargaining unit member agrees to assume an absent teacher's instructional responsibility and/or duty assignment, he/she shall be compensated at the rate of Twenty Dollars (\$20.00) per hour, per class period or fraction thereof not to exceed One Hundred Twenty Dollars (\$120.00) for a day's assignment. Payment will be made within two scheduled pay periods. If multiple teachers are utilized to assume an absent teacher's instructional responsibility and/or duty assignment, the compensation (i.e., the rate of Twenty Dollars (\$20.00) per hour per class period, or fraction thereof, not to exceed One Hundred Twenty Dollars (\$120.00) per day) shall be split among the number of teachers necessary to assume the instructional responsibility or duty assignment.
5. During those recess periods when students are not permitted out of the building because of inclement weather, the elementary bargaining unit member shall not be required to direct or supervise in-building recess provided the elementary bargaining unit member may be required occasionally, on a rotating basis, to perform recess duty in the case of an emergency caused by the absence of an aide.
6. The Administration agrees to schedule special activities in such a manner so that no one bargaining unit member is consistently deprived of his/her planning period.

U. Extra Duties

If a bargaining unit member believes that an assigned duty is undesirable or more difficult, such member may request, in writing, a change for the next school year. If scheduling permits, an attempt will be made to rotate duties as requested.

V. Ohio Resident Educator Program

1. Salem Schools will participate in the Ohio teacher residency program, which shall be a four-year, entry-level program for classroom teachers. The resident educator program shall include the following components:
  - (a) Mentoring by teachers who are properly licensed;
  - (b) Counseling to ensure that program participants receive needed professional development; and
  - (c) Measures of appropriate progression through the program.
2. The resident educator program shall be aligned with the standards for teachers adopted by the state board of education and best practices identified by the superintendent of public instruction and Ohio law.
3. Each person who holds a resident educator license or an alternative resident educator license shall participate in the resident educator program. Successful completion of the program shall be required to qualify any such person for a professional educator license.
4. Mentors must meet all of the following qualifications:
  - (a) Holds a Five-year Professional License or above;
  - (b) Five years of teaching experience;
  - (c) Complete the school or district application process;
  - (d) Be selected by the school or district to attend state-sponsored mentor training; and
  - (e) Successfully complete state-sponsored mentor training.
5. The Board agrees to post mentor vacancies. Mentors will be assigned by the building principal whenever possible by subject area/grade level/department. Participation will be voluntary. A list of currently trained mentors will be provided to the SEA President annually, upon request.

6. Mentors will be paid an annual stipend of Seven Hundred Dollars (\$700.00) for each participating resident educator supervised and will be provided twelve (12) hours of release time for observations and report preparation. Release time will be scheduled with the approval of the building principal. The cost for required training will be paid by the Board. Time for required training will be paid at the curriculum rate or approved for administrative leave for each resident educator supervised.
7. The Resident Educator Program shall not replace the negotiated teacher evaluation system and will not be used to evaluate a resident educator.

W. Building Meetings

All building meetings and other meetings involving bargaining unit members shall be considered as part of the regular duties of members provided that such sessions shall not occur earlier than thirty (30) minutes prior to the teacher start time for grades 7-12 nor shall such meetings extend more than one (1) hour beyond the normal teacher dismissal time for grades K-12. The day and time for such meetings shall be determined at the beginning of each school year by a majority of the building staff. Such meetings shall be called only when necessary. Except in an emergency, notification of the date and time of such meetings shall be given at least two (2) days in advance. Except for those types of meetings noted below, it is expected that the normal total of such educationally oriented non-remunerated meetings should not exceed seventeen (17) hours per year. Excess meetings shall be compensated at the curriculum rate. One third (1/3) of the seventeen (17) hours will be spent in collaboration with other teachers in grade level meetings, department meetings or team meetings. Meetings will not be scheduled on the day before a scheduled break.

Those meetings not subject to additional compensation are as follows:

1. IEP Meetings
2. Meetings of Committees on which membership is voluntary

X. Progress Reports

Progress reports will be sent to parents as follows:

1. All students earning D's and F's in particular subject areas. Reports will contain percentage grades where applicable.
2. Students who have dropped two letter grades from a preceding grading period and/or a significant drop (which is up to the discretion of the teacher).
3. Progress report forms will be provided by the Board.
4. Progress reports may be sent for the following reasons:

- a. Significant academic increases in any subject
- b. Improved attitude, daily work, homework, or attendance

Y. Curriculum Development

All certified teachers will be assigned to represent one content area per school year for the purpose of sharing curricular and professional concerns to the building principal.

The function of the committee is to evaluate and/or revise courses of study, review textbooks, develop assessment instruments, provide input to academic issues such as grading policies, and propose strategies for implementing and improving educational standards.

Each committee shall meet on an as-needed basis to be determined by the Administration. Professional days may be used at the discretion of the Superintendent. See Article VII, Paragraph J "Curriculum Compensation".

Z. Students With Special Needs

1. Individualized Education Program (IEP) Team/504 Teams

- a. Any employee whose duties would be directly impacted by an IEP/504 plan can request a meeting at any time to review and modify the IEP/504 plan or the placement of the student. A parent should be in attendance. The meeting should take place within ten working days from the date of invitation if all agree to the meeting arrangements.
- b. The IEP/504 team must include at least one regular education teacher of the child if the child is, or may be, participating in the regular education environment. The regular education teacher is not necessarily required to (1) participate in all decisions made at an IEP meeting, (2) be present throughout the entire meeting, or (3) attend every meeting. The extent to which the regular education teacher participates in IEP/504 meetings must be decided on in a case-by-case basis. The make-up of the team will be determined with input from the special education teacher(s).

2. Training/Staff Development

The Board shall annually provide upon request, and approval of the Superintendent, (1) paid day of training and/or staff development programs for employees whose duties are impacted by IEP/504 students. This may coincide with or be in addition to the employee's professional development days.

3. Support Services

The Board shall provide the necessary personnel as identified in the IEP/504 plan to perform any supportive/custodial services which may be required by any student's IEP/504 plan.

4. Waiver Procedure

The Board shall not submit a waiver request of the State Department of Education or to any other agency with competent jurisdiction without first advising the Association.

5. Evaluation Impact

Teachers are expected to meet IEP/504 accommodations and shall be evaluated on their effort(s) to meet said accommodations. However, the performance evaluation of certificated employees who are impacted by an IEP/504 plan shall not include any negative assessment because the short/long term goals of the IEP/504 plan have not been met.

6. Specialized Health Care Procedures

The School Nurse shall provide and conduct necessary medical procedures. Bargaining unit members shall not be required to perform medical procedures on a student except in case of an emergency or special circumstances. A trained designee and back-up person will be identified for each building for this purpose.

7. Challenge of Student Placement

Any employee working directly with a student on an IEP/504 plan who has reason to believe that the student's placement is inappropriate may request an informal meeting with the building principal and related staff to discuss the placement. Before any changes can be made to the IEP/504 plan, a formal IEP/504 meeting must take place. The reasons shall include, but not be limited, to the following:

- a. When the employer failed to provide the employee with appropriate support as outlined in the IEP/504 plan in order to effectively serve the said student.
- b. When all of the necessary supplementary aides and support services specified on the IEP have been provided and the student is not making satisfactory progress toward meeting the goals and objectives identified by the IEP team.

- c. When the placement of the included IEP/504 student creates constant disruption of the educational process in the regular classroom and/or other school settings providing disciplinary procedures have been followed and exhausted.
- d. When the IEP/504 plan student poses unnecessary risks or hazards to him/herself or others.

AA. Student Code of Conduct

The current Student Code of Conduct will be enforced by teachers and administrators in each building throughout the District.

BB. Public Criticism

Any reprimand of a bargaining unit member by a supervisor, administrator, or other agent of the Board of Education shall be made in confidence and shall not, except in emergencies, be made in the presence of pupils, parents of pupils, or other employees.

CC. Traveling Teachers

All bargaining unit members assigned to more than one building shall be reimbursed at the official mileage rate (IRS) for the mileage traveled between those buildings. The Treasurer shall establish the distance between buildings by the shortest route. The teacher shall submit a report form each pay period for reimbursement. See form/Appendix F.

Each year, the Administration shall solicit input from traveling teachers regarding his/her individual schedule prior to finalizing their schedule. Failure of a traveling teacher to provide his/her written input by May 15 shall result in a waiver of rights to do so. Final scheduling determinations shall rest with management.

DD. Local Professional Development Committee

- 1. Purpose: A local professional development committee shall be established to determine whether continuing education course work that a teacher proposes to complete, meets the requirements of the educator licensing rules.
- 2. Committee Composition
  - a. The committee shall be comprised of five (5) members as follows:
    - Three B.U.M.S.
    - One Principal
    - One other district employee

The three (3) B.U.M.S. shall be appointed by the S.E.A.

The two (2) administrative member(s) shall be appointed by the Superintendent.

The administration and the SEA will make every effort to ensure that each building has representation on the committee.

- b. In the event of a vacancy, the committee member shall be replaced in accordance with (a) above.

3. Term of Office

- a. To ensure continuity of the LPDC, one (1) B.U.M. representative and one (1) administrative representative shall be appointed to three (3) year terms.
- b. The remaining members shall be appointed to two (2) year terms.
- c. Members of the committees may be appointed to serve additional terms.

4. Chairperson

The Committee Chairperson shall be determined by majority vote of the committee members. Secretarial support will be supplied by the Board to chairperson as needed. Examples: typing, correspondence, and filing.

5. Decision Making

Decisions shall be made by the majority vote of the committee. At least four (4) members of the Committee shall be present to conduct business.

6. Training

All members of the committee shall become knowledgeable of Teacher Education and Licensure Standards (Administrative Code Chapter 3301.24) as adopted October 15, 1996 and effective January 1, 1998.

Members of the LPDC shall be afforded the opportunity to attend training through release time to meet the purposes, responsibilities, and legal requirements of the regulations promulgated by the O.D.E.

7. Meetings and Compensation

- a. The number of meetings per twelve (12) month period will be established by the committee in order to complete their work. Not later than September 10 each year, the committee shall post in each building the official meeting schedule.
- b. Committee members shall receive a stipend of five percent (5%) of the base salary each year for their service.

8. Appeals Process

The review and approval of an educator's professional development plan by the district LPDC is a matter of legal and ethical importance, and the school district and its Local Professional Development Committee recognizes the need to provide due process to an educator who feels that his/her professional development plan has not received fair consideration by the district LPDC in accordance with Ohio law and district Procedures.

It is the belief of those who worked together to create the district's policies and procedures for the submission of educator professional development plans and the review and approval of those plans by the district's LPDC that appeals can be avoided by:

- a. Creating policies and procedures which are available to everyone and easy to follow;
- b. Sharing legal requirements and certification/licensure standards with all educators;
- c. Clearly communicating to district educators what the expectations are for preparing a professional development plan, gaining approval for local CEUs and renewing their certificate or license through the district LPDC;
- d. Insuring that district educators understand their personal and professional responsibilities to seek professional growth which improves teaching and learning within their classroom building and school district;
- e. Impressing upon each educator that he/she is responsible for maintaining records of professional development throughout his/her career and that he/she bears responsibility for any and all requirements for maintaining appropriate credentials.

The Appeals' Process is initiated by an educator whose professional development plan is not approved by the district LPDC. For the purposes of definition, the "plan" includes all of its components: educator goals, activities and approval of local continuing education unities and university course work.

Reconsideration is the first step in an appeal. If the district LPDC does not approve an educator's professional development plan, the educator has the opportunity to request reconsideration of his/her plan by the committee. This request should be made in writing by the educator to the Chair person of the district LPDC. During this reconsideration, the educator may submit such additional documentation, explanation or correction to permit approval of the educator's professional development plan by the committee. Following the conclusion of this reconsideration process and deliberation of the district LPDC, the committee shall communicate its approval or lack of approval of the educator's professional development plan in writing and within ten (10) days to the educator.

The Appeal is the final step in the process. It remains the prerogative of the educator to submit, revise or correct a professional development plan that has not been approved by the district LPDC at any time before, during or after the Appeals Process in order to gain committee approval.

Appeals Process form – Appendix G-1 and G-2.

EE. Morning Detention and Saturday School Monitors

At the Principal's meeting prior to the start of each school year, high school and junior high school bargaining unit members may submit a written letter of interest in serving as morning detention or Saturday school monitor. Should more than one bargaining unit member express an interest in one or both of these positions at either school, the duties will be equitably divided to allow all interested bargaining unit members an opportunity to serve in these roles. Compensation shall be at the curriculum rate.

ARTICLE VI – BENEFITS

A. Sick Leave

1. Sick leave for full-time bargaining unit members shall be accumulated at the rate of one and one-quarter (1¼) days for each completed month of service, not to exceed fifteen (15) days per school year. All sick leave days shall be cumulative, and any and all unused portions of the monthly allowance shall be credited to the bargaining unit member's leave total. Maximum accumulation of sick leave days shall not exceed two hundred seventy (270) days for the term of this agreement.
2. Sick leave for members of the bargaining unit employed on other than a full-time basis shall be credited at the rate applicable under R.C. Chapter 124.

3. All new full-time bargaining unit members and bargaining unit members with no sick leave will be advanced up to five (5) sick days at the beginning of the school year to be deducted as sick leave is earned.
4. The immediate family shall be defined as: father, mother, brother, sister, son, daughter, grandmother, grandfather, grandson, granddaughter, legal guardian, or foster or stepparents of said member of the bargaining unit of their spouse, or any person who clearly stands in the same relationship with the member of the bargaining unit as any of those so specified.
5. No bargaining unit member will be intimidated, questioned when calling off, or harassed when using sick leave according to the terms of the negotiated contract.
6. Under no circumstances will a bargaining unit member be docked pay, time or any other compensation or benefit afforded them by this contract for using sick leave according to the terms of this negotiated contract.
7. When sick leave is used by a member for pregnancy or for recovering from a complete pregnancy, a note from the physician is required when planning to return to work. The note must state the date the member is to return to work and that the member is no longer under a physician's care and is physically able to resume full-time duties. After using sick leave, a member has the option to request up to an additional twelve (12) weeks unpaid leave under the Family Medical Leave Act (FMLA) in accordance with Article VI, section K. Upon exhaustion of FMLA leave, the member may request unpaid parental leave in accordance with Article VI, Section C.
8. Sick leave can be used in half or whole days. Sick leave can be used as defined in the ORC 3319.141.

#### Sick Leave Transfer

In extra-ordinary circumstances (a catastrophe), the Association may initiate a one-time transfer of sick leave from bargaining unit members to a named specific unit member who has exhausted or shortly will exhaust his/her accrued sick leave. A member may receive a transfer no more than twenty (20) days in any one school year. Bargaining unit members wishing to assist may transfer no more than one (1) day in any school year. Sick leave can only be transferred for the personal illness of a member or illness of a spouse or dependent children.

The sick leave transfer must be approved by the Board after a written request from the Association for the transfer. The request must detail the reasons for the transfer. The sick leave transfer is irrevocable, and shall cause the contributing member to have his/her sick leave reduced accordingly. It shall be the responsibility of the Association to distribute the approved form and return those requesting a transfer of sick leave to the Treasurer's office. See Appendix E.

B. Sabbatical Leave

1. Eligibility

Any teacher who has completed three (3) or more years of regular, full-time service in the Salem City Schools, may be granted a leave of absence without pay for professional study and improvement or for an experience closely related to the employee's teaching responsibilities.

2. Application for Leave

An application for leave shall be filed in writing with the Superintendent no later than April 15 of the school year preceding the period for which leave is requested. The application shall include a prospectus for professional growth, which will outline the plan of study or service to be undertaken. Upon recommendation by the Superintendent, the Board shall grant the leave of absence.

3. Length of Leave

Sabbatical leaves of absence shall be granted for up to one (1) school year only. An extension of one (1) year may be granted for professional study only, provided the teacher files a timely application for such extension.

At the expiration of the specified period of leave, or any granted extension, the teacher terminates his/her affiliation with the Salem City Schools if he/she at that time declines to return to the District.

4. Application for Reinstatement

Application for reinstatement must be made in writing to the Superintendent at least sixty (60) days prior to the expiration of the sabbatical leave. Upon return from a leave of absence, the member shall assume the contract status held prior to embarking upon the leave.

5. Credit on Salary Schedule

Upon the return of the teacher to full-time employment, and his/her completion of the approved program of study or professional improvement, the Board shall grant credit on the salary schedule for such time spent in an approved program of study or professional improvement.

6. Tuition

Graduate hours completed during sabbatical leave shall be reimbursed if they fall within the guidelines of the tuition reimbursement provision of this Agreement.

7. Insurance

Members of the instructional staff on such leave shall be provided health care coverage continuation under the Consolidated Omnibus Budget Reconciliation Act of 1985 (C.O.B.R.A.).

C. Parental Leave

1. Definition

A parental leave is absence from school without pay. This leave shall be for either males or females, and also may be used by a member who is pregnant, or recovering from completed pregnancy, or by a member who is adopting a child under the age of six.

2. Procedure for Parental Leave

A member who desires a parental leave shall notify the Superintendent at least thirty (30) days in advance of the intended commencement of said leave.

A bargaining unit member taking parental leave that is related to adoption, shall give notice of the leave as soon as the member is notified as to when the child will be delivered.

Notification of the intention to take Parental Leave shall be in writing and shall indicate the actual date for commencement and termination of the leave.

The member's failure to make a timely application or notice shall not be grounds for denying the approval of leave, or any other right or privilege provided in this section.

3. Term of Parental Leave

In the event of a leave which commences during first semester, the leave may extend for the balance of that school year. In the event of a leave which commences after March 15, the leave may extend for the balance of that semester and the following school year. A parental leave of absence may be extended for additional semester or school year, due to special circumstances and upon approval of the Superintendent shall be extended at the request of the member who adopted a child. No member shall be entitled to two (2) consecutive parental leaves for the same child.

4. Termination of Parental Leave

Bargaining unit members who have requested and been granted parental leaves of absence for the first semester shall notify the Superintendent of their intention to return for the second semester no later than December 1. Bargaining unit members who have requested and have been granted parental leaves of absence for the second semester, or for the balance of the school year, shall notify the Superintendent of their intention to return from such leave for the succeeding school year no later than April 1<sup>st</sup>.

5. Disability During Pregnancy or Adoption

A pregnant bargaining unit member or a member adopting a child under the age of six (6) shall be entitled to use sick leave in accordance with the following provisions:

- a. In the case of a pregnant member, for the period of disability as certified by the member's physician; and
- b. In the case of adoption, for a period of not more than six (6) calendar weeks.

6. Early Termination of Parental Leave

Upon written request of a member of the bargaining unit to the Superintendent, a parental leave of absence shall be terminated provided that the member is no longer under a physician's care and is physically able to resume full-time duties. Termination will be made within thirty (30) days from receipt of the request to terminate or at the beginning of the next semester, whichever is less.

7. Insurance

Members of the instructional staff on such leave shall be provided health care coverage continuation under the Consolidated Omnibus Budget Reconciliation Act of 1985 (C.O.B.R.A.).

D. Leave for Personal Illness

1. Eligibility:

A bargaining unit member who is unable to perform satisfactorily the duties of his/her assigned position because of personal illness or other disability shall be granted a leave of absence without pay for the remainder of the current school year or for an entire school year if so requested by the member.

2. Application for Leave:

A written application for such leave shall be filed with the Superintendent and shall be accompanied by a statement from the bargaining unit member's attending physician stating that an illness or other disability is present and recommending that the member be relieved of his/her duties.

3. Application for Reinstatement

After a request for leave due to illness or other disability has been granted, the responsibility of notifying the Board of his/her intention to return to duty rests with the bargaining unit member.

Such notification of intention to return from leave shall be accompanied by a statement from the member's attending physician indicating that the member is medically able to perform his/her duties.

4. Insurance

Members of the instructional staff on such leave shall be provided health care coverage continuation under Consolidated Omnibus Budget Reconciliation Act of 1985 (C.O.B.R.A.).

E. Jury Duty/Witness Leave

1. A bargaining unit member who is summoned for jury duty or subpoenaed as a witness before a court or agency shall be granted leave for the specific day(s) summoned. Said leave shall be with pay. If the jury duty is five days or less, the employee may keep all court compensation. If the call to duty extends beyond five working days, the employee shall remit to the board court compensation less travel expenses for day six and beyond.
2. As it relates to the grievance procedure: Leave will be granted only to those members of the bargaining unit with direct knowledge of the alleged grievance and the necessary leaders from the Association.
3. Members of the bargaining unit, who because of events occurring during the course of their employment in the school system, are subpoenaed by the Board to

appear in a legal proceeding will receive their regular compensation from the Board, provided the compensation received from the Court for the service performed is remitted to the Board, less transportation expenses paid by the Court and expressly denominated as such.

4. In the event that an employee is summoned for jury duty or to appear as a witness on a day(s) when the employee is not required to work for the Board, the employee shall be entitled to retain all compensation received from the Court.

F. Unpaid Leave of Absence

1. Upon written request, the Board may grant certified employees up to two (2) semesters leave of absence without pay. Such leave may be renewed by the Board following a written request to the employee.
2. A written application for such leave shall be filed with the Superintendent not less than sixty (60) days in advance of the anticipated commencement of such leave and shall include a statement of the member's reasons for the leave. Such leave may commence only at the start of a semester. In an emergency, the sixty (60) days shall be waived provided a suitable replacement is available.
3. To be eligible for consideration for such leave, the member must have been in the employment of the Salem City School District for at least three (3) years. Such leaves may not be used to permit the member to pursue other employment opportunities. A maximum of five (5) staff members, in any year, and no more than one per building will be eligible for such leave.
4. Members of the instructional staff on such leave shall be provided health care coverage continuation under the Consolidated Omnibus Budget Reconciliation Act of 1985 (C.O.B.R.A.).
5. A bargaining unit member granted such leave for the first semester must submit a written notice to the Superintendent of his/her intent to return for the second semester no later than December 1. A bargaining unit member granted such leave for a school year of the second semester must submit written notice to the Superintendent of his/her intent to return for the following school year no later than April 1.

G. Assault Leave

1. An employee shall be granted assault leave in the event that said employee is absent due to physical disability resulting from an assault which occurs in the course of Board employment. The bargaining unit member shall return to work when the attending doctor certifies the member is able to resume full-time employment.
2. An application for assault leave shall be on prescribed forms (Appendix D) supplied by the administration and shall be signed by the employee, and, if applicable, the licensed physician of the employee. Assault leave granted under this policy by the Superintendent shall not be charged against sick leave earned, or leave granted under other policies adopted by the Board of Education.
3. To qualify for assault leave, in addition to the item set forth above, the employee must file claim with the Bureau of Worker's Compensation. All medical payments shall be applied for through the Bureau of Worker's Compensation.
4. However, the bargaining unit member's pay shall not be reduced by benefits received from Worker's Compensation to cover occupational diseases, medical expenses, nursing expenses, hospital services, medicines, and/or rehabilitation services.
5. If an employee becomes permanently disabled due to an assault, he/she shall apply for disability retirement. If disability retirement is granted, assault leave benefits shall end on the effective date of his/her retirement. See Appendix D.

H. Personal Leave

1. A maximum of three (3) days of personal leave per school year shall be available to each certificated staff with no loss of pay. Personal leave days shall be granted on a half (1/2) day or full day basis. Such leave shall not accumulate from year to year. Such leave may not be used to extend vacation or holiday periods, on service days, on parent conference days or on any day during the last twenty (20) days of the school year except in emergencies, weddings, graduations, or funerals as approved by the Superintendent.
2. Such leave may be denied in the event that more than ten percent (10%) or five (5) individuals, whichever is less, of the staff on any building seeking to use personal leave on any one day provided that such limitation may be waived based on the availability of substitute teachers.
3. Notification of personal leave must be filed with the building principal, with a copy to the Superintendent, at least two (2) days in advance of the day requested. The Administration has the right to consult with the member about a postponement.

4. When a bargaining unit member needs to use a personal day as a result of an unexpected event, the member shall not be required to give the two day advance notice.
5. For the nonuse of personal days, the bargaining unit members may add at the end of the school year one-half (1/2) day to their accumulated sick leave balance for each personal day not used in that school year. Members who have accumulated the maximum number of sick days (270) will receive fifty dollars (\$50.00) for each unused personal day.

I. Professional Leave

1. Each bargaining unit member may be granted upon request a maximum of two (2) days professional leave for professional meetings, clinics, school visitations, workshops, or student related activities without loss of pay. Coach's clinics are considered professional leave. Attendance by members at State Tournaments and/or academic competitions as a spectator will require the use of personal days.
2. Bargaining unit members shall submit requests for professional leave to the Superintendent at least two (2) weeks prior to the date of the meeting. Notification period may be waived by the building principal.
3. The Board shall pay the bargaining unit members' registration fees, lodging, meals, parking and mileage in accordance with the Board of Education's approved amounts when proper receipts are submitted. Receipts are required in all areas with the exception of mileage which shall be paid per the IRS.
4. If a bargaining unit member is requested to attend an inservice meeting by the Administration, that day shall not be counted as one of the professional days provided and shall be reimbursed for all expenses.
5. All professional meetings must be approved by the Superintendent.

J. Association Leave

A total of six (6) days of member absence per school year shall be granted to the bargaining unit member for attendance as a delegate or official representative at the OEA's annual statewide meetings. The Association President shall notify the Superintendent at least two (2) weeks in advance of the individuals who have been selected to attend such meetings.

K. Family Medical Leave Act (FMLA)

1. The parties agree to abide by the provisions of the federal Family and Medical Leave Act of 1993.
2. Upon the terms and conditions of this provision, each employee is entitled up to twelve (12) weeks of leave in any 12-month period. The "12-month period" shall be a "rolling" 12-month period measured backward from the date an employee uses any FMLA leave.
3. The provision shall be administered according to the Rules and Regulations of the U.S. Department of Labor for the Family and Medical Leave Act of 1993.

L. Recognition Pay

1. Effective during the term of this contract, each employee who has zero (0) days of absence chargeable to sick leave and/or personal leave shall receive incentive payments from the Board according to the following schedule:

An employee who has used no days of sick leave or personal leave during the first semester shall receive a one-time recognition payment of One Hundred Fifty Dollars (\$150.00). An employee who has used no sick leave or personal leave during the second semester shall receive a one-time recognition payment of One Hundred Seventy-Five Dollars (\$175.00).

2. Eligibility

To be eligible, an employee must have been employed by and performed service in the Salem City School District for the full school year;

3. Employees who qualify for payment of the Recognition Pay Plan shall be paid no later than June 30 of each school year.

M. Life Insurance

The Board shall provide term life and accidental death and dismemberment coverage in the amount of fifty thousand dollars (\$50,000.00) for each teacher.

Bargaining unit members may purchase additional term life insurance at the group rate, in five thousand dollar (\$5,000.00) increments, up to a maximum of fifty thousand dollars (\$50,000) 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 fifty percent (50%) at age sixty-five (65). The specific terms of the policy are contained in the life insurance contract.

N. Medical Insurance

In order to be eligible for insurance, an employee must be scheduled for at least twenty (20) hours per week.

1. Full-time employees shall pay eight percent (8%) of the Board's cost for medical insurance up to a maximum of sixty dollars (\$60.00) per month for single coverage and one hundred forty five dollars (\$145.00) per month for family coverage for medical, prescription and dental insurance.

Part-time employees shall pay fifty percent (50%) per month for the premium for employee coverage and family coverage for medical, prescription, and dental insurance.

2. 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.

The Association and the Board agree that the Board shall not be required to make available to and to inform members of the Association of any option to enroll in a health maintenance organization established pursuant to Chapter 1742 of the Ohio Revised Code.

3. Preferred Provider – Doctors/Hospital

- a. 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.
- b. 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.

4. 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:

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

- b. The employee will pay the twenty percent (20%) co-payment to the provider and the remaining eighty percent (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 twenty percent (20%) co-payment.
- c. The deductible will be waived.
- d. The list of covered expenses shall be agreed upon by the COG and the Stark County OEA office representative.
- e. Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provisions to apply.
- f. Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

5. Well Baby Care: One thousand dollars (\$1,000).

6. Diabetic Management Program: Will be part of all PPO programs.

7. Early Retirement Incentive

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

8. Specifications – PPO:

Maximum Benefits	Unlimited
Deductible	\$100/individual
	\$200/family
Accumulation Period	Calendar Year

Co-Insurance Provision

In-System: Ninety percent (90%) by the insurance carrier and ten percent (10%) by the patient up to a yearly maximum out-of-pocket of five hundred dollars (\$500) per individual or one thousand dollars (\$1,000) for two (2) or more family members. After the out-of-pocket has been met by the employee, one hundred percent (100%) of the eligible charges will be paid.

Out-of-System: Eighty percent (80%) by the insurance carrier and twenty percent (20%) by the patient up to a yearly maximum out-of-pocket of one thousand dollars (\$1,000) per individual or two thousand dollars (\$2,000) for two (2) or more family members.

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

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

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

Pre-Admission Certification – Under the Pre-Admission Certification/Concurrent Review Program, the doctor's recommendation for non-emergency hospitalization is reviewed and "pre-certified" before the individual is admitted to the hospital. Any elective non-emergency hospital stay (including maternity admissions) must be pre-certified. Failure to follow the pre-admission procedure may result in the patient paying the first two hundred dollars (\$200.00) of room and board charges.

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

The Board shall continue to provide employee(s) who retire at the end of the school year with all insurances and benefits as described in the Negotiated Agreement through August 31st.

O. Dental Insurance

The Board shall provide dental coverage and pay one hundred percent (100%) of the premium for all full-time employees and fifty percent (50%) of such costs for part-time employees electing such coverage.

Plan description (summary only):

- |    |                                  |                                               |
|----|----------------------------------|-----------------------------------------------|
| 1. | Maximum benefits/covered person: | Class I, II or III - \$2,500/person per year. |
| 2. | Deductible-Ind.                  | \$25 per year                                 |
| 3. | Deductible-Family                | \$75 per year                                 |
| 4. | Co-insurance Amounts             |                                               |
|    | a. Class I – Prevention          | 100% of Usual & Customary (no deductible)     |
|    | b. Class II - Basic              | 80% of Usual & Customary                      |
|    | c. Class III – Major             | 80% of Usual & Customary                      |
|    | d. Class IV – Orthodontia        | 60% of Usual & Customary                      |

Lifetime Maximum

Orthodontia \$1200/per individual

P. Optical Insurance

Each Bargaining Unit Member shall receive a four hundred dollars (\$400.00) vision benefit during the period September 1, 2014 through August 31, 2016. Each qualified dependent shall receive a two hundred dollar (\$200.00) vision benefit during the period September 1, 2014, through August 31, 2016.

Q. Tuition Reimbursement

Subject to the applicable provisions of the Internal Revenue Service code, the Board shall pay each bargaining unit member, upon completion of work on the graduate level provided and in compliance with the procedures below, one hundred sixty-five dollars (\$165.00) per semester hour or one hundred fifteen dollars (\$115.00) per quarter hour for graduate hours completed on and after September 1, 2014 provided, however, that in no event shall payments from the Board to the bargaining unit member exceed the actual tuition costs incurred by the employee taking the course. The total amount of tuition reimbursed for all bargaining unit members is limited to thirty-five thousand dollars (\$35,000) annually for each contract year. At the end of each contract year, any part of

the annual amount will be rolled over into the following year to be used for additional reimbursement. At the end of two (2) years, any remaining unused reimbursement amount will be placed into the general fund.

R. Hepatitis/Meningitis Shots

The Board of Education will pay for Bargaining Unit Members to receive Hepatitis shots and Meningitis shots when it is required to fulfill the responsibilities of their position or required as the result of their position, but only when administered by the Columbiana County Health Department or the School Nurse. The medical insurance carrier will not cover the above shots when taken to fulfill the responsibility of a bargaining unit position or required as a result of their position.

S. Section 125 Tax Shelter

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

**ARTICLE VII – COMPENSATION**

A. Salaries

1. Effective with the beginning of the 2014-2015 contract year, the base salary shall be Twenty-Nine Thousand Nine Hundred Five Dollars and Seventy-Eight Cents (\$29,905.78), a one and one-half percent (1-1/2%) increase.
2. Effective with the beginning of the 2015-2016 contract year, the base salary shall be Thirty Thousand Two Hundred Four Dollars and Eighty-Three Cents (\$30,204.83), a one percent (1%) increase.
3. For each contract year, each bargaining unit member will receive a one-time payment of one-half percent (0.5%) calculated at their salary schedule placement if line 12 of the May Five-year forecast shows at least a five hundred thousand dollar (\$500,000) carryover. If line 12 of the May Five-year Forecast shows at least a one million dollar (\$1,000,000) carryover, each bargaining unit member will receive an additional one half percent (0.5%) payment calculated at their salary schedule placement for a total of one percent (1%) payable on the first scheduled pay in June. The SEA can exercise its option for verification of Five-year Forecast by the Ohio Education Association Research Consultant. If there is a dispute on the accuracy between OEA and the Board, then the SEA and the Board will split the costs to have the forecast reviewed by an independent school finance expert.

B. Paydays

1. Bargaining unit members shall be paid in either twenty-six (26) or twenty (20) equal pays via direct bank deposit. Members beginning service with the Board or members desiring to change the number of annual salary installments shall notify the Treasurer of the Board no later than Friday prior to the first pay in the contract. Notification shall be in writing and on forms supplied by the Treasurer's Office. The number of annual salary installments selected by the members shall continue from year to year, and cannot be changed during the course of a school year. Members who fail to notify the Treasurer of the number of installments desired shall be paid on the twenty-six (26) installment plan. Any adjustments of pay periods will be discussed with the President of the Association.
2. Paydays shall be every other Friday.
3. Should the payday fall on or during a holiday, members' compensation shall be deposited at least one (1) business day preceding the holiday.

C. Bargaining Unit Member Salary For One Day

A bargaining unit member's salary for one (1) day is the annual salary divided by the number of contracted days in the individual member's contract year.

D. Retirement Provisions

1. Severance Pay

- a. Bargaining unit members who have served ten (10) or more years in the Salem City Schools may, at the time of their retirement from the Salem City Schools and have acceptance for receipt of retirement benefits by the State Teacher's Retirement System, will be paid in cash for one-fourth (1/4) of the value of their accrued but unused sick leave. Payment for severance pay shall be made upon receipt by the Board of satisfactory evidence that the member has been accepted for retirement benefits by the State Teacher's Retirement System. The maximum severance is sixty-seven and one-half (67.5) days for two hundred seventy (270) accumulated unused sick leave.
- b. For employees with twenty-five (25) years of service to the Salem City Schools, and who have accumulated two hundred seventy (270) unused sick leave days, their severance shall be seventy-seven (77) days upon retirement if the notice is given by March 15, annually.
- c. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment can be paid in one lump sum or in two payments as requested by the retiring members.

- d. Severance pay benefits for eligible certificated employees who die while on active pay status or on a leave of absence per this Negotiated Agreement shall be paid to the member's life insurance beneficiary.
- e. All retirees eligible for severance and at least 55 years of age must participate in a special tax deferred retirement savings plan ("plan"). The employer contribution shall be made in a lump sum to the company on member's behalf under the plan in an amount equal to the lesser of:
  - 1. The total amount of the participant's severance pay, or
  - 2. The maximum contribution amount allowable under the terms of the plan.
- f. To the extent that a plan participant's pay exceeds the maximum amount allowable under plan for a calendar year, the excess amount shall be payable to the retired employee in a lump sum in the first pay in September each year.
- g. Severance pay benefits for eligible certificated employees who die prior to the effective date of a contribution to the plan, shall be paid to the member's life insurance beneficiaries and/or contingent beneficiaries.

2. Retirement Incentive

- a. A one-time retirement bonus of thirty-five percent (35%) of the salary received by the bargaining unit member in the contract year the bargaining unit member first becomes eligible for retirement including extended service days, but excluding supplemental contracts, will be available to bargaining unit members who become first-time eligible for retirement under new Unreduced Benefit STRS guidelines and retire effective at the end of the school year or before the next school year in which they qualify. Persons who qualify to retire under the new Reduced Benefit STRS rules, or the 5/60 rule would become eligible upon reaching these standards. Such individuals choosing not to retire when first eligible under Reduced Benefit guidelines would not become eligible again until reaching the un-reduced benefit guidelines.
- b. The Superintendent must receive an irrevocable notice of intent to retire by March 15 of the eligible retirement year. Two (2) payments shall be made of equal amounts: the first being in January of the calendar year following the retirement and the second being the next January.
- c. First time eligibility includes the purchasing, if the member chooses to do so, of STRS credit.

- d. Individual bargaining unit members are responsible to know when they become eligible and must provide proof from STRS of first-time eligibility.
- e. With knowledge of eligibility, the Board, through the Superintendent and the Treasurer, will provide a dollar amount for the thirty-five percent (35%) to individuals considering the retirement incentive program.
- f. SEA and the Board will issue a list of individuals thought to be eligible for the retirement incentive. This list will be posted in each building in the month of September.
- g. The retirement incentive program is not available to any individual who has previously retired from any Ohio public retirement system, any individual who has retired due to a disability or any individual who has left the active service of the school district prior to the first year of eligibility.

E. Mileage

The Board shall pay those bargaining unit members who are authorized to use their automobiles for school business at the IRS rate per mile.

F. Extended Time

All extended time shall be paid at the per diem rate of the bargaining unit member assigned to the following positions.

School Years 2014-2016

Guidance Counselors High School/Elementary	10 Days
Guidance Counselor – Jr. High	10 Days

G. Salary

To be eligible for placement in the MA +15 column, the bargaining unit member must hold a Master's Degree in an education field and have earned fifteen (15) semester graduate hours or the equivalent of twenty-three (23) quarter hours in his/her area(s) of certification after the Master's Degree has been awarded to the member.

To be eligible for placement in the MA +30 column, the bargaining unit member must hold a Master's Degree in an education field and have earned thirty (30) semester graduate hours or the equivalent of forty-five (45) quarter hours in his/her area(s) of certification after the Master's Degree has been awarded to the member.

H. Salary Adjustment

When a teacher completes additional training which would qualify the teacher for a higher salary qualification, the Board will authorize salary adjustments on the payroll immediately following the beginning of each semester.

I. Supplemental Salary Provision

1. Supplemental duties shall be defined as those duties which are performed during time in excess of the work day, work week, work year, and in addition to the bargaining unit member's regular duties.
2. All supplemental positions will be posted when vacated. These positions shall be on Association bulletin boards in all teachers' workrooms/conference/lounge.
3. All supplemental contracts will automatically expire at the end of their term without further notification from the Board.
4. Supplemental contracts to be paid according to Appendix B attached hereto.
5. Should, during the course of this agreement, student activities, including student sports programs and/or student clubs, be added by approval of the Board, the Board and the Association shall bargain the compensation for the position(s). Such bargaining shall commence not later than thirty (30) days after creation of the position by the Board.

J. Curriculum Compensation

Notwithstanding other provisions of this agreement, if curriculum or Continuous Improvement Plan (CIP) development is initiated by the Administration on behalf of the Board and such study is requested by the Administration to take place during the school year or vacation periods, it should be approved by the Board under an extended service type of agreement and those requested and involved shall receive compensation for the extended periods of time set forth in the contract at the rate of twenty-two dollars (\$22.00) per hour.

K. Payroll Deductions

Upon the request of the bargaining unit member, the Board shall provide for the following payroll deductions:

1. Income Protection Insurance
2. Employee's Credit Union
3. Tax Sheltered Annuities – when six (6) or more employees request a deduction

4. Cancer Insurance
5. Payroll deductions for enrollment in the United Teacher Profession (SEA, ECOEA, OEA, and NEA), shall be provided. Once authorized in writing by the employee, such deductions shall continue unless a written request for revocation of the deduction is received by the Treasurer. This deduction shall begin with the first pay date on or after October 15 and shall be made in sixteen equal installments. All authorizations for deductions must be in writing and must be received in the Treasurer's Office no later than October 1.
6. United Fund
7. City taxes other than Salem's if requested by the affected bargaining unit member and subject to the following restrictions:
  - a. Ohio City
  - b. City must be willing to accept payroll taxes

L. Tuition Waiver for Bargaining Unit Member Dependents

Upon the written request of any member of the bargaining unit, the Salem City School District shall permit the student enrollment of the dependent(s) of such member(s) of the bargaining unit regardless of the school district in which they reside; and the enrollment of such dependent(s) shall be as an open enrollment student. If the employee resides out of state, the dependent will be enrolled without any tuition charge. However, this provision shall be limited by the Superintendent's determination of availability of space for new students in existing programs and, furthermore, the district shall not be required to implement programs not in effect at the time of the request.

**ARTICLE VIII – JOB SECURITY**

A. Termination and Non-Renewals

With the exception of the following provisions, the Board will follow O.R.C. 3319.11 and O.R.C. 3319.111 on all non-renewals.

Limited contract teachers who have completed more than three (3) years of service with the district and who are recommended for non-renewal by the Superintendent shall be provided written notice from the Superintendent of that recommendation, and the reasons which form the basis for that recommendation. The notice will further advise the bargaining unit member of his/her right to meet with the Board and administration in executive session before the Board acts on the non-renewal recommendation to present argument against his/her recommended non-renewal and to be represented in such meeting. Following such meeting, if one is requested, the Board shall review the

recommendation of the Superintendent and make the final decision regarding non-renewal, which decision shall not be subject to the grievance procedure.

B. Reduction in Force

1. The Board may make a reasonable reduction in force for the following reasons:
  - a. Decrease in enrollment
  - b. Suspension of schools or territorial changes affecting the districts
  - c. Return to duty of a regular bargaining unit member from a leave of absence
  - d. Financial reasons.

If the RIF is for financial reasons, a detailed report on the financial affairs of the District will be provided to the Association President.

2. If it becomes necessary to have a reduction in force, it shall first be made through attrition resulting from resignation, retirement, and transfers. Non-renewal of contracts shall not be used as a means of RIF. An employee who is displaced (RIF'd) during the school year shall be eligible to continue insurance coverage at the employee's current level of coverage and at the District's expense minus the employee's premium share for the next sixty (60) days after the effective date of the displacement or the end of the current contract year, whichever occurs first (see Article VI, Section N.3).
3. Preceding the date of implementation, the Association President shall be notified of the Board's intent to reduce force.
4. A meeting(s) shall be held between the representatives of the Association and representatives of the Board to review appropriate data that would indicate the need for a RIF. Said meeting(s) shall be held within five (5) days of the Association's request for such meeting(s).
5. Reduction
  - a. All bargaining unit members shall be placed on RIF lists for each teaching field for which they are properly certified/licensed by November 1<sup>st</sup> of any school year at which time the lists shall be presented to the Association President.
  - b. Bargaining unit members serving under continuing contracts will be placed at the top of the RIF list in descending order of seniority. Paragraph D., below, controls the order of staff reductions.

- c. Bargaining unit members serving under limited contracts will be placed on the RIF list under continuing contract teachers also in descending order of seniority. Paragraph D., below, controls the order of staff reductions.
- d. Recommended reductions in a teaching field will be made by the Superintendent who shall, within each teaching field affected, give preference to teachers on continuing contracts but shall not give preference to any teacher based upon seniority, except when making a decision between teachers who have comparable evaluations.
- e. A bargaining unit member so affected may elect to displace a fellow staff member who holds a lower position on the RIF list in another area of certification so long as the evaluations for the member affected and the member displaced are comparable.

6. Seniority

Seniority shall be defined as the continuous service of employment of a bargaining unit member beginning with the date of the Board meeting at which the bargaining unit member was hired and then by coin flip in the event of a tie.

- a. Seniority shall be defined as the continuous service of employment of a bargaining unit member beginning with the date of the Board meeting at which the bargaining unit member was hired and then by:
  - i. The date the bargaining unit member signed his/her initial employment contract in the district (this provision applies to bargaining unit members hired prior to the 2003-2004 contract year), and then by:
  - ii. Coin flip in the event of a tie.
- b. Continuous employment shall be defined as the unbroken employment as a bargaining unit member with the Salem City School District including all time the member was on Board approved leaves of absence. Such leave shall not interrupt seniority, but time spent on leave shall not count towards seniority.
- c. The Board shall provide to the Association a copy of the seniority list for all bargaining unit members by November 1<sup>st</sup> of each school year.
- d. Areas of certification shall be defined as the teaching and/or subject area(s) in which a bargaining unit member is certified by the Ohio Department of Education.

7. Recall

Names of the members whose contracts are suspended due to a reduction in force shall be placed on a reduction in force (RIF) list based on seniority and certification. When there is an opening, the member shall be restored by the Board at the same seniority, salary and fringe benefits as he or she would have received if a reduction in force had not taken place, provided, however, such member shall not be granted service credit for salary purposes for such time such member's contract was suspended. Members with continuing contracts shall be recalled in preference to members with limited contracts, regardless of seniority. Teachers whose continuing contracts are suspended shall have the right of restoration to continuing service status by the board if and when teaching positions become vacant or are created for which any of such teachers are or become qualified. Seniority shall not form the basis for rehiring a teacher, except when making a decision between teachers who have comparable evaluations. Teachers whose limited contracts are suspended shall have the right to restoration by the board if and when teaching positions become vacant or are created for which any such teachers are or become qualified. Seniority shall not form the basis for rehiring a teacher, except when making a decision between teachers who have comparable evaluations. No new members may be hired by the school system for any position as long as there is a member qualified for the position on the RIF list.

8. Availability for Recall

- a. If an opening occurs, the Board shall send a certified letter to all members qualified for the position to their last known address to advise them of such position. It is the member's responsibility to keep the Board informed of his/her whereabouts. The member shall notify the Board within fifteen (15) days from the date the letter is received to indicate his/her availability for such a position. If the certified letter is returned unopened or the member does not respond to the letter, the Board shall then reinstate the next eligible person on the list provided that the letter was mailed to the correct address as indicated by the forwarding address supplied by the member.
- b. When a member's contract is suspended because of a reduction in force, the member's name will remain on the RIF list for a period of twenty-four (24) months. The twenty-four (24) months shall be from September 1<sup>st</sup> to August 31<sup>st</sup>. The list must be available to the Association at all times.

9. Notwithstanding any of the above provisions or Ohio law, no member of the bargaining unit shall be displaced (bumped) by a member of the bargaining unit who has a lower three (3) year average evaluation rating, regardless of contract status or seniority. For bargaining unit members who have fewer than three (3) evaluations under OTES or who have worked less than three (3) years, the rating will be the average rating based upon the number of years worked.

10. All teacher evaluations shall be considered equivalent and comparable for the 2014-2015 school year.
11. For the 2015-2016 school year, comparable shall be defined as follows:
  - a. All Accomplished, Skilled, and Developing-rated teachers shall be considered comparable.
  - b. All Ineffective rated teachers shall be considered comparable.
12. For the 2016-2017 school year and beyond, “comparable” shall be defined as follows:
  - a. All Accomplished rated teachers shall be considered comparable.
  - b. All Skilled and Developing rated teachers shall be considered comparable.
  - c. All Ineffective rated teachers shall be considered comparable.
13. For the purposes of RIF, all OTES and non-OTES evaluations will be deemed comparable.
14. No reduction in force for the following school year shall be implemented after June 1. Further, this shall be the only time RIF shall be implemented.
15. Among employees with comparable evaluations, seniority shall be the determining factor in implementing the displacement rights such employees shall have. The seniority provisions as described in the Negotiated Agreement will apply.
16. Employees on layoff shall be permitted to continue their group medical policies under COBRA. For employees who are laid off after the end of the school year, the Board will continue their coverage through August 31st.

**C. OHIO TEACHER EVALUATION SYSTEM (OTES) EVALUATION**

1. Application
  - a. The OTES procedure described in this Article applies to teachers who meet one of the following categories:
    - 1) A teacher working under a license issued under Ohio Revised Code (ORC) Sections 3319.22, 3319.26, or 3319.226 who spends at least fifty percent (50%) of his/her time providing content-related student instruction; or

- 2) A teacher working under a permanent certificate issued under ORC 3319.222 as existed prior to September, 2013, who spends at least fifty percent (50%) of his/her time providing content-related student instruction; or
  - 3) A teacher working under a permanent certificate issued under ORC 3319.222 as it existed prior to September, 2006, who spends at least fifty percent (50%) of his/her time providing content-related student instruction; or
  - 4) A teacher working under a permit issued under ORC 3319.301 who spends at least fifty percent (50%) of his/her time providing content-related student instruction.
- b. This teacher evaluation policy does not apply to substitute teachers or instructors of adult education.
  - c. Teachers not subject to the OTES Evaluation Procedure shall be evaluated in accordance with the Evaluation Procedure contained in the current Agreement.

## 2. Definitions

### a. Evaluation Instruments

Forms used in the OTES Evaluation Procedure will be those provided by ODE. The Evaluation Committee shall consider and recommend updates to evaluation forms each school year.

### b. Student Growth Measures

A student growth measure is a unit of academic growth projected for a student over a specific period of time which has been established according to a set of procedures defined either by the value-added data system, by the school district for approved vendor assessment, or locally developed student learning objectives (SLOs).

### c. Student Learning Objectives

Student Learning Objectives include goals identified by a teacher or group of teachers that identify expected outcomes or growth targets for a group of students over a period of time.

### d. Teacher-Level Value-Added

Teacher-Level Value-Added refers to the value-added methodology provided by ODE. Where value-added data for grades 4-8 for English

language arts and mathematics exist (via state-provided assessments), value-added data must be one of the multiple measures used in calculating student growth.

Teacher-level value-added data shall be used in proportion to the part of a teacher's schedule of courses or subjects for which the value-added data is applicable. For the 2014-2015 school year and each school year thereafter, the entire student academic growth factor of the evaluation shall be based on the value-added data for a teacher whose schedule is comprised only of courses or subjects for which teacher-level added data is applicable.

3. Evaluation Committee

- a. A standing Evaluation Committee will meet at least twice each year, once before January 15 and once again in May, to make recommendations regarding the evaluation process based on information reported to the Committee by teachers and evaluators. The Evaluation Committee will be comprised of four (4) members appointed by the Superintendent and four (4) members appointed by the Association President. The Committee shall be advisory only. Other than mandatory changes required by law, any recommended changes by the Committee to the evaluation procedure shall be by mutual agreement of the parties and subject to ratification by the Association and Board.
- b. The Committee shall be provided release time for all meetings or shall be compensated at curriculum rate for meetings beyond the contractual workday.
- c. Members of the Committee shall receive training in the use of OTES. The cost, if any shall be borne by the Board.
- d. The Committee shall establish by mutual agreement a meeting calendar.

4. Procedures

a. Self-Assessment

Teachers may complete a self-assessment form to identify strengths and areas for growth. Completion of the self-assessment is optional and within the teacher's discretion to share the form with his or her credentialed evaluator.

b. Evaluation Schedule

- 1) Teachers shall be evaluated once each school year, including at least two (2) formal observations and at least two (2) classroom walkthroughs.
- 2) Teachers on a limited contract who are under consideration for nonrenewal shall receive at least three (3) formal observations and at least three (3) classroom walkthroughs.
- 3) Teachers who receive a rating of “Accomplished” on their most recent evaluation shall be evaluated every other school year.
- 4) Evaluations shall be completed no later than May 1st, and the final summative evaluation will be provided to the teacher no later than May 10th.
- 5) If either the teacher or evaluator is absent from work, all timelines established within this Article shall be automatically extended by the days of absence.

c. Observations

- 1) A formal observation shall be at least thirty (30) consecutive minutes in duration.
- 2) All formal observations shall be scheduled in advance with the teacher.
- 3) All formal observations shall be preceded by a pre-observation conference between the evaluator and the teacher within three (3) working days. At the pre-observation conference, teachers shall provide evidence for the class to be observed on the pre-observation form.
- 4) A post-observation conference shall be held no later than five (5) workdays after the observation during which areas of reinforcement and refinement will be discussed. Teachers shall be given the opportunity to provide evidence to support the areas of reinforcement and refinement during the conference. The evaluator shall provide the teacher with copies of all written documentation from the observation.
- 5) A teacher shall be provided additional formal observations at any time upon request.

- 6) The first formal observation shall be completed by the end of the first semester. The second formal observation shall be completed by May 1st.
- 7) Teachers shall not receive a formal observation on a day before or after a holiday.

d. Walkthroughs

- 1) A walkthrough is a formative assessment process that focuses on the following components resulting in brief written notes or summary:
  - a) Evidence of planning
  - b) Lesson delivery
  - c) Differentiation
  - d) Resources
  - e) Classroom environment
  - f) Student engagement
  - g) Assessment
  - h) Any other component of the Standards of Ohio Educators and rubrics approved for teacher evaluation
- 2) A walkthrough shall consist of at least five (5) consecutive minutes but not more than fifteen (15) consecutive minutes.
- 3) Teachers shall not receive a formal walkthrough on a day before a holiday.
- 4) The teacher shall be provided a copy of the walkthrough form, including all scripted and anecdotal documents relative to the walkthrough, no later than five (5) workdays following the walkthrough.
- 5) A teacher shall be granted a formal debriefing after the walkthrough, upon request, to discuss the walkthrough.

e. Performance Assessment

- 1) The fifty percent (50%) teacher performance measure shall be based on the Ohio Standards for the Teaching Profession.
- 2) The evaluator will compile data from information obtained from professional growth or improvement plans, observations, walkthroughs, and conferences with the teacher being evaluated to determine the teacher performance rating.

f. Student Growth Measures

- 1) Student Growth Measures shall be based on SLOs, approved vendor assessments or value-added data, whichever measure is required.
- 2) A student who has forty-five (45) or more absences for the school year will not be included in the determination of student academic growth.
- 3) A teacher who has been on an approved leave of absence for nine (9) weeks or more shall not have the SGM portion of that school year used in the Final Summative Rating of Teacher Effectiveness.

g. Student Growth Measures (SGM) Committee

A standing SGM Committee shall be established for the purpose of reviewing and approving SGMs. The SGM Committee will be comprised of six (6) Association members appointed by the Association President and two (2) Administrators appointed by the Superintendent. All committee members must receive SGM training. The Committee will establish Committee procedures and will develop guidelines for submission and approval of SGMs.

SGM Committee members shall be given release time to meet or shall be compensated at curriculum rate for meetings beyond the contractual workday.

h. Finalization of Evaluation

- 1) A teacher's performance rating will be combined with the assessment of student growth measures to produce the summative evaluation rating based upon the Evaluation Matrix.
- 2) The final evaluation will be completed by May 1st.

- 3) No later than May 10th a copy of the formal written evaluation report shall be provided to the teacher. Within five (5) days after the issuance of the evaluation report to the teacher, a post-evaluation conference will be held between the teacher and the evaluator.
- 4) The teacher and the evaluator shall sign the formal written evaluation report. The teacher's signature shall verify notification to the teacher that the evaluation will be placed on file but shall not be construed as evidence that the teacher agrees with the contents of the evaluation report.
- 5) The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file. A copy, signed by both parties, shall be provided to the teacher. The evaluator's signature shall be construed as evidence of the evaluator's receipt of such rebuttal.
- 6) The teacher's Final Summative Rating Report will be the only document submitted to the Ohio Department of Education through the eTPES System.

5. Professional Growth Plans and Professional Improvement Plans

Teachers must develop Professional Growth or Improvement Plans based on the teacher's level of student growth.

a. Professional Growth Plans

- 1) Teachers whose performance rating indicates above expected levels of student growth will develop a professional growth plan and may choose their credentialed evaluator.
- 2) Teachers whose performance rating indicates expected levels of student growth will develop a professional growth plan collaboratively with their credentialed evaluator and will have input on their evaluator for the next evaluation cycle.

b. Professional Improvement Plans

- 1) Teachers whose performance rating indicates below expected levels of student growth will develop a professional improvement plan with their credentialed evaluator. The Administration shall assign the credentialed evaluator for the subsequent evaluation cycle and approve the improvement plan.

- 2) A professional improvement plan shall be clearly articulated and include the following:
  - a) Improvement Statement consisting of:
    - (1) Performance standard addressed in the plan.
    - (2) Specific statement of the concern: Areas of Improvement.
  - b) Desired Level of Performance
    - (1) Beginning date;
    - (2) Ending date;
    - (3) Level of performance: Specifically describing successful improvement targets.
  - c) Specific Plan of Action
    - (1) Actions to be taken;
    - (2) Sources of evidence that will be examined.
  - d) Assistance and Professional Development  
Specific supports that will be provided, as well as opportunities for professional development.

D. Required Meeting or Hearings

Whenever any bargaining unit member is required to meet with any employer representative concerning any matter of disciplinary nature which could adversely affect the member's status, the member shall be given reasonable, prior written notice of the time and nature of the meeting and shall be entitled to have present an Association representative. This provision does not apply to group faculty or committee meetings.

E. Just Cause

No bargaining unit member shall be disciplined or suspended without just cause.

F. Criminal Records Check

1. A criminal records check will be made for every applicant under final consideration for a position with the Board of Education.
2. No new applicant will be conditionally employed for position in the bargaining unit or otherwise until a criminal records check has been conducted and the results received by the Board.
3. If new applicant fails or refuses to cooperate in a criminal records check, he/she will not be considered for employment in the District.

**ARTICLE IX – GENERAL PROVISIONS**

A. Severability

If any provision of this Agreement is declared invalid by a court of competent jurisdiction, such determination shall not affect the validity of any other provision of the Agreement or the Agreement as a whole which shall remain in full force and effect and the provision declared invalid shall be treated as if it had never been enacted.

This agreement shall be effective according to its terms and shall supersede existing law on the same subject insofar as this is permitted by law. The parties will meet to negotiate any necessary changes in the Agreement relative to the affected provision within thirty (30) days by demand of either party.

B. Equal Opportunity

The Board is an equal opportunity employer. The Board and the Association shall not discriminate against any applicant or employee 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, or handicap.

C. Effects of the Agreement

The terms of this Agreement shall be from 12:01 A.M., September 1, 2014, and shall continue in full force and effect until midnight, August 31, 2016.

This agreement represents the full understanding and commitment between the parties and replaces all previous agreements. This Agreement may be added, deleted from, or otherwise changed only by written amendment properly ratified and executed by both parties.

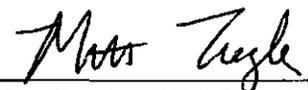
Should there be a conflict between any provision of this Agreement and any Board policy or practice, then this Agreement shall prevail.

No later than sixty (60) days subsequent to the execution of this Agreement, a pdf. copy of this Agreement shall be provided to the Association.

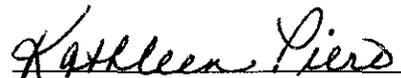
For the Salem City School District  
Board of Education:

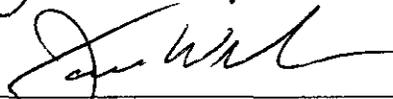
For the Salem Education Association:

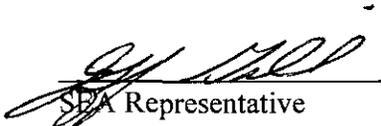
  
\_\_\_\_\_  
Steve Bailey, Board President

  
\_\_\_\_\_  
Matt Ziegler, SEA President

  
\_\_\_\_\_  
Dr. Joseph Shivers, Superintendent

  
\_\_\_\_\_  
Kathleen Piers  
SEA Representative

  
\_\_\_\_\_  
James Wilson, Treasurer

  
\_\_\_\_\_  
SEA Representative

10/1/14  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Ashley Klemann  
SEA Representative  
9/30/14  
\_\_\_\_\_  
Date

APPENDIX A-1

2014-2015 Certified Salary Schedule

29,905.79	BA		BA+150		MA		MA+15		MA+30	
	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary
0	1.000	29,905.79	1.150	34,391.66	1.180	35,288.83	1.265	37,830.82	1.315	39,326.11
1	1.145	34,242.13	1.200	35,886.94	1.235	36,933.85	1.320	39,475.64	1.370	40,970.93
2	1.190	35,587.89	1.250	37,382.23	1.290	38,578.47	1.375	41,120.46	1.425	42,615.75
3	1.236	36,963.55	1.300	38,877.52	1.345	40,223.28	1.430	42,765.28	1.480	44,260.57
4	1.280	38,279.41	1.350	40,372.81	1.400	41,868.10	1.485	44,410.09	1.535	45,905.38
5	1.325	39,625.17	1.400	41,868.10	1.455	43,512.92	1.540	46,054.91	1.590	47,550.20
6	1.370	40,970.93	1.450	43,363.39	1.510	45,157.74	1.595	47,699.73	1.645	49,195.02
7	1.415	42,316.69	1.500	44,858.68	1.565	46,802.56	1.650	49,344.55	1.700	50,839.84
8	1.460	43,662.45	1.550	46,353.97	1.620	48,447.38	1.705	50,989.37	1.755	52,484.66
9	1.505	45,008.21	1.600	47,849.26	1.675	50,092.19	1.760	52,634.19	1.810	54,129.48
10	1.550	46,353.97	1.650	49,344.55	1.730	51,737.01	1.815	54,279.00	1.865	55,774.29
11	1.595	47,699.73	1.700	50,839.84	1.785	53,381.83	1.870	55,923.82	1.920	57,419.11
12	1.640	49,045.49	1.750	52,335.13	1.840	55,026.65	1.925	57,568.64	1.975	59,063.93
13	1.685	50,391.25	1.800	53,830.42	1.895	56,671.47	1.980	59,213.46	2.030	60,708.75
14	1.685	50,391.25	1.800	53,830.42	1.895	56,671.47	1.980	59,213.46	2.030	60,708.75
15	1.685	50,391.25	1.800	53,830.42	1.895	56,671.47	1.980	59,213.46	2.030	60,708.75
16	1.700	50,839.84	1.815	54,279.00	1.910	57,120.05	1.995	59,662.05	2.045	61,157.34
17	1.700	50,839.84	1.815	54,279.00	1.910	57,120.05	1.995	59,662.05	2.045	61,157.34
18	1.700	50,839.84	1.815	54,279.00	1.910	57,120.05	1.995	59,662.05	2.045	61,157.34
19	1.730	51,737.01	1.815	54,279.00	1.910	57,120.05	1.995	59,662.05	2.045	61,157.34
20	1.730	51,737.01	1.845	55,176.18	1.940	58,017.23	2.025	60,559.22	2.075	62,054.51
21	1.730	51,737.01	1.845	55,176.18	1.940	58,017.23	2.025	60,559.22	2.075	62,054.51
22	1.730	51,737.01	1.845	55,176.18	1.940	58,017.23	2.025	60,559.22	2.075	62,054.51
23	1.730	51,737.01	1.845	55,176.18	1.940	58,017.23	2.025	60,559.22	2.075	62,054.51
24	1.730	51,737.01	1.845	55,176.18	1.940	58,017.23	2.025	60,559.22	2.075	62,054.51
25	1.775	53,082.77	1.890	56,521.94	1.985	59,362.99	2.070	61,904.98	2.125	63,549.80
26	1.775	53,082.77	1.890	56,521.94	1.985	59,362.99	2.070	61,904.98	2.125	63,549.80
27	1.775	53,082.77	1.890	56,521.94	1.985	59,362.99	2.070	61,904.98	2.125	63,549.80
28	1.775	53,082.77	1.890	56,521.94	1.985	59,362.99	2.070	61,904.98	2.125	63,549.80
29	1.775	53,082.77	1.890	56,521.94	1.985	59,362.99	2.070	61,904.98	2.125	63,549.80
30	1.775	53,082.77	1.890	56,521.94	1.985	59,362.99	2.070	61,904.98	2.125	63,549.80
31	1.775	53,082.77	1.890	56,521.94	1.985	59,362.99	2.070	61,904.98	2.125	63,549.80
32	1.775	53,082.77	1.890	56,521.94	1.985	59,362.99	2.070	61,904.98	2.125	63,549.80
33	1.775	53,082.77	1.890	56,521.94	1.985	59,362.99	2.070	61,904.98	2.125	63,549.80
34	1.775	53,082.77	1.890	56,521.94	1.985	59,362.99	2.070	61,904.98	2.125	63,549.80
35	1.775	53,082.77	1.890	56,521.94	1.985	59,362.99	2.070	61,904.98	2.125	63,549.80
36	1.775	53,082.77	1.890	56,521.94	1.985	59,362.99	2.070	61,904.98	2.125	63,549.80
37	1.775	53,082.77	1.890	56,521.94	1.985	59,362.99	2.070	61,904.98	2.125	63,549.80
38	1.775	53,082.77	1.890	56,521.94	1.985	59,362.99	2.070	61,904.98	2.125	63,549.80
39	1.775	53,082.77	1.890	56,521.94	1.985	59,362.99	2.070	61,904.98	2.125	63,549.80
40	1.775	53,082.77	1.890	56,521.94	1.985	59,362.99	2.070	61,904.98	2.125	63,549.80
41	1.775	53,082.77	1.890	56,521.94	1.985	59,362.99	2.070	61,904.98	2.125	63,549.80
42	1.775	53,082.77	1.890	56,521.94	1.985	59,362.99	2.070	61,904.98	2.125	63,549.80
43	1.775	53,082.77	1.890	56,521.94	1.985	59,362.99	2.070	61,904.98	2.125	63,549.80
44	1.775	53,082.77	1.890	56,521.94	1.985	59,362.99	2.070	61,904.98	2.125	63,549.80
45	1.775	53,082.77	1.890	56,521.94	1.985	59,362.99	2.070	61,904.98	2.125	63,549.80

APPENDIX A-1

29,905.79	BA		BA+150		MA		MA+15		MA+30	
	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary
46	1.775	53,082.77	1.890	56,521.94	1.985	59,362.99	2.070	61,904.98	2.125	63,549.80
47	1.775	53,082.77	1.890	56,521.94	1.985	59,362.99	2.070	61,904.98	2.125	63,549.80
48	1.775	53,082.77	1.890	56,521.94	1.985	59,362.99	2.070	61,904.98	2.125	63,549.80
49	1.775	53,082.77	1.890	56,521.94	1.985	59,362.99	2.070	61,904.98	2.125	63,549.80
50	1.775	53,082.77	1.890	56,521.94	1.985	59,362.99	2.070	61,904.98	2.125	63,549.80

APPENDIX A-2

2015-2016 Certified Salary Schedule

30,204.84	BA		BA+150		MA		MA+15		MA+30	
	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary
0	1.000	30,204.84	1.150	34,735.57	1.180	35,641.71	1.265	38,209.12	1.315	39,719.36
1	1.145	34,584.54	1.200	36,245.81	1.235	37,302.98	1.320	39,870.39	1.370	41,380.63
2	1.190	35,943.76	1.250	37,756.05	1.290	38,964.24	1.375	41,531.66	1.425	43,041.90
3	1.236	37,333.18	1.300	39,266.29	1.345	40,625.51	1.430	43,192.92	1.480	44,703.16
4	1.280	38,662.20	1.350	40,776.53	1.400	42,286.78	1.485	44,854.19	1.535	46,364.43
5	1.325	40,021.41	1.400	42,286.78	1.455	43,948.04	1.540	46,515.45	1.590	48,025.70
6	1.370	41,380.63	1.450	43,797.02	1.510	45,609.31	1.595	48,176.72	1.645	49,686.96
7	1.415	42,739.85	1.500	45,307.26	1.565	47,270.57	1.650	49,837.99	1.700	51,348.23
8	1.460	44,099.07	1.550	46,817.50	1.620	48,931.84	1.705	51,499.25	1.755	53,009.49
9	1.505	45,458.28	1.600	48,327.74	1.675	50,593.11	1.760	53,160.52	1.810	54,670.76
10	1.550	46,817.50	1.650	49,837.99	1.730	52,254.37	1.815	54,821.78	1.865	56,332.03
11	1.595	48,176.72	1.700	51,348.23	1.785	53,915.64	1.870	56,483.05	1.920	57,993.29
12	1.640	49,535.94	1.750	52,858.47	1.840	55,576.91	1.925	58,144.32	1.975	59,654.56
13	1.685	50,895.16	1.800	54,368.71	1.895	57,238.17	1.980	59,805.58	2.030	61,315.83
14	1.685	50,895.16	1.800	54,368.71	1.895	57,238.17	1.980	59,805.58	2.030	61,315.83
15	1.685	50,895.16	1.800	54,368.71	1.895	57,238.17	1.980	59,805.58	2.030	61,315.83
16	1.700	51,348.23	1.815	54,821.78	1.910	57,691.24	1.995	60,258.66	2.045	61,768.90
17	1.700	51,348.23	1.815	54,821.78	1.910	57,691.24	1.995	60,258.66	2.045	61,768.90
18	1.700	51,348.23	1.815	54,821.78	1.910	57,691.24	1.995	60,258.66	2.045	61,768.90
19	1.730	52,254.37	1.815	54,821.78	1.910	57,691.24	1.995	60,258.66	2.045	61,768.90
20	1.730	52,254.37	1.845	55,727.93	1.940	58,597.39	2.025	61,164.80	2.075	62,675.04
21	1.730	52,254.37	1.845	55,727.93	1.940	58,597.39	2.025	61,164.80	2.075	62,675.04
22	1.730	52,254.37	1.845	55,727.93	1.940	58,597.39	2.025	61,164.80	2.075	62,675.04
23	1.730	52,254.37	1.845	55,727.93	1.940	58,597.39	2.025	61,164.80	2.075	62,675.04
24	1.730	52,254.37	1.845	55,727.93	1.940	58,597.39	2.025	61,164.80	2.075	62,675.04
25	1.775	53,613.59	1.890	57,087.15	1.985	59,956.61	2.070	62,524.02	2.125	64,185.29
26	1.775	53,613.59	1.890	57,087.15	1.985	59,956.61	2.070	62,524.02	2.125	64,185.29
27	1.775	53,613.59	1.890	57,087.15	1.985	59,956.61	2.070	62,524.02	2.125	64,185.29
28	1.775	53,613.59	1.890	57,087.15	1.985	59,956.61	2.070	62,524.02	2.125	64,185.29
29	1.775	53,613.59	1.890	57,087.15	1.985	59,956.61	2.070	62,524.02	2.125	64,185.29
30	1.775	53,613.59	1.890	57,087.15	1.985	59,956.61	2.070	62,524.02	2.125	64,185.29
31	1.775	53,613.59	1.890	57,087.15	1.985	59,956.61	2.070	62,524.02	2.125	64,185.29
32	1.775	53,613.59	1.890	57,087.15	1.985	59,956.61	2.070	62,524.02	2.125	64,185.29
33	1.775	53,613.59	1.890	57,087.15	1.985	59,956.61	2.070	62,524.02	2.125	64,185.29
34	1.775	53,613.59	1.890	57,087.15	1.985	59,956.61	2.070	62,524.02	2.125	64,185.29
35	1.775	53,613.59	1.890	57,087.15	1.985	59,956.61	2.070	62,524.02	2.125	64,185.29
36	1.775	53,613.59	1.890	57,087.15	1.985	59,956.61	2.070	62,524.02	2.125	64,185.29
37	1.775	53,613.59	1.890	57,087.15	1.985	59,956.61	2.070	62,524.02	2.125	64,185.29
38	1.775	53,613.59	1.890	57,087.15	1.985	59,956.61	2.070	62,524.02	2.125	64,185.29
39	1.775	53,613.59	1.890	57,087.15	1.985	59,956.61	2.070	62,524.02	2.125	64,185.29
40	1.775	53,613.59	1.890	57,087.15	1.985	59,956.61	2.070	62,524.02	2.125	64,185.29
41	1.775	53,613.59	1.890	57,087.15	1.985	59,956.61	2.070	62,524.02	2.125	64,185.29
42	1.775	53,613.59	1.890	57,087.15	1.985	59,956.61	2.070	62,524.02	2.125	64,185.29
43	1.775	53,613.59	1.890	57,087.15	1.985	59,956.61	2.070	62,524.02	2.125	64,185.29
44	1.775	53,613.59	1.890	57,087.15	1.985	59,956.61	2.070	62,524.02	2.125	64,185.29
45	1.775	53,613.59	1.890	57,087.15	1.985	59,956.61	2.070	62,524.02	2.125	64,185.29

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APPENDIX A-2

30,204.84	BA		BA+150		MA		MA+15		MA+30	
	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary
46	1.775	53,613.59	1.890	57,087.15	1.985	59,956.61	2.070	62,524.02	2.125	64,185.29
47	1.775	53,613.59	1.890	57,087.15	1.985	59,956.61	2.070	62,524.02	2.125	64,185.29
48	1.775	53,613.59	1.890	57,087.15	1.985	59,956.61	2.070	62,524.02	2.125	64,185.29
49	1.775	53,613.59	1.890	57,087.15	1.985	59,956.61	2.070	62,524.02	2.125	64,185.29
50	1.775	53,613.59	1.890	57,087.15	1.985	59,956.61	2.070	62,524.02	2.125	64,185.29

**APPENDIX B**

**SUPPLEMENTAL PAY**

<b>POSITION</b>	<b>% OF B.A. BASE</b>
System: Special Education including speech language/hearing personnel	2.00%
Destination Imagination (1-6)	2.00%
<b>Elementary</b>	
(1-2) Flag Football	2.50%
(1-2) Basketball (Boys)	2.50%
(1-2) Basketball (Girls)	2.50%
Afternoon bus duty (1-6)	2.00%
<b>Junior High</b>	
<u>Athletic/Athletic Related</u>	
Head Football – 8 <sup>th</sup> Grade	6, 7, 8, 9, 10 & 11
Asst. Football – 8 <sup>th</sup> Grade	4, 5, 6, 7, 8 & 9
Head Football – 7 <sup>th</sup> Grade	6, 7, 8, 9, 10 & 11
Asst. Football – 7 <sup>th</sup> Grade	4, 5, 6, 7, 8 & 9
Head Boys Basketball – 8 <sup>th</sup> Grade	6, 7, 8, 9, 10 & 11
Head Boys Basketball – 7 <sup>th</sup> Grade	6, 7, 8, 9, 10 & 11
Head Girls Basketball – 8 <sup>th</sup> Grade	6, 7, 8, 9, 10 & 11
Head Girls Basketball – 7 <sup>th</sup> Grade	6, 7, 8, 9, 10 & 11
Head Boys Track	4, 5, 6, 7, 8 & 9
Asst. Boys Track	3, 4, 5, 6, 7 & 8
Head Girls Track	4, 5, 6, 7, 8 & 9
Asst. Girls Track	3, 4, 5, 6, 7 & 8
Head Volleyball – 8 <sup>th</sup> Grade	4, 5, 6, 7, 8 & 9
Head Volleyball – 7 <sup>th</sup> Grade	4, 5, 6, 7, 8 & 9
Head Wrestling	4, 5, 6, 7, 8 & 9
Asst. Wrestling	3, 4, 5, 6, 7 & 8
Cheerleader Advisor	6, 7, 8, 9, 10 & 11
Faculty Manager	6, 7, 8, 9, 10 & 11
Pep Club	2.00%
Head Cross Country	3, 4, 5, 6, 7 & 8
<u>Junior High Non-Athletic</u>	
Junior High School Paper	2.00%
Junior High Yearbook	2.00%
Student Council	2.00%
<b>Senior High</b>	
<u>Athletic/Athletic Related</u>	
Head Football	18, 19, 20, 21, 22 & 23
Asst. Football (1-5)	10, 11, 12, 13, 14 & 15
9 <sup>th</sup> Grade Head Football	8, 9, 10, 11, 12 & 13
9 <sup>th</sup> Grade Asst. Football	8, 9, 10, 11, 12 & 13
Head Boys Basketball	18, 19, 20, 21, 22 & 23
Asst. Boys Basketball	10, 11, 12, 13, 14 & 15
Junior Varsity Boys Basketball	10, 11, 12, 13, 14 & 15
9 <sup>th</sup> Grade Boys Basketball	8, 9, 10, 11, 12 & 13
Head Girls Basketball	18, 19, 20, 21, 22, & 23

<b>POSITION</b>	<b>% OF B.A. BASE</b>
Asst. Girls Basketball	10, 11, 12, 13, 14 & 15
Junior Varsity Girls Basketball	10, 11, 12, 13, 14 & 15
9 <sup>th</sup> Grade Girls Basketball	8, 9, 10, 11, 12 & 13
Head Boys Track	14, 15, 16, 17, 18 & 19
Asst. Boys Track (1-2)	6, 7, 8, 9, 10 & 11
Head Girls Track	14, 15, 16, 17, 18 & 19
Asst. Girls Track (1-2)	6, 7, 8, 9, 10 & 11
Head Baseball	14, 15, 16, 17, 18 & 19
Asst. Baseball	6, 7, 8, 9, 10 & 11
Junior Varsity Baseball	6, 7, 8, 9, 10 & 11
Head Wrestling	14, 15, 16, 17, 18 & 19
Asst. Wrestling	6, 7, 8, 9, 10 & 11
Head Volleyball	14, 15, 16, 17, 18 & 19
Asst. Volleyball	6, 7, 8, 9, 10 & 11
9 <sup>th</sup> Grade Volleyball	5, 6, 7, 8, 9 & 10
Head Softball	14, 15, 16, 17, 18 & 19
Asst. Softball	6, 7, 8, 9, 10 & 11
Junior Varsity Softball	6, 7, 8, 9, 10 & 11
Boys Head Soccer	14, 15, 16, 17, 18 & 19
Asst. Boys Soccer	6, 7, 8, 9, 10 & 11
Girls Head Soccer	14, 15, 16, 17, 18 & 19
Asst. Girls Soccer	6, 7, 8, 9, 10 & 11
Head Boys'/Girls' Cross Country	14, 15, 16, 17, 18 & 19
Assistant Boys'/Girls' Cross Country	6, 7, 8, 9, 10 & 11
Head Boys' Golf	4, 5, 6, 7, 8 & 9
Head Girls' Golf	4, 5, 6, 7, 8 & 9
Boys' Tennis	4, 5, 6, 7, 8 & 9
Girls' Tennis	4, 5, 6, 7, 8 & 9
Cheerleader Advisor Grade 9	4, 5, 6, 7, 8 & 9
Cheerleader Advisor – High School	9, 10, 11, 12, 13 & 14
Pep Club	2.00%
Weight Room (1-2)	5, 6 & 7
<b>Senior High Non-Athletic Related</b>	
AV Director	4, 5
Auditorium Coordinator	4, 5
Senior High Yearbook	6, 7, 8, 9, 10 & 11
Senior High Paper	2.00%
Choir	5.00%
Fall Play Supervisor	5.00%
Assistant in Fall Play Production	3.00%
Spring Play Supervisor	5.00%
Assistant in Spring Play Production	3.00%
Junior Class Prom Advisor	5.00%
Senior Class Advisor	2.00%
Junior Class Advisor	2.00%
Sophomore Class Advisor	2.00%
Freshman Class Advisor	2.00%
Spanish Club	2.00%

<b><i>POSITION</i></b>	<b><i>% OF B.A. BASE</i></b>
French Club	2.00%
German Club	2.00%
Honor Society	2.00%
Art Honor Society	2.00%
Academic Challenge (1-2)	2.00%
Student Council	2.00%
Computer Club	2.00%
Poetry Club	2.00%
Interact	2.00%
Key Club	2.00%
A.F.S.	2.00%
TACT	2.00%
Office Education Association	2.00%
Flag-Majorette	2.00%
Dance	2.00%
Percussion	2.00%
Band Director	14, 15, 16, 17, 18 & 19
Asst. Band Director	6, 7, 8, 9, 10 & 11

Note: Decisions to hire or not hire any supplemental position(s) is strictly a management right. No contract will be deemed valid until such resolution for hire for any position is made by the Board of Education.

All supplemental contracts will automatically expire at the end of their term without further notification from the Board (Article VII, Section H).



APPENDIX C-2  
GRIEVANCE PROCEDURE FORMAL

STEP TWO

Name of Grievant \_\_\_\_\_ Date of Filing \_\_\_\_\_

Grievance Number \_\_\_\_\_ Building \_\_\_\_\_

Subject Area or Grade \_\_\_\_\_

Name of Principal/Supervisor \_\_\_\_\_

Dates of Alleged Violation \_\_\_\_\_

I. State the specific section(s) of the agreement that you feel has been violated, misinterpreted, or misapplied. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

II. Describe the incident(s) which you feel constitute your grievance. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

III. Action Requested \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Grievant \_\_\_\_\_ Date \_\_\_\_\_

Grievance Received by \_\_\_\_\_ Date \_\_\_\_\_  
Principal/Supervisor/Superintendent

Attach a disposition of the Grievance at Step 1 and forward to the Superintendent.

APPENDIX D

APPLICATION FOR ASSAULT LEAVE

Employee's Name \_\_\_\_\_

School Assigned \_\_\_\_\_

The undersigned says that \_\_\_\_\_ is making application for the use of Assault Leave.

The undersigned in order to be eligible for assault leave, will comply with the following requirements:

A. Apply for Workmen's Compensation Benefits

If Workmen's Compensation Benefits are paid, the Board shall pay to such employees the difference between the benefits and the employee's regular salary.

\_\_\_\_\_  
Date Submitted

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Approved

\_\_\_\_\_  
Disapproved

\_\_\_\_\_  
By

\_\_\_\_\_  
Date

APPENDIX E

SICK LEAVE TRANSFER

Dear \_\_\_\_\_

This letter is to certify that I, \_\_\_\_\_, an employee of the Salem City Schools, hereby contribute one day of my accrued and unused sick leave to \_\_\_\_\_, a current employee of the Salem City Schools.

I understand that this transfer of sick leave days is irrevocable and I hereby waive any rights or claims that I might have had to the number of days indicated above. Further, I agree that my current sick leave accumulation shall be immediately reduced by the one day specified above.

Thank you,

Sincerely,

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Signature of the Witness

\_\_\_\_\_  
Employee's Name – Printed

\_\_\_\_\_  
Witness' Name – Printed

\_\_\_\_\_  
Employee's Address

\_\_\_\_\_  
Witness' Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPENDIX F

TRAVELING TEACHERS  
SALEM CITY SCHOOL DISTRICT  
TRAVEL EXPENSE REPORT  
(Mileage Reimbursement Within District)

Name: \_\_\_\_\_ Position: \_\_\_\_\_

Pay Period: \_\_\_\_\_  
From \_\_\_\_\_ To \_\_\_\_\_

Mileage Rate: \_\_\_\_\_

<i>Travel Date:</i>	<i>Building:</i>	<i>Mileage:</i>	<i>Rate:</i>	<i>Total:</i>
Example – 1 way 12/1/2003	From: HS To: MS			
Example – RT 12/1/2003	From: HS To: MS			
	From: To:			
GRAND TOTAL:			\$	

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Supervisor Approval

Mileage chart between buildings:

	HS	SE	BU	RE	MK	BusG
JR/HS						
SE						
BU						
RE						
MK						
BusG						

PLEASE ACCESS "P" DRIVE, FORMS FOLDER FOR CURRENT MILEAGE RATE.

## APPENDIX G-1

### Individual Professional Development Plan:

#### The Appeals Process

1. The review and approval of an educators' professional development plan by the district LPDC is a matter of legal and ethical importance, and the school district and its Local Professional Development Committee recognizes the need to provide due process to an educator who feels that his/her professional development plan has not received fair consideration by the district LPDC in accordance with Ohio law and district procedures.
2. It is the belief of those who worked together to create the district's policies and procedures for the submission of educator professional development plans and the review and approval of those plans by the district's PPDC that Appeals can be avoided by:
  - a) Creating policies and procedures which are available to everyone and easy to follow;
  - b) Sharing legal requirements and certification/licensure standards with all educators;
  - c) Clearly communicating to district educators what the expectations are for preparing a professional development plan, gaining approval for local CEU's and renewing their certificate or license through the district LPDC;
  - d) Insuring that district educators understand their personal and professional responsibilities to seek professional growth which improves teaching and learning within their classroom, building and school district;
  - e) Impressing upon each educator that he/she is responsible for maintaining records of professional development throughout his/her career and that he/she bears responsibility for any and all requirements for maintaining appropriate credentials.
3. The Appeal's Process is initiated by an educator whose professional development plan is not approved by the district LPDC. For the purposes of definition, the "plan" includes all of its components: educator goals, activities and approval of local continuing education units and university course work.
4. Reconsideration is the first step in an appeal. If the district LPDC does not approve an educator's professional development plan, the educator has the opportunity to request reconsideration of his/her plan by the committee. This request should be made in writing by the educator to the Chairperson of the district LPDC. During this reconsideration, the educator may submit such additional documentation, explanation or correction to permit approval of the educator's professional development plan by the committee. Following the conclusion of this reconsideration process and deliberation of the district LPDC, the

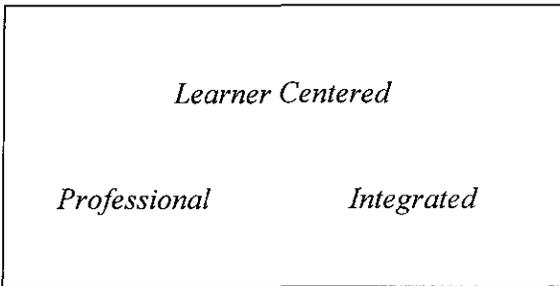
committee shall communicate its approval or lack of approval of the educator's professional development plan in writing and within ten days to the educator.

5. The Appeal is the final step in the process. It remains the prerogative of the educator to submit, revise or correct a professional development plan that has not been approved by the district LPDC at any time before, during, or after the Appeals process in order to gain committee approval.

APPENDIX G-2

Salem City Schools  
Individual Professional Development Proposal  
Notice of Intent to Appeal

\_\_\_\_\_ Date Submitted  
\_\_\_\_\_ Original Proposal Number



*Individual Professional Development Plan*

\_\_\_\_\_ I intend to appeal the decision of the LPDC in person. Listed below are my reasons for appealing the decision. Please schedule an appeal date.

\_\_\_\_\_ I intend to appeal the decision of the LPDC in writing. Listed below are my reasons for appealing the decision.

The following are my reasons for appealing the decision of the LPDC to deny my IPDP. (Please attach additional sheets if necessary).

\_\_\_\_\_

For Committee Use Only

Date of Appeal Meeting \_\_\_\_\_

Result \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

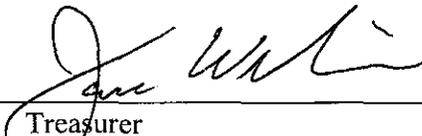
\_\_\_\_\_

CERTIFICATE  
(O.R.C. 5705.412)

Re: SEA Agreement

IT IS HEREBY CERTIFIED that the Salem City School District has sufficient funds to meet the contract, obligation, payment, or expenditure for the above, and has in effect for the remainder of the fiscal year and the succeeding fiscal year the authorization to levy taxes which, when combined with the estimated revenue from all other sources available to the District at the time of certification, are sufficient to provide operating revenues necessary to enable the District to maintain all personnel, programs, and services essential to the provision of an adequate educational program on all the days set forth in its adopted school calendar for the current fiscal year and for a number of days in the succeeding fiscal year equal to the number of days instruction was held or is scheduled for the current fiscal year, except that if the above expenditure is for a contract, this certification shall cover the term of the contract or the current fiscal year plus the two immediately succeeding fiscal years, whichever period of years is greater.

DATED: 10/1/14

BY:   
Treasurer

BY:   
Superintendent of Schools

BY:   
President, Board of Education