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STATE EMPLOYMENT
RELATIONS BOARD

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AGREEMENT
BETWEEN
SYCAMORE EDUCATION ASSOCIATION,
AN AFFILIATE OF THE
SOUTHWESTERN OHIO EDUCATION ASSOCIATION,
THE OHIO EDUCATION ASSOCIATION,
THE NATIONAL EDUCATION ASSOCIATION,
AND THE
BOARD OF EDUCATION
OF
SYCAMORE COMMUNITY SCHOOLS

8/1/14

EFFECTIVE
THROUGH
JULY 31, 2017

ARTICLE 3 - RIGHTS OF THE ASSOCIATION

SECTION 3.1 - The Association shall have the right to continue to use existing bulletin boards designated for Association use or portions of existing bulletin boards designated for Association use in each school for purposes of communicating with the Association's members, provided that prior to posting any communication the communication must be approved by the Principal or his designee of the school where the communication is to be posted. Such approval shall not unreasonably be denied.

SECTION 3.2 - Representatives of the Association may make announcements over each building's public address system with the prior approval of the building Principal or his designee. Such approval shall not unreasonably be denied.

SECTION 3.3 - Each Association building representative may use school equipment in his or her building, including, duplicating equipment, calculating machines, computers, and all types of audio-visual equipment, provided that such equipment is not otherwise in use and further provided that the building representative first obtains the prior approval of the building's Principal or his designee. The Association will have the right to use school buildings rent free at reasonable times for Association meetings provided prior approval is obtained from the building Principal or his designee, including approval of date, time and place for all such meetings. Approval for the use of school equipment and buildings shall not unreasonably be denied. All school equipment and all school buildings used by the Association or any of its representatives will be presumed to be in operating order and good condition prior to use by the Association or its representatives and in the event of any damage, breakage, malfunction or breakdown, the Association will be exclusively and totally responsible to pay for all repairs, replacements or refurbishing at the then prevailing replacement, repair or refurbishing cost unless the Association, its representatives or members prove they are not at fault for the damage, breakage, malfunction or breakdown. All supplies used by the Association in connection with the use of school equipment will be purchased and paid for by the Association.

SECTION 3.4 - The Association shall have the right to place notices, circulars and other written material in the mailboxes of employees, provided prior approval of each building Principal or his designee is obtained in advance of each placement. Such approval shall not unreasonably be denied.

The Association may use the inter-school mail system to distribute material to the Association's officers or building representatives, provided prior approval is obtained from the Superintendent or his designee. The Association and/or its members may use e-mail with no prior approval rights, but no expectation of privacy or security. The Board and the Administration of the Sycamore Community Schools shall not be responsible in any form or manner for the destruction; loss or misplacement of any material of the Association placed in teachers' mailboxes or in the inter-school mail system.

SECTION 3.5 - The President of the Association shall receive notice of any regular or special Board meetings in accordance with the Ohio Sunshine Law, Ohio Revised Code, Section 121.22 in effect from time to time and the policy of the Board as amended from time to time.

SECTION 3.6 - The President of the Association shall receive a copy of the agenda of each Board meeting, if an agenda is prepared, and the agenda shall be sent to the Association President by inter-school mail at the same time it is sent to the members of the Board. The Association President shall receive any financial/personnel/curriculum/policy agenda information presented to the Board Members, and such information will be available at the Board meeting.

SECTION 3.7 - A directory of all current employees in the bargaining unit will be available on the password protected District website as soon as such a directory has been prepared and issued by the Board after the start of each school year.

SECTION 3.8 - The President and the designated Vice President of the Association shall be given a schedule, which is free of any duties other than classroom instruction. The schedule is to be arranged among the President, designated Vice President and his/her building principal(s) with the Superintendent or his designee involved as needed. During his or her non-teaching time the President and/or the designated Vice President of the Association or his/her designee shall have the right to visit a school building as long as the visit does not interfere with normal school operations. Prior to or immediately upon entering the building the President and/or the designated Vice President or his/her designee shall advise the Principal or the Principal's designee of his/her presence in the building. The Principal or his/her designee may postpone the visit if the Principal or his/her designee determines there is just cause for such action. Such approval shall not be unreasonably denied.

SECTION 3.9 - The Association building representatives may call meetings of the Association members assigned to their respective buildings before the start of that building's school day for pupils or after the end of that building's school day for pupils, provided the Association building representative has the prior approval for the use of the building from the Principal or his designee. Use of buildings for Association meetings under this Section 3.9 shall be rent-free. Such approval shall not unreasonably be denied. No Association meeting will be scheduled in conflict with other previously scheduled meetings in the building, or at any time when a meeting would disrupt the regular work activity of any employee or at any time when the meeting will disrupt any other operation or activity taking place in the building.

SECTION 3.10 - The Board will provide a copy of this Agreement on the district website within thirty (30) calendar days after the Agreement is signed by the parties hereto. Paper copies will be provided to employees upon request.

SECTION 3.11 - The Board agrees that twenty (20) days will be granted for Association leave. Employees shall be selected by the Association for Association leave. Paid sick leave days cannot be used by employees for Association leave and the Board shall not be required to pay for any employee expenses incurred while on Association leave. Attendance at arbitrations or the Spring RA will not require the use of Association leave if such leave has been exhausted.

SECTION 3.12 - The Board will post the names of employees who are members of all existing District-wide Committees on the District website by October 1 of each school year.

- (C) 1. Termination of an employee shall be governed by Ohio Revised Code, and not subject to the grievance and arbitration procedure of this agreement.
2. Suspension of an employee shall be governed by the Ohio Revised Code and the provisions of this Agreement and shall be subject to the grievance and arbitration procedure of this agreement.
- (D) As recognized in Section 4117.08(C) of the Ohio Revised Code, the Board may issue and require employees to obey and observe rules, regulations and policies, not inconsistent with this Agreement, and employees shall be subject to disciplinary action for just cause, including suspension without pay and termination of employment and all individual employment contracts, for violation of such rules, regulations and policies.

SECTION 5.3 - When a written disciplinary action is issued to an employee it may be handed to the employee in person or sent to the employee by U.S. certified mail. The Board shall hold a disciplinary hearing. The disciplined employee shall have the right, at the employee's option, to have an Association representative present at the hearing. Such a hearing shall not be unreasonably delayed due to the unavailability of an Association representative.

ARTICLE 6 - WORK STOPPAGES

SECTION 6.1 - The Association agrees that during the term of this Agreement neither it nor its officers, agents, or representatives will authorize, cause, instigate, condone, engage, or participate in any work stoppages, sit down, strike, slowdown, sympathy strike, picketing or bantering, refusal to cross any picket line, boycott or any other action which may interrupt or interfere with the education of any student in Sycamore Community Schools or interrupt or interfere with any of the operations of Sycamore Community Schools.

SECTION 6.2 - No employee, during the term of this Agreement, shall authorize, cause, instigate, condone, engage or participate in any work stoppage, sit down, strike, slowdown, sympathy strike, picketing or bantering, refusal to cross any picket line, boycott or any other action which may interrupt or interfere with the education of any student in Sycamore Community Schools or interrupt or interfere with any of the operations of Sycamore Community Schools.

SECTION 6.3 - In the event of any violation of Section 6.1 or 6.2 above, the Association agrees it will immediately take all affirmative steps with the employees involved to correct the violation and to bring about an immediate resumption of the educational process and/or operation of Sycamore Community Schools.

SECTION 6.4 - The violation of this Article by any employee shall constitute just cause under this Agreement and all the provisions of the Ohio Revised Code for the immediate suspension without pay and/or termination of the employee's employment and all the employee's individual employment contracts with the Board.

ARTICLE 7 - MEDICAL EXAMINATIONS

SECTION 7.1

- (A) Any employee who has been absent from duty -- because of injury or absence of ten or more consecutive work days or return to work from a medical leave of absence -- may be required by the Board to submit medical evidence of ability to perform his/her job duties upon returning to work. The Association President shall be notified of any employee being required to undergo a medical examination under the conditions of this section. If the District requires an employee to undergo a medical examination, the employee shall be placed on paid administrative leave until the date of the medical examination, provided that any delay in scheduling or conducting the examination is not due to the employee's unavailability.
- (B) Satisfactory medical evidence shall consist of a signed statement from the employee's personal physician certifying that the employee is physically and mentally able to return to work and perform his/her job duties.

SECTION 7.2 - DRUG FREE WORKPLACE

No employees of Sycamore Community Schools engaged in work or while in the workplace shall unlawfully manufacture, distribute, dispense, possess or use any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, alcohol, or any other controlled substance as defined in federal and state law.

An employee who violates the terms of this policy shall satisfactorily participate in a drug abuse assistance or rehabilitation program approved by the Board. If the employee fails to satisfactorily participate in such a program, the employee shall be non-renewed, suspended or terminated at the discretion of the Board.

Drug and alcohol testing may be performed based upon reasonable suspicion or probable cause.

ARTICLE 8 - DURATION

SECTION 8.1 - This Agreement shall be in effect from upon ratification by the Association and approval by the Board of Education through July 31, 2017. It shall continue in effect from year to year thereafter unless either the Board or the Association serves a written notice on the other of its intention to amend or terminate this Agreement one hundred twenty (120) calendar days prior to August 1, 2017, or one hundred twenty (120) calendar days prior to July 31 of any school year thereafter.

ARTICLE 9 - NEGOTIATIONS PROCEDURES

SECTION 9.1 - Within ten (10) working days after receipt of the written notice to negotiate, the negotiating teams for the Board and the Association will hold an informal meeting. At the informal meeting the Board and Association negotiating teams will hold an informal discussion of possible issues for negotiation. Formal negotiations for a new Agreement will begin within ten (10) working days after the informal meeting. Attendance at all negotiating meetings between the Board and the Association negotiating teams shall be limited to the members of the teams, which shall not exceed six (6) persons on each team, except for the facilitator or any other persons the negotiating teams mutually agree, at their prior negotiating meeting, to allow to attend for the sole purpose of making a specific presentation of a subject of the negotiations.

SECTION 9.2 - If the Parties cannot reach agreement on all sections of the contract, or if agreement is not reached ten (10) days before the expiration of the contract, the parties agree to utilize an alternate settlement dispute procedure through the Federal Mediation and Conciliation Service (FMCS), as opposed to the fact finding process contained in ORC 4117.14C and under Ohio Administrative Code Rule 4117-9-05 (B) (C).

SECTION 9.3 - The Board and the Association, for the life of this Agreement agree that each may voluntarily propose matters or subjects referred to or covered in this agreement for discussion, and that the other, while not obligated to discuss, may voluntarily enter into such discussions. In the event that such discussions lead to agreement, such agreements may be reduced to a Memorandum of Understanding, effective for the life of this agreement.

SECTION 9.4 - The parties further agree that this instrument represents the complete Agreement between the parties and supersedes any and all prior oral or written agreements or understandings between the Board and Association. All resolutions, policies, practices, procedures, rules or regulations that are contrary to or inconsistent with the terms of this Agreement are superseded by this Agreement. All resolutions, policies, practices, procedures, rules or regulations that are not contrary to or inconsistent with the terms of this Agreement shall continue in effect until changed by the Board.

ARTICLE 10 - SEVERABILITY

SECTION 10.1 - Should any provision contained herein be rendered or declared illegal by reason of any existing or subsequently enacted legislation or by any final decree of a court of competent jurisdiction or by the final decision of any duly authorized government agency (except Sycamore Community Schools Board of Education), said invalidation shall not affect the remaining provisions of this Agreement and only that provision rendered or declared illegal shall be deemed null and void and the parties shall meet within ten (10) calendar days to renegotiate that provision rendered or declared illegal.

ARTICLE 11 - GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 11.1 - A grievance is defined as, and limited to, a dispute an employee, group of employees, and/or the Association may have with the Board, and/or any of its supervisors or management level personnel, directly relating to the interpretation, application or alleged violation of any of the express terms of this Agreement.

SECTION 11.2 - Employees have the right to present grievances and have grievances adjusted as long as the adjustment is not inconsistent with the terms of this Agreement, and as long as an Association representative has the opportunity to be present at the adjustment, as provided in Section 4117.03(A) (5) of the Ohio Revised Code. An individual employee who has a grievance shall have the right to have association representation of his or her choosing present at any grievance hearing at the first step of the grievance procedure.

SECTION 11.3 - An effort shall be made to adjust grievances promptly and in the following manner and order:

First Step:

Should an employee or the Association claim a grievance, the grievance shall be presented to the employee's building principal or designee within ten (10) working days after the event has occurred giving rise to the grievance. The grievance must be presented in writing on a form as set forth in Appendix A, and must be signed and dated by the employee. The grievance shall state: (1) the alleged cause of the grievance, including date, time and place; (2) the provisions of this Agreement about which there is a dispute directly relating to the interpretation, application or alleged violation; and (3) the remedy requested. The building principal or designee shall hold a hearing with the grievant to investigate and discuss the grievance within five (5) working days after the grievance is presented to the building principal or designee. The building principal or designee shall give the grievant and the Association President a written answer within ten (10) working days after the close of the hearing.

Second Step:

If the grievance is not settled in the first step above, the written grievance may be presented by the employee to the Board or its designee within five (5) working days after receipt of the first step answer. Within five (5) working days after receipt of the written grievance the Board or its designee shall hold a hearing to investigate and discuss the grievance. Should the grievant choose to have a representative present at the hearing as provided in the Section 11.2 above, he/she shall notify the Superintendent at least three (3) working days in advance of the hearing. Within ten (10) working days after the close of the hearing, the Board or its designee shall give the grievant and the Association President a written answer to the grievance.

Third Step:

If the grievance is not settled in the second step above, the written grievance may be presented by the Association to arbitration by serving a written notice to the Superintendent or designee within fifteen (15) working days after receipt of the second step answer. Within ten (10) working days after receipt of such arbitration notice, a representative of the Board and the Association shall request a list of arbitrators from the American Arbitration Association

(A.A.A.). The arbitrator shall be chosen from a list of fifteen (15) names; if the parties cannot agree to an arbitrator from the list, a second list will be requested from A.A.A. If the parties cannot agree to an arbitrator from the second list, the parties will alternately strike names from the list until only one remains. The arbitrator shall hold the necessary hearing(s) and issue a written decision within fifteen (15) working days of the close of the hearing. The decision of the arbitrator shall be final and binding on the Board, the employee(s) and the Association. The arbitrator shall have no power to add to, subtract from, or change, modify or amend any of the terms and provisions of this agreement, and no arbitrator shall have any authority to hear or determine a dispute involving the exercise of a Board right which is within the exclusive authority of the Board. The Board and the Association shall share the cost for the arbitration equally. Both the Board and the Association agree that the arbitrator shall follow A.A.A. Voluntary Labor Arbitration Rules.

SECTION 11.4 - The Association shall have the right to file a grievance within ten working days of the event under this Article if the subject matter of the grievance is an alleged violation of this Agreement concerning express rights or privileges granted to the Association or its officers or representatives by this Agreement or alleged violation of the express terms of this Agreement in regard to a subject arising out of like circumstances and affecting two (2) or more employees. The Association shall file process and resolve a grievance in the name of one (1) or more employees only after the affected employee(s) have signed the grievance. The Association will file any Association Grievance, first step, with the principal, if the principal has the authority to resolve the grievance. If the principal does not have the authority, the Association will file with the Superintendent or designee.

SECTION 11.5 - The settlement of any grievance at Steps One or Two of the grievance and arbitration procedure and the decision of the Board or its designee or designees at any step of the grievance and arbitration procedure, shall not constitute an admission by either party that any provision of this Agreement has been violated and shall not constitute a precedent or be cited or relied upon by either party to this Agreement or any employee or other person in regard to any other grievance, arbitration, administrative, court, or other legal proceeding.

SECTION 11.6 - An employee of the Association must exhaust all the steps of the grievance and arbitration procedure set forth in this Article before bringing any legal action in any court of law or before any administrative agency or before any other person or body in regard to any matter which is grievable under this Article.

SECTION 11.7 - Any grievance which has not been presented under the grievance and arbitration procedure within the time limits specified herein for presentation of grievances, and any grievance which is not appealed to the next step of the grievance and arbitration procedure within the applicable time limits specified herein shall be considered as settled and shall not be subject to any further discussion or appeal. All steps and time limits specified in this Article are mandatory and the steps may be waived or the time limits extended or reduced only by written mutual agreement between the grievant and/or Association and the Board or the Board's authorized representative.

SECTION 11.8 - No grievance shall be written, presented, investigated, processed or discussed during working time unless otherwise mutually agreed by the grievant and/or Association and the Board or the Board's authorized representative.

SECTION 11.9 - At any hearing at Steps One or Two of the grievance procedure, the grievant or the grievant's representative shall have the right to initially present the grievance within a reasonable time without interruption. A question and answer period will follow. Before the close of the hearing, the grievant or the grievant's representative shall have the opportunity to present a final summary of the grievance within a reasonable time. Hearings at any step of the grievance procedure shall be held at reasonable times and places.

SECTION 11.10 - An arbitrator may not hear and determine more than one (1) grievance unless the presentation of more than one (1) grievance to him/her is mutually agreed to in writing by both the Association and the Board.

SECTION 11.11 - The Board shall not be required to make any payment or payments for back pay or any other benefits for any time period earlier than the first date of the collective bargaining agreement under which a written grievance is filed.

SECTION 11.12 - If no answer to a grievance is given within the time limits of this Article, the grievance will be deemed to be denied and shall proceed to the next step of the grievance or arbitration procedure as provided for in this Article.

SECTION 11.13 - Workday (working day) shall be defined as those days when school is in session during the individual contract year. Between the end of the individual contract year and the beginning of the next individual contract year, the Association and Board or designee will mutually agree on how to process the grievance.

ARTICLE 12 – STAFF EVALUATION

SECTION 12.1 - The Board shall annually compile a list of names of employees to be evaluated that includes the names of the evaluator for each employee. The list shall be given to the Association President or designee by September 30 and any additions or corrections to this list will be given to the Association by November 15. Credentialed district office administrators may be utilized to conduct evaluations in addition to principals and assistant principals.

SECTION 12.2 - The role of the evaluator shall be to conduct observations and to hold the evaluation conference, offer specific recommendations for improvement, offer the means to make the improvement, provide dates by which improvement should be made, and assist in identifying areas for growth.

SECTION 12.3 - The procedures and timelines for evaluation stated on the evaluation instrument shall be adhered to by the evaluator.

Employees scheduled for performance review will receive a copy of the evaluation instrument and notification of which evaluator will be completing the evaluation by September 15th . The evaluation process and observation procedures will be explained at that time. A completed evaluation shall be comprised of the following components:

- A pre-observation conference before each observation
- At least two classroom observations of thirty minutes each
- A minimum of two walkthroughs of at least five minutes each in length
- A final evaluation conference and document between the evaluator and the employee
- If the employee's employment contract is under consideration for nonrenewal or termination, then a third observation must be completed and included in the evaluation document.

SECTION 12.4 - The first classroom observation and post-observation conference shall take place before January 15th. The second classroom observation shall take place between January 16th and May 1st. A copy of each observation conference record shall be provided to the employee within five working days of the completed observation. A third observation, also prior to May 1st, shall be required if an employee's contract is under consideration for nonrenewal or termination.

SECTION 12.5 - Except as otherwise stated in this Agreement, all other provisions of Section - 3319.111 of the Ohio Revised Code shall apply to the evaluation of limited contract employees.

SECTION 12.6 - The Final summative evaluation rating, based on all components of the evaluation rating shall be either Accomplished, Skilled, Developing or Ineffective. Teacher performance shall comprise fifty percent (50%) of the final summative rating and student academic growth shall comprise fifty percent (50%) of the final summative rating.

SECTION 12.7 - Teachers receiving a summative evaluation rating of "Accomplished" shall be evaluated every three years provided that the teacher's student growth measure for the most recent school year is average or higher.

SECTION 12.8 - Teachers receiving a summative evaluation rating of "Skilled" shall be evaluated every two years provided that the teacher's student growth measure for the most recent school year is average or higher.

SECTION 12.9 - In any year in which a teacher has not been formally evaluated as a result of having previously received a rating of Accomplished or Skilled, a credentialed evaluator shall conduct at least one thirty-minute observation of the teacher and hold at least one post-observation conference with the teacher.

SECTION 12.10 - An evaluation will not be conducted for a teacher who: (1) was on leave for 50 percent or more of the school year or (2) has submitted notice of retirement and the Board has acted on the retirement on or before December 1st of the school year

SECTION 12.11 - The evaluation instrument may only be changed by mutual agreement of the Association and the Board. The evaluation instrument is incorporated in this Agreement by reference.

SECTION 12.12 - No bargaining unit member shall at any time be directed to observe or evaluate the work of another bargaining unit member for the purposes of regularly scheduled evaluations.

SECTION 12.13 - Should an evaluator determine that the bargaining unit member needs to improve in any of the domains that have been scored as "Developing" or "Ineffective" as listed on the evaluation instrument, the component of the area that is to be improved shall be listed on the Improvement Plan. This improvement plan must specify the relevant areas. The evaluator shall list specific recommendations for improvement, the means to make improvement, and the date by which improvement should be made. This list shall be considered an improvement plan and must include goals that can be measured.

ARTICLE 13 - PEER ASSISTANT/MENTOR/ RESIDENT EDUCATOR PROGRAMS

SECTION 13.1 - The mentor program will be offered for all teachers new to Sycamore. A mentor may be assigned during the second year of employment at the discretion of the Administration. Principals may also recommend others (i.e. long-term subs) for participation in the mentor program. Team or department members may also make recommendations for others to be included to the principal.

SECTION 13.2 - During the term of this agreement, a panel of seven (7) members will administer the Mentor Committee. The panel will be composed of three (3) administrators, the Association President or designee and three (3) bargaining unit members appointed by the Association President. The panel chair shall be the Association president or designee.

SECTION 13.3 - The Mentor Committee will be responsible for the Mentor program. This group will also review and study the current Mentor program in order to make changes to the existing program and make recommendations as needed. The following items will be focused on: A. leadership – Selection process, consistency, concerns, evaluation; B. expectations; C. training; D. selection; E. time and compensation.

SECTION 13.4 - There shall be a Peer Assistant Program for veteran certificated staff. The Peer Assistant Program will be offered to veteran teachers at the discretion of the building principal.

- (A) Peer Assistant Mentors must have a minimum of five (5) years experience of which three (3) must have been in Sycamore schools.
- (B) The Peer Assistant Mentors should work in the same building and, if possible teach the same grade level or subject area.

(C) The building principal will assign the Peer Assistant Mentor after conferring with the Association.

SECTION 13.5 - After one quarter, at the request of the veteran staff member or the Peer Assistant Mentor, a new Peer Assistant Mentor will be assigned by the Principal after conferring with the Mentor Committee.

SECTION 13.6 - If the Mentor Committee chairperson teaches at the Junior/Senior High School, the assignment for his/her duty period will be chairpersonship responsibility of the mentor committee. If this duty period assignment cannot be made or if the chairperson teaches in grades K-6, the Mentor Chairperson will be compensated at Level 6 of the Supplemental Salary Schedule (Appendix D) with experience credit. Mentors and Peer Assistant Mentors shall be compensated per the Supplemental Salary Schedule. The Board shall fund the Mentor Chairperson, Mentors and Peer Assistant Mentors.

SECTION 13.7 - The Resident Educator program shall be administered in accordance with the rules and regulation issued by the Ohio Department of Education.

ARTICLE 14 - ASSIGNMENTS, VACANCIES AND TRANSFERS

SECTION 14.1 - Prior to the end of each school year, each building Principal or his/her designee will inform each employee in his/her building in writing of tentative grade levels or subject area assignments for the next school year. Final determination of each employee's grade levels or subject area assignments shall be made by the Superintendent, within his/her sole and exclusive discretion, and the Superintendent's determination shall not be subject to the grievance and/or arbitration procedure of Article 11 of this Agreement. A vacancy is defined as an open position for which a member may be certified/qualified due to a resignation, retirement, nonrenewal, termination, transfer, death or creation of a new position, and the Superintendent deems necessary to fill.

SECTION 14.2 - The Superintendent shall prepare lists of all permanent vacancies in those jobs included within the bargaining unit, as defined in Article 1 of this Agreement within two weeks of any vacancy. All vacancies will be published on the District website (except as noted in the next paragraph). The deadline for application shall be no fewer than five (5) working days after posting on the District website. Any qualified employee who wishes to be considered for any vacancy must apply in writing at the Superintendent's office before the deadline for application expires.

Vacancies occurring after August 10th will be filled without posting; however, this unposted vacancy will be posted for the next school year.

Vacancies existing after June 25 will be listed for informational purposes only. Employees who wish to be considered for any vacancy that occurs during that time period should check District web site and then apply in writing at the Superintendent's office before the deadline for application expires (7 calendar days). Persons not employed as employees under this Agreement

may also apply and may be considered for any vacancy under this Article. All qualified employees under this Agreement may also apply and may be considered for any vacancy under this Article. All qualified employee applicants will be interviewed. Any employee who is interviewed will be given notice as to whether or not they have received the assignment. The Superintendent, within his/her sole and exclusive discretion, will make the final determination of which applicant, if any, will be selected for any vacancy based on his/her assessment of which applicant best meets the overall educational needs of Sycamore Community Schools, and the Superintendent's determination shall not be subject to the grievance and/or arbitration procedure of Article 11 of this Agreement.

SECTION 14.3 - The Superintendent shall prepare a list of all anticipated summer school positions for the following summer school session by May 20 of each school year. The list will be published on the District website. The list shall include the positions available, deadline for application and tentative effective starting date. The deadline for application shall be no fewer than seven (7) working days after the list is published on the District website. Any qualified employee who wishes to be considered for any position must apply in writing at the Superintendent's office before deadline for application expires and will be interviewed. Persons not employed as employees under this Agreement may also apply and be considered after all current employees have been considered for any of the positions. The Superintendent, within his/her sole and exclusive discretion, will make the final determination of which applicant, if any, will be selected for each position based on his/her assessment of which applicant best meets the overall educational needs of Sycamore Community Schools, and the Superintendent's determination shall not be subject to the grievance and/or arbitration procedure of Article 11 of this Agreement.

SECTION 14.4 - "Transfer" as used in this Section 14.4, shall mean any change in building location, grade level or subject taught. All transfers not involving the filling of permanent vacancies as provided for in Section 14.2 above, shall be discussed at a conference to be held between the employee, the building principal and any department supervisor or management level personnel involved. The reason or reasons for a transfer shall be discussed at the conference and provided in writing if the employee requests. Final authority concerning transfers shall be vested in the sole and exclusive discretion of the Superintendent who will make all transfer determinations based upon his/her assessment of what action best meets the overall educational needs of Sycamore Community Schools, and the Superintendent's determination shall not be subject to the grievance and/or arbitration procedure of Article 11 of the Agreement.

SECTION 14.5 - A bargaining unit member may apply to fill a temporary vacancy during the school year. If transferred into the temporary position created by an approved leave of absence for another bargaining unit member, the transferee shall suffer no loss of benefits, but will have no right or implied right to permanent status in that position. Upon conclusion of the leave the transferee will be returned to his/her previous employment status.

ARTICLE 15 - STAFF DEVELOPMENT

SECTION 15.1 - The rate of pay for Sycamore employees who present will be one hundred dollars (\$100) per hour.

SECTION 15.2 - There shall be a District Staff Development Committee comprised of eight (8) members plus the Association president or designee. There shall be one Association member from each building and two Association members from the high school. The Assistant Superintendent may appoint up to nine (9) additional members (includes herself/himself) to the committee, composed of either administrators or other exempt employees. The committee may be expanded by mutual agreement of the Assistant Superintendent and the SEA President. This committee shall be led by the Assistant Superintendent.

SECTION 15.3 - The District Staff Development Committee will meet at least once per quarter to conduct needs assessment, discuss staff development policies and procedures, and develop staff in-service goals, objectives and activities including responsibility for Student Learning Objectives (SLO) review and teacher evaluation related training. SLOs shall first be vetted through a building level SLO review committee. The district level committee shall have final approval of the individual teacher's SLO.

SECTION 15.4 - Staff development programs will be recommended by the District Staff Development Committee and approved by the Superintendent or designee to focus in-depth, comprehensive in-service activities that advance the goals and objectives of the District. The Board shall provide staff development programs that shall be eligible for college credit.

SECTION 15.5 - Each building will establish a Building Staff Development Committee led by the building principal or designee. The Building Staff Development Committee will be comprised of the principal or his/her designee, his/her appointees Subject Leaders or Department Heads and the Association building appointee to the District Staff Development Committee. The Building Staff development Committee will be responsible for planning early release/late start activities in line with the District goals. There will be one early release/late start day per month except during December.

ARTICLE 16 - SYCAMORE LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

SECTION 16.1 - The purpose of the Sycamore Local Professional Development Committee (SLPDC) is limited to the review and approval of individual professional development plans and professional development activities for recertification and licensure as specified by ORC 3319.22 and ORC 3301.24. Guidelines are available from a school SLPDC member or the Central Office.

SECTION 16.2 - The SLPDC shall have no authority or affect to revise, delete, and add or to modify any article or section of this negotiated Agreement. Actions of the SLPDC are not to be contrary to the negotiated Agreement or law.

SECTION 16.3 - The SLPDC shall be comprised of nine bargaining unit members and two administrators. The SLPDC shall contain eleven members:

- One bargaining unit member from BA, MD, MT, SY, GR, JH, and two from SHS. The ninth position shall be the Association President or designee.
- The superintendent shall select two administrators.

All bargaining unit members shall have completed at least three full years of teaching in the Sycamore Community Schools prior to being selected to serve on the SLPDC.

The term of office for the bargaining unit members shall be set forth by the SLPDC Guidelines. The length of terms shall vary to allow for staggered terms.

SECTION 16.4 - The SLPDC shall determine the time, location and number of committee meetings.

SECTION 16.5 - In the event of an in-term vacancy or removal, the bargaining unit members shall be replaced by the Association.

SECTION 16.6 - The SLPDC members shall be provided release time as determined by the Superintendent or his/her designee and be compensated per the supplemental salary schedule on level 5 with experience credit.

SECTION 16.7 - Under no circumstances is the involvement in the activities of the SLPDC process to be used for employment decisions by the Board.

SECTION 16.8 - Nothing in the SLPDC process shall have an adverse impact on the educator's performance evaluation as established in this Agreement.

SECTION 16.9 - SLPDC shall determine its own appeals procedure. The appeal procedure shall not to be subject to the grievance procedure in this Agreement.

SECTION 16.10 - The SLPDC chairperson shall not be given a duty period if the chairperson teaches in the Junior/Senior High School. If a duty period cannot be assigned to perform the responsibilities of the chairmanship of this committee or if the chairperson teacher K-6, the SLPDC Chairperson will be compensated at the Level 6 of the Supplemental Salary Schedule (Appendix D) with experience credit. The Board will fund the SLPDC Chairperson and Member positions.

ARTICLE 17 – MASTER TEACHER COMMITTEE

SECTION 17.1

- (A) A Master Teacher Committee shall be established for the purpose of designating employees in the district as Master Teachers.
- (B) The committee shall have no more than five (5) members appointed by the Association President and no more than four (4) administrators appointed by the Superintendent/designee.
- (C) The Master Teacher Committee members shall establish its Plan of Operation for the appropriate designation of a Master Teacher including but not limited to:
 - 1. The terms of office for members of the Master Teacher committee will be staggered.
 - 2. Nothing in the Master Teacher Committee process shall have an adverse impact on the applicant's/educator's performance evaluation as established in this Agreement.
 - 3. The Master Teacher Committee shall be provided ongoing training.
 - 4. Association Members of the Master Teacher Committee shall be paid on level 5 of the Supplemental Salary Committee, Appendix D.
 - 5. The Committee shall determine its own appeals procedure. Such procedure is not subject to the grievance/arbitration procedure contained in this Agreement

ARTICLE 18 PROFESSIONAL MEETINGS AND EMPLOYEE EXPENSES

SECTION 18.1 - Employees may attend professional meetings whose primary purpose is the improvement of the employee's job performance or ability to serve Sycamore Community Schools, without loss of salary, upon the prior written approval of the Superintendent or designee. Necessary and actual travel and living expenses of employees who attend such approved meetings will be reimbursed to employees by the Board after submission by employees of a "professional expense statement" form in accordance with the rules and regulations of the Board and after review and approval by the Superintendent or designee. Registration paperwork must be submitted to the Treasurer's office at least twenty-five (25) days prior to the event in order to pre-pay registrations. An employee must reimburse the Board if he/she does not attend the conference and full refund is not available. If an employee attends a meeting, without loss of salary, as a paid speaker and/or consultant, then any payments received by the employee from any third party shall revert to the Board.

SECTION 18.2 - All necessary and actual employee travel and living expenses must be substantiated by paid receipts. Lodging expenses must be incurred by the employee at the most

suitable, convenient facility and any additional lodging expenses incurred for an employee's spouse or children who may accompany the employee, shall be paid exclusively by the employee.

SECTION 18.3 - Each mile of an employee's automobile travel mileage will be reimbursed at the maximum allowance rate, established by the Internal Revenue Service for the use of a personal vehicle for business purposes, which does not require the employee to pay income tax on the reimbursed rate. Any change in the IRS established rate shall become effective the first day of the month following receipt of notification from the IRS.

ARTICLE 19 - COMMITTEES

SECTION 19.1 - The Communications Forum shall be established to improve and continue communication among the Board, the Administration and the Association. Members of this committee shall be the Superintendent, Association President or appointees up to a total of five (5) for each side. Others may be invited to attend as needed when mutually agreed to by the Superintendent and the Association President. Meeting dates will be determined by mutual agreement of the Superintendent and the Association President. This Article shall not be subject to the grievance and arbitration procedure, but contractual issues discussed shall not be precluded from the procedure. Agenda items may be provided three (3) days in advance. This Committee will meet once a quarter.

SECTION 19.2 - Health Benefits/403b - The Association president shall appoint four (4) members. See Section 40.1 and Section 36.1(D).

SECTION 19.3 - Staff Development - See Article 15.

SECTION 19.4 - Mentor Committee - The Association president shall appoint three (3) members. See Article 13.

SECTION 19.5 - SLPDC – The Association president shall appoint eight (8) members. See Article 16.

SECTION 19.6 - Safety Committee - The Association president shall appoint two (2) members. See Article 27.

SECTION 19.7 – Sycamore Advisory Commission - The Association President shall appoint one (1) member to this committee.

SECTION 19.8 - Content Area Teams. See Article 20.

SECTION 19.9 - Wellness - The Association President shall appoint three (3) members to the Wellness Committee.

SECTION 19.10 - Sick Leave Bank - The Association President shall appoint (2) members to the District. See Article 42.

SECTION 19.11 - Supplemental Committee - Association President shall appoint (4) members to the Supplemental Committee.

SECTION 19.12 - Literacy Council - Association President shall appoint one (1) member to the Literacy Council.

SECTION 19.13 - STEAM Council - Association President shall appoint one (1) member to the STEAM Council.

SECTION 19.14 - Master Teacher Committee - The Association President shall appoint five (5) members to the Master Teacher Committee. See Article 17.

SECTION 19.15 - Any newly created committee shall have one (1) member appointed by the Association President.

ARTICLE 20 - CURRICULUM DEVELOPMENT

SECTION 20.1 - Curriculum Steering Committee: Composition and Responsibilities:

- (A) There shall be a Curriculum Steering Committee (CSC), led by the Assistant Superintendent, and comprised of the following: Association president or designee and a teacher from each building appointed by the Association President and up to 8 representatives appointed by the Assistant Superintendent. The CSC will meet quarterly.
- (B) The CSC shall ensure that all curricular areas are supported by Board adopted curricula aligned with national and state content standards; ensure that student data is analyzed in collaboration with teachers and building administrators in order to designate curricular areas in need of evaluation and/or revision.
- (C) The CSC will maintain a process that reflects continuous improvement of curriculum content, instructional practices, assessment instruments, and instructional materials/resources.
- (D) The CSC will establish timelines for the review of student data, curriculum, books or materials. The CSC will establish timelines, and working procedures for Teacher Committees for Curriculum Adoption/Review (Content Area Teams) (CATs).
- (E) The CSC shall establish a process whereby teachers can make a presentation to have their curriculum, books, or materials reviewed and revised, thus altering or changing the original timeline.

SECTION 20.2 - Content Areas Teams (CATs): Composition, Procedures and Responsibilities:

- (A) The Assistant Superintendent will authorize the formation of CATs in specific content areas and/or grade levels for the purpose of examining student data and using that data to make decisions about curriculum and materials.
- (B) CATs may include classroom teachers, special educators, gifted specialists, ESL teachers and others as appropriate.
- (C) CATs will be supported by Department of Curriculum and Instruction, Department Heads/Subject Leaders, Technology, and Student Services.
- (D) The work may include grade to grade articulation, writing and revising curriculum maps and/or courses of study; writing or revising common benchmark assessments; and making recommendations regarding textbooks and materials.

SECTION 20.3 - Members of the CSC and CAT who are asked to work outside their regular workday will be paid according to the agreed upon amount in Article 38, Section 38.11.

SECTION 20.4 -Curriculum Change/Materials Adoption Process:

- (A) All employees shall be informed of the proposed adoption study via the school web site. During the adoption process for new materials, textbooks, and/or technology employees will not accept gifts, payments or other monetary remuneration from any textbook company.
- (B) Recommendations from the CSC will be brought forward to the Board of Education by the Assistant Superintendent.
- (C) Disagreements with recommendations may be filed if serious dissention exists.
- (D) Final approval for textbook adoptions and/or materials adoptions will be made by Board action. Textbooks and/or materials and/or technology will be provided before the implementation of the new curriculum.
- (E) Pilot programs may be initiated by the CAT and approved by the Assistant Superintendent as part of the Curriculum Change/Materials Adoption Process.

SECTION 20.5 - The district administration will provide at least four (4) hours staff development training/collaboration for all new curriculums prior to implementation.

ARTICLE 21 - INDIVIDUAL EMPLOYMENT CONTRACTS

SECTION 21.1 - All employees employed by the Board shall be issued individual written limited or continuing employment contracts in accordance with the Ohio Revised Code, except as otherwise provided for in this Agreement. Such contracts shall include the following information:

- (A) Name and address of employee;
- (B) Name of the District and Board issuing the contract;
- (C) Type of contract, i.e., limited or continuing and if limited, the number of years the contract is to be in effect;
- (D) A provision whereby each employee agrees to abide by and maintain all the terms of this Agreement and the lawful rules and regulations adopted by the Board for the government of the schools of the District;
- (E) In a continuing contract, a provision that the employee agrees to be employed in the public schools of the District from the date of the contract until the employee resigns, elects to retire, is retired pursuant to law, or until said contract and the employee's employment is terminated or suspended for reasons provided for by law or as provided for in this Agreement;
- (F) In a limited contract, a provision that the employee agrees to be employed in the public schools of the District for the term of the contract until its expiration or until said contract and the employee's employment is terminated or suspended for reasons provided for by law or as provided for in this Agreement;
- (G) A provision that the amount of salary to be paid shall be in accordance with the annual salary schedule adopted by the Board;
- (H) The signature of the President of the Board shall be affixed to each contract prior to signature by the employee thereby signifying that the Board has authorized the issuance of the contract;
- (I) A provision for the date and signature of the employee entering into the contract.

SECTION 21.2 - Individual limited supplemental contracts for employees shall be governed by Section 3319.08 of the Ohio Revised Code, except as otherwise provided for in this Agreement. Limited supplemental contracts shall include the following information:

- (A) Name and address of employee;
- (B) Name of the District and Board issuing the supplemental contract;

- (C) School year or such shorter period of time the contract is to be in effect and each such contract shall terminate at the end of the school year next ending without any further notice to the employee from the Board;
- (D) Brief statement of additional duties the employee agrees to perform and the compensation to be provided by the Board for such additional duties;
- (E) A provision whereby each employee agrees to abide by and maintain all the terms of this Agreement and the lawful rules and regulations adopted by the Board for the government of the schools of the District;
- (F) A provision that the employee agrees to be employed in the public schools of the District for the term of the contract until its expiration or until said contract and the employee's employment is terminated or suspended for reasons provided for by law or as provided for in this Agreement;
- (G) The signature of the President of the Board shall be affixed to each contract prior to signature by the employee thereby signifying that the Board has authorized the issuance of the contract;
- (H) A provision for the date and signature of the employee entering into the contract.

SECTION 21.3 - All individual employee limited, continuing and limited supplemental contracts shall be subordinate to all the terms and conditions of this Agreement which shall take precedence over any and all individual employee contracts.

SECTION 21.4 - The Board, within its sole and exclusive discretion, shall have the right to offer, not to offer or to non-renew any individual employee limited or individual employee limited supplemental employment contract and such Board action shall not be subject to the grievance or arbitration procedure of this Agreement and shall not be a violation of any law or statute or a violation of this Agreement notwithstanding any provision of this Agreement to the contrary. The provisions of this Section shall not preclude an employee from exercising any right to a hearing under Section 3319 of the Ohio Revised Code.

SECTION 21.5 - The recommendation and granting of all individual employee continuing employment contracts shall be within the sole and exclusive discretion of the Superintendent and the Board and such decisions of the Superintendent and the Board shall not be subject to the grievance or arbitration procedure of this Agreement and shall not be a violation of any law or statute or a violation of this Agreement notwithstanding any provision of this Agreement to the contrary.

SECTION 21.6 - The Board and the Association agree to the positions of Replacement teacher and Permanent Floating Substitute and authorize a limited contract reflecting that the contract shall automatically terminate and expire at the end of the school year or at the return to duty of the regular teacher whichever occurs first. Further the teacher agrees to waive 1) any right or expectancy to a notice of non-renewal; 2) rights related to evaluations; 3) rights to receive a contract as a regular teacher, whether limited or continuing, based upon employment as a regular or Permanent Floating Teacher.

ARTICLE 22 - INDIVIDUAL EMPLOYMENT CONTRACT YEAR AND SCHOOL CALENDAR YEAR

SECTION 22.1 - The individual employment contract year of each full-time employee shall be one hundred eighty-five (185) full work days as defined in Section 25.1 of this Agreement. New hires work year will be one hundred eighty-five (185) full workdays, with three (3) days of extended time at ½ per diem rate.

SECTION 22.2 - Nothing contained in this Agreement shall preclude the Board from establishing the school calendar so long as the number of employee work days in the individual employment contract year or the length of the normal work day as defined in Sections 22.1 and 25.1 are not affected. If the Board or Association desire to increase or change the number of work days in the individual employment contract year or the length of the normal work day as defined in Sections 22.1 and 25.1, the Board and the Association will meet and negotiate the increases or changes in good faith.

SECTION 22.3 - The School Calendar Year (School Year) shall begin on August 1 and end on the following July 31.

SECTION 22.4 - The rate of compensation for extended time employees, the rate of compensation as found in the supplemental salary schedule and hourly rate schedules (Appendix D and Article 36) for teachers with supplemental contracts beyond the Individual Employment Contract Year and the use of sick and personal leave, shall continue in effect for those whose extended and/or supplemental contracts go beyond the Individual Employment Contract Year. Any increases in the supplemental salary ranges, hourly rate schedules or extended time rates shall take place on August 1 at the beginning of the new School Calendar Year.

SECTION 22.5 - Supplemental and Summer School teachers who are not members of the Bargaining Unit during the Individual Contract Year shall be compensated at the adopted supplemental salary ranges or appropriate hourly rate and will not have use of sick or personal leave unless they pay for the cost of their substitute.

SECTION 22.6 - No bargaining unit member shall be required to teach summer school.

ARTICLE 23 - JOB SHARE

SECTION 23.1 - Job Share shall be defined as the duties and responsibilities of one (1) specific teaching assignment being voluntarily shared by two (2) employees for a specific length of time. Job Share assignments will not be granted for employees in grades kindergarten (full-day program) through two.

SECTION 23.2 - Job Share partnerships will not be approved for more than one (1) school year and must last through one (1) full school year. Employees may request through the application process renewal of their job share assignment for an additional year.

Employees who are seeking to form a job share team for the following year must apply in writing on the job share application form to the Building Principal/Designee.

The job share proposal must address how the work day/schedule will be allocated, as well as parent conferences, faculty meetings, field trips, IEP meetings, professional development days, grading, student records, planning time, duty assignments, over-lap time, communications, classroom management, discipline and other matters of responsibilities of job sharing partners.

Both members of the Job Share team will work all non-student days, including applicable parent conferences, professional development and employee work days. Both members of the Job Share team will be expected to attend IEP meetings, staff meetings and early release/late start days when applicable.

Job share assignment proposals will be considered by the Building Principal/designee with final approval by the Superintendent/designee. The decision of the Superintendent/designee to grant or deny a request by an employee for a job share position is within his/her sole and exclusive discretion and is final and not grievable.

SECTION 23.3 - Whenever possible, each job share partner will substitute in the absence of the other to reduce the number of employee changes in the classroom over the day or the week. Substituting done by either partner in a job share, including substituting for the job share partner, shall be at the current substitute employee rate.

If a job share partner is absent for more than ten (10) consecutive work days, the other job share partner must assume the full-time position at his/her regular rate of pay for the duration of the absence. If a job share partner's employment terminates for any reason, the other job share partner must assume the full-time position at his/her regular rate of pay with full benefits for the remainder of the school year.

SECTION 23.4 - Compensation will be based on FTE, not to exceed one (1) for the job share team, and appropriate placement on the approved salary scale. Job Share employees shall earn a year of salary schedule experience on a full-time basis. Health, dental and life insurance benefits will be available at the cost for part-time employees outlined in Section 40.4 of this Agreement.

SECTION 23.5 - Each employee will acquire seniority as a part-time employee under Section 24.3 of this Agreement. Awarding of service credit for retirement is at the sole discretion of the State Teachers Retirement System (STRS). It is the employee's responsibility to contract STRS to verify the service credit that will be earned.

SECTION 23.6 - Upon dissolution of the Job Share assignment, each job share teacher will be assigned to a position for which he/she is certified/licensed.

ARTICLE 24 - REDUCTION IN FORCE

SECTION 24.1 - If it becomes necessary for the Board to reduce the number of employees due to declining enrollment, discontinuance or reduction of a program or teaching area, return to duty of employee(s) on leave, consolidation of the school district with one or more other districts, or financial reasons, the procedures set forth in this Article shall govern the reduction in force. The Board, in its sole and exclusive discretion, shall determine in which types of employee certifications the reduction in force shall occur and the number of employees to be reduced in each type of certification.

SECTION 24.2 - Notification by June 1 will be given to the Association of its intent to RIF, unless the Board has an operating levy on the ballot in August, and the operating levy does not pass. In this event, the Board must notify the Association and employees by August 10. When there is a reduction in force, every effort will be made to reduce the number of active employees within the certification types to be reduced through attrition as the result of resignations and retirements.

If further reductions in the number of active employees within certification types are required, the Board, on the Superintendent's recommendation, will suspend without pay the individual employee limited contracts of those limited contract employees then actively working within the certification types to be reduced. Performance shall govern the reduction in force among the actively working limited contract employees within the certification type. Seniority will not be the basis for the decision except where teachers' performance is comparable. If further reductions in force are necessary after all individual employee limited contract employees actively working within a certification type have been suspended without pay, the Board, on the recommendation of the Superintendent, will suspend without pay the individual employee continuing contracts of those continuing contract employees then actively working within the certification types to be reduced. Performance shall govern the reduction in force among the actively working continuing contract employees within the certification type. Seniority will not be the basis for the decision except where teachers' performance is comparable. Employees on paid or unpaid leave of absence at the time of a reduction in force, who would have been suspended without pay had they been actively working, shall be considered suspended without pay and not on a paid or unpaid leave of absence.

- (A) For the 2014-15, 2015-16 and 2016-17 school years only, teachers will be considered to have comparable evaluations unless they are on an improvement plan or are considered "ineffective" under the Ohio Teacher Evaluation System (OTES).

- (B) Reasons for layoff of any member shall not be arbitrary, capricious or discriminatory. Layoff decisions are subject to the grievance procedure.

SECTION 24.3 - Seniority is defined as the length of continuous full-time service of each employee from date of most recent hire by the Board while under teacher certification and individual employment contract within Sycamore Community Schools. Substitute teaching and home tutoring shall not be considered continuous full-time service, but part-time employees teaching under teaching certification and individual employment contracts shall accrue pro-rated seniority on the basis of their part-time service within Sycamore Community Schools upon becoming full-time teachers within the District.

- (A) Except as otherwise specified in this Agreement, periods of time while an employee is on an approved unpaid leave of absence shall not count toward continuous full-time service; however, such leaves of absence will not be considered at termination of employment.
- (B) Persons who are certificated and who are employed by the Board outside the bargaining unit shall have seniority from their most recent date of hire by the Board for purposes of this Article in the event they are transferred by the Board to the bargaining unit and they shall be listed on the appropriate certification seniority lists for purposes of this Article and shall have all rights provided to employees by this Article.
- (C) Employees who retire, resign or otherwise terminate employment with the Board and who are then re-employed by the Board shall begin accumulating seniority from their most recent date of hire.
- (D) In the case of identical seniority, the effective date of employment with the Board as indicated by the official Board hiring date will be used to resolve ties, except when documentation is available to indicate an employment commitment was made and a person was not recommended for hire at the next Board meeting due to scheduling or clerical problems. If official Board hiring dates are identical, the date of receipt of the formal job application from the employee will be used to determine seniority. If the formal job application date is more than three hundred sixty-five (365) days prior to the date the Board hired the employee, no more than three hundred sixty-five (365) days will be counted for purposes of calculating seniority based on the formal job application date. Should all of the foregoing dates be identical, the employee with the most years of total service in education in Sycamore Community Schools shall be the employee with the most seniority. Should seniority dates still be identical, total service in education inside and outside Sycamore Community Schools shall be used to determine seniority. Substitute teaching and home tutoring will not be considered as service in education inside or outside Sycamore Community Schools for seniority purposes.

- (E) The Board shall compile a seniority list of employees for each certification type during the first quarter of each school year after the data is received from each employee by October 15 of each school year. The names of employees who are certified for several certification types will appear on each such seniority list. Each list will show whether or not the employee is actively working in the certification type for that school year. It is each employee's individual responsibility to notify the Board by October 15 of each school year of the types of certifications held and any changes in certification, which the employee wants, reflected on the current year's seniority lists. The Board must receive a copy of each certificate within the time limits set forth herein and employees must complete any requested forms within the time limits set forth herein in order to be listed on the seniority list for a certification type. Any new certifications submitted after October 15 of any school year will place the person at the bottom of the certification type list for the remainder of that school year. In subsequent school years the employee will be placed on the certification type seniority list in order of seniority as determined above.
- (F) Replacement Teachers will be placed on the seniority list in the area of their certification. Their seniority will be listed beginning as per Section 24.3(C) with their most recent date of hire as the seniority date.

SECTION 24.4 - Employees who are to be suspended without pay under this Article will be notified of the suspension by certified mail or hand delivered as soon as possible. The Association shall receive notification of such action prior to Board action.

SECTION 24.5 - An employee notified of the suspension of his/her contract without pay under this Article while actively working within a particular certification type, may displace another employee actively working in another certification type, on the basis of performance, provided the displacing employee is properly certified to replace the displaced employee and the displacing employee's name appears on the previously established seniority list for the displaced employee's certification type. Seniority will not be the basis for the decision except where teachers' performance is comparable.

Bumping is defined as moving into a vacant position or into a position held by the least senior person in the area of certification/licensure that is held by the displaced person. The following applies to a bumping situation:

- (A) A substitute certificate/license is intended by the state to be used by individuals who are substituting or taking the place of a fully certified employee who is absent or on leave, Ohio Revised Code 3319.10.
- (B) Any position filled by an employee with a long term/short term substitute certificate can be bumped into by a certificated/licensed displaced employee.
- (C) Any employee, who is in a position that is abolished, and who holds temporary certification for that position, may bump into a position for which they hold certification/licensure.

(D) First the Board will assign the displaced employee to any vacant position due to attrition. Assignments to a position that is held by the least senior bargaining unit member in the displaced employee's certification will occur only after vacant positions created because of attrition have been filled.

(E) The displaced employee with more than one area of certification shall be placed in the area of certification by the following criteria:

First, they will be assigned to a position in the area of certification which is vacant due to attrition.

Second, they will be assigned to a position in the area of certification which is held by the least senior member.

Third, if the second choice above has 2 positions held by staff with the same amount of seniority, the Board shall select which position the displaced employee will be assigned.

(F) Currently on the seniority list the certifications/licensures of 1-8 and K-8 are listed separately. For purposes of bumping, those 2 areas will be combined. The distinction of the K-8 certification/licensure will be differentiated only if there is a kindergarten assignment.

(G) For purposes of bumping and to prevent part time employees from being a protected class, part time employees who are not eligible for seniority and are currently not on the seniority list, shall be placed on the seniority list with their part time experience being prorated. Part time positions, if retained by the Board, will be available to be bumped into by displaced employees but no full time displaced employee has to accept a part time position. Failure to accept a part time position does not remove a displaced employee from the recall list.

SECTION 24.6 - A recall list of suspended employees will be maintained by seniority according to certification types on file in the Board's office. When there is a vacant position or new job opening to be filled, as determined by the Board within its sole and exclusive discretion, suspended employees who were certified or who have become certified to perform the work in that position will be recalled on the basis of performance. Seniority will not be the basis for the decision except where teachers' performance is comparable. Recall rights will be only to those types of certifications for which the suspended employee is duly certified as shown by the seniority lists or as added while on suspension established under the procedures set forth in this Article. Notification of recall will be given the employee by certified mail at the last address furnished to the Board or in person or hand delivery, except in those cases of emergency when a telephone call will be necessary; for example, in late August, after the opening of school, or in the event of an unexpected sudden vacancy.

SECTION 24.7 - A suspended employee who fails to respond to a written recall notice within fifteen (15) calendar days after sending the notice of recall or within twenty-four (24) hours after receipt by the employee of a telephonic notice of recall will be deemed to have refused the position offered in the recall notice.

SECTION 24.8 - A suspended employee's name will remain on a recall list or lists for thirty (30) months after the effective date of a suspension unless the employee: (a) waives seniority recall rights in writing; (b) retires, resigns or otherwise terminates employment; (c) fails to accept recall to a position in the certification type held immediately prior to suspension or to a position in another certification type for which the employee is certified; (d) after acceptance of recall, fails to report to work on the date specified in the recall notice, unless the employee is disabled and so notifies the Superintendent or designee. A recalled employee who has secured employment elsewhere will be allowed a reasonable amount of time before being required to report to work provided the employee secures written agreement to that amount of time from the Superintendent or designee. After an employee has been suspended for thirty (30) months his/her name will be removed from all recall lists and he/she shall not be eligible for recall and he/she shall be terminated from employment and all his/her employment contracts shall be terminated and he/she shall have no rights under this Agreement.

Any long term/short term substitute certificated employee who acquires additional certification/licensure while on the Reduction In Force list, may add that certification per Section 24.6. They will be recalled to any vacant position they are/become certified to hold.

Any displaced employee who accepts a vacant position of Replacement Teacher while on the Reduction In Force recall list will retain their position on the recall list. Any displaced employee who accepts a position of replacement Teacher which is held by an employee who is on an approved leave will retain their position on the recall list. A Replacement Teacher is used in a vacant position that becomes available after August 10 per Section 14.2. Any vacant position held by a replacement teacher is to be posted the following June.

No position may be offered to a new employee unless the recall list has been exhausted of teachers certificated/licensed for a position.

SECTION 24.9 - An employee who is suspended will not be eligible for leaves of absence. The effective date of a suspension is the last day of work for the Board. A suspended employee may continue life, dental and medical insurance benefits by paying the entire amount of all contributions and cost necessary to pay for such benefits and this option may be exercised only so long as payments are received by the date specified and in the manner specified by the Board Treasurer, not to exceed a period of thirty (30) consecutive months from the date of the employee's suspension, provided the employee is still on the recall list.

SECTION 24.10 - After recall from suspension, an employee will receive only accumulated sick leave accrued up to the date of suspension. Upon recall from suspension, an employee will be placed on the salary schedule in accordance with years of service and training, but a recalled employee will not receive salary increment credit for the time while on suspension. Suspension time will not count toward any requirements for individual employee contract eligibility purposes or for years of continuous service for seniority purposes under this Article or any other purposes under this Agreement, but suspension time will not be considered a termination of employment except as otherwise provided for herein.

ARTICLE 25 - WORK DAY

SECTION 25.1 - The length of the normal work day (the amount of time between building check-in and building check-out) shall be seven (7) hours and forty-five (45) minutes for all full-time employees which shall include thirty (30) minutes for lunch. There may be up to one (1) early release/late start day for students per month, except December. Specific check-in and checkout times may vary from building to building and within each building.

SECTION 25.2 - During assigned duty times, no employee shall leave his/her employee's school premises before the end of the work day without the specific authorization of the employee's building principal or his/her designee. If the employee leaves the building during his/her lunch period, he/she will sign out and in at the main office.

SECTION 25.3 - No full time member of the instructional staff shall have fewer than two hundred (200) minutes per week as a conference/preparation time.

SECTION 25.4 - The Board and Association will convene a task force to examine changes to the student schedule for the purpose of creating common collaboration time and related matters. The task force will make recommendations to the Board and Association by February 1, 2015, and the Board or the Association may request to negotiate regarding any additions or changes to this agreement.

ARTICLE 26 - PERSONNEL FILE

SECTION 26.1 - A personnel file for each employee shall be maintained in the Board Office. This file shall be considered the only official file of recorded information on employees maintained by the Board and Administration. Evaluations that are in progress shall be placed in the individual employee's file by the end of the evaluation process. A record of administrator/employee conferences or other documentation of employee performance shall be filed within a two (2) week period after the employee has been notified.

SECTION 26.2 - Employees shall have access to their personnel file during their non-working time upon prior request. Requests by employees to have access to their personnel file shall be handled by the Superintendent or designee within three (3) working days. In the event the

Superintendent or designee is not within the District the personnel file will be made available to the employee within three (3) working days after return to the District.

SECTION 26.3 - Access to employee personnel files will be governed by Ohio Revised Code.

SECTION 26.4 - Materials placed in the personnel file of the employee, after the initial employment procedure has been completed, shall include the following:

- (A) A dated stamp of the date the item was placed in the file.
- (B) The initials of the employee in whose file the entry is being made and date of employee initials and the initials of the administrator placing information in the file.
- (C) No material shall be placed in an employee's file that is considered to be anonymous.

Evaluations that have been completed and signed by the employee and official records; i.e., transcripts and certificates, sent to the Board at the request of the employee, and signed letters or notices from the Board's Administration, stating that they will be placed in the employee's personnel file, may all be placed directly in personnel files upon receipt without requiring the employee's initials.

SECTION 26.5 - The employee's signature or initials on a personnel file document does not indicate agreement with the contents of the material, but indicates only that the materials have been inspected by the employee. All employees have the opportunity to reply to any critical material in their personnel file by a written statement, which will be attached to the file copy of the critical material.

SECTION 26.6 - An employee may submit letters of merit, which shall be placed in his/her personnel file.

SECTION 26.7 - Any materials, except all evaluation or appraisal materials, placed in an employee's personnel file may be grieved on the basis of accuracy, irrelevance, untimeliness or incompleteness of such material. If the material is found to be inaccurate, irrelevant, untimely or incomplete, the material shall be corrected or removed from the employee's personnel file.

SECTION 26.8 - Information in an employee's personnel file may be removed by mutual agreement of the employee and the administrator entering the material in the file or the Superintendent or designee.

SECTION 26.9 - Any person who views an employee's file will be asked to sign and date an access sheet, which shall be included in the front of the file. The employee shall be informed whenever someone views their personnel file.

ARTICLE 27 - SAFETY

SECTION 27.1 - The Sycamore Board of Education will comply with all Occupational Safety and Health Act (OSHA) regulations. Air quality problems shall be reported to the building principal, who will take appropriate action to deal with the problem.

SECTION 27.2 - There shall be a District Safety Committee chaired by the Superintendent. The Association President/designee shall be a member of the Committee and may appoint two Association members. The Superintendent shall appoint the remaining members of the Committee. The committee will meet at least two times per year.

ARTICLE 28 - SICK LEAVE

SECTION 28.1 - Employees shall be granted paid sick leave days in accordance with Section 3319.141 of the Ohio Revised Code as modified by the provisions of this Article 28. Paid sick leave of one and one-fourth (1-1/4) days per full month of employment with the Board, effective on the last day of each month, shall accumulate up to fifteen (15) days each school year. Teachers who render regular part-time, per diem or hourly service shall be entitled to sick leave for the time actually worked at the same rate as that granted like full-time employees, calculated at the ratio of 4.6 hours of sick leave for 80 hours of service. Employees who are not at work for acceptable sick leave reasons for two (2) hours or fewer per day shall be charged one-quarter (1/4) of a day of sick leave. Employees who are not at work for acceptable sick leave reasons between two (2) hours and four (4) hours per day shall be charged one-half (1/2) of a day of sick leave. Employees who are not at work for acceptable sick leave reasons between four (4) hours and six (6) hours per day shall be charged three-quarters (3/4) of a day of sick leave. Employees who are not at work for acceptable sick leave reasons in excess of six (6) hours per day shall be charged a full day of sick leave. Sick leave usage will be prorated for regular part-time, per diem or hourly employees.

SECTION 28.2 - All unused days of accumulated paid sick leave shall be added monthly to an employee's sick leave reserve, but no employee's sick leave reserve shall exceed a total of three hundred twenty-five (325) accumulated sick leave days.

SECTION 28.3 - The Board will show each employee's accumulated unused sick leave reserve on each employee's paycheck stub.

SECTION 28.4 - For purposes of Section 3319.141 of the Ohio Revised Code, death in the employee's immediate family is regarded as the death of anyone living under the same roof in the same household as the employee, and parents, grandparents, brothers, sisters, children, grandchildren and in-laws of the same relationships. Use of sick leave for illness in the employee's immediate family is granted only for illness of spouse and children and the employee's father or mother and in-laws of the same relationship.

SECTION 28.5 - Each new employee and each employee who has exhausted all paid sick leave days shall be advanced a minimum of five (5) days of paid sick leave a year to be charged against the sick leave the employee subsequently accumulates. The Superintendent or designee may advance up to ten (10) additional paid sick leave days a year to an employee when in the Superintendent or designee's opinion, such advancement is justified. All discretionary additional paid sick leave days shall be charged against the sick leave days an employee subsequently accumulates except those days as provided for in Article 42 - SICK LEAVE BANK. The Superintendent or designee may not advance discretionary additional sick leave days in excess of the maximum possible days an employee can accumulate by the end of the current school year.

SECTION 28.6 - An employee's use of paid sick leave days for any reasons other than those specified in Section 3319.141 of the Ohio Revised Code, as modified by this Article 28, shall constitute just cause for disciplinary action, including discharge, by the Board.

ARTICLE 29 - PERSONAL LEAVE

SECTION 29.1 - Each full-time employee, as defined in Sections 22.1 and 22.2 of this Agreement, shall receive four (4) paid personal leave days during the school year. Employees working less than full-time will receive personal leave on a pro-rate basis, rounded to single days. For purposes of this Article, a full-time employee earns one personal leave per quarter of the school year.

SECTION 29.2 - If an employee terminates employment prior to the termination date of his/her employment contract, or prior to the end of the school year, and the employee has previously taken personal business days, the Board shall deduct from the employee's final paycheck the appropriate number of paid personal leave days which the employee was not entitled to receive because of failure to work the entire term of the employee's individual employment contract, or the end of the school year.

SECTION 29.3 - All personal leave days shall be used to transact personal business, important personal obligations or emergencies which cannot be properly conducted during non-working time. Under no circumstances may any paid personal leave days be used for any employment or self-employment purposes.

SECTION 29.4

- (A) Each employee shall make a written request for each paid personal leave day.
- (B) All requests for paid personal leave days must be submitted three (3) days in advance to the Superintendent or designee before the personal day is to be used. No more than 10% can use a personal leave day on any given day per building.

SECTION 29.5 - Under very extenuating circumstances, the Superintendent or designee may authorize paid absence in excess of the number of paid personal leave days an employee is otherwise entitled to receive under this Article.

SECTION 29.6 - Employees wishing to extend vacations or holiday breaks with additional days off may choose to do so with the approval of the Superintendent but without pay for any additional days of work missed due to their absence.

SECTION 29.7

- (A) Personal leave days do not accumulate from one (1) employment or school year to the next.
- (B) An employee's use of paid personal leave days for reasons other than those specified in this Article shall constitute just cause for disciplinary action, including discharge, by the Board.
- (C) If an employee uses paid personal leave days for a court appearance, for which the employee receives fees from the court, the employee may retain such fees and receive paid personal leave for the time missed from work.
- (D) Any bargaining unit member who has to appear in court on a school related matter shall not have to use their personal leave, nor shall they be docked pay for their appearance. The board will pay for the substitute unless the Board and the employee/Association are adverse parties to pending litigation.

ARTICLE 30 - FAMILY MEDICAL LEAVE ACT

SECTION 30.1 - The Sycamore Board of Education will comply with all provisions of the Family Medical Leave Act (FMLA).

SECTION 30.2 - Employees shall be entitled to a leave of absence under the Family Medical Leave Act. Such leave shall not limit or lessen the leave provisions of this agreement.

SECTION 30.3 - In families where the district employs both spouses, these spouses are limited to a combined total of 12 weeks family medical leave per year.

SECTION 30.4 - The Family Medical Leave Act is unpaid leave. If an employee uses paid leave as provided by the provisions of this agreement, the twelve (12) weeks of leave and benefit coverage to which an employee is entitled under the FMLA shall run concurrently with existing paid sick leave benefits, except as noted in 30.5.

SECTION 30.5 - A parent of a new child (born to parent/spouse or adopted by parent/spouse) may utilize family medical leave while still maintaining a balance of sick days, but must adhere to the child care leave policy of this agreement.

ARTICLE 31 - CHILD CARE LEAVE

SECTION 31.1 - The Board shall grant a leave of absence to employees who have been employed by the Board for one (1) full school year to care for a newborn child, an adopted infant under two (2) years of age or a child for whom the adoption agency requires full-time care. All child care leave shall be without pay.

- (A) The employee shall have the options of taking child care leave for:
1. The remainder of a current semester
 2. The remainder of a current school year
 3. The remainder of a second semester and the following school year
 4. The twelve (12) weeks of unpaid Family Medical Leave Act will run concurrently with one of the options above (1-3).
- (B) The employee shall submit a written application for child care leave to the Superintendent or designee not fewer than forty-five (45) calendar days prior to the requested beginning date of the leave.
1. In case of any adoption, the employee shall submit the written application immediately upon notice of the actual date of receiving the child if this date is fewer than forty-five (45) calendar days prior to the requested beginning date of the leave.
 2. A request not to take a requested child care leave or to take a leave not timely requested, may be granted for compelling personal reasons within the sole and exclusive discretion of the Superintendent.
 3. After receipt of the written application for child care leave, the Superintendent or designee will notify the employee within five (5) working days of the Superintendent's notification to the Board.
 4. The Board will act on the application for child care leave no later than the next regularly scheduled meeting and the employee will be notified of the Board's action within three (3) working days.
- (C) It shall be the responsibility of the employee on a child care leave to notify the Superintendent or designee, in writing, by March 15 of any school year whether or not the employee will return to work on the date the leave expires.
1. The Superintendent or designee, after receipt of the notification from the employee, will assign the employee to his or her former position or to a position as similar as practicable to his or her former position and the employee will be placed on the teacher's base salary schedule at the range and increment level last held when in active employment with the Board.

2. If no timely notification in writing of whether or not the employee will return to work is received by the Superintendent or designee, the employee shall be considered as having voluntarily resigned all employment with the Board and all individual employment contracts shall be immediately terminated and the employee shall have no rights to re-employment or reinstatement to any employment with the Board.

ARTICLE 32 - UNPAID LEAVE OF ABSENCE

SECTION 32.1 - The Board may, upon the recommendation of the Superintendent, grant a leave of absence without pay to any employee. Such leaves shall not be granted except for strong and compelling reasons as determined by the Superintendent. Examples where a leave of absence without pay might be granted include, but are not limited to, employee with a relative needing care; employee medically able to return to work but still in a position to benefit from extended absence; military reserve obligations; professional opportunity that would greatly enhance the employee's services to Sycamore Community Schools. The period of time of the leave of absence without pay may continue throughout a school year and may be extended for one (1) full additional school year if, in the opinion of the Superintendent, the situation warrants such extension. An employee returning from a leave of absence without pay will be assigned to his or her former position or to one as similar as practicable to his or her former position and will be placed on the teacher base salary schedule at the range and increment level last held when in active employment with the Board. The employee shall apply for additional unpaid leave of absence by March 15.

ARTICLE 33 - UNPAID MEDICAL LEAVE

SECTION 33.1 - The Board will utilize the provisions contained in ORC 3319.13 for authorizing an unpaid medical leave of absence for bargaining unit members, either voluntarily requested by a bargaining unit member or involuntarily initiated by the Board.

ARTICLE 34 - ASSAULT LEAVE

SECTION 34.1 - Employees who are injured from a physical assault by a student or other persons in the course of their employment with the Board, and who must be absent from work because of physical disability as a result of the assault, may request that they be given days off with pay for recuperation or court appearances as a direct result of the assault, which shall not be charged against the employee's paid sick leave or paid personal leave. Such request must be made in writing to the Superintendent or designee who shall make a decision regarding each assault leave request. The Superintendent or designee, within his/her sole and exclusive discretion, may grant an assault leave with pay not to exceed a sixty (60) calendar day period and may within his/her sole and exclusive discretion grant extensions of such assault leave, but not to exceed a total period of one hundred eighty (180) calendar days. Each request for assault leave must have attached to it a statement from a duly licensed physician corroborating the employee's

injuries sustained as a result of the assault and the length of time necessary for the leave. In the event paid sick leave or paid personal leave days are deducted from an employee's paid sick leave or paid personal leave accumulation, and the Superintendent or designee later approves an assault leave for the employee, credit for the paid sick or paid personal leave days will be reinstated on behalf of the employee.

ARTICLE 35 - JURY DUTY PAY

SECTION 35.1 - The Board will pay bargaining unit members who are required to serve on jury duty on any work day the compensation the employee would have earned from the Board if he/she worked as scheduled by the Board, including any supplemental limited contract pay, extended duty pay and any other pay.

SECTION 35.2 - In order to receive jury duty pay a bargaining unit member must notify his/her immediate supervisor immediately after being summoned for jury duty and must furnish satisfactory evidence to the Board that jury duty was performed on the days for which payment is claimed.

ARTICLE 36 - PAYROLL DEDUCTIONS

SECTION 36.1 - The Board will make the following payroll deductions from employee paychecks at no cost to the employee or the Association for each individual employee who may authorize a deduction in writing:

- (A) The Association shall sign and deliver to the Treasurer of the Board a written authorization requesting that the dues, initiation fees and assessments of the Association and its affiliates be deducted from the employees' paychecks. Such written authorization shall be revocable by the employee during the membership enrollment period for the Association and will continue in effect only until such time as said employee gives written notice to the Association to discontinue making such deductions or such time as the employee's employment with the Board terminates. Such deductions shall be made bi-weekly in equal amounts, beginning the month after the written authorization is submitted to the Treasurer of the Board. All money so deducted shall be remitted bi-weekly to the Treasurer of the Association with a list of employees for whom deductions were made and the amount for each said employee. The Association agrees to indemnify and hold the Board harmless against any and all claims or liabilities that may arise out of or are in any way related to the deduction of Association dues, initiation fees or assessments.
- (B) Employees may at any time sign and deliver to the Treasurer of the Board a written authorization requesting that specified amounts for the Cincinnati Police Federal Credit Union be deducted from their paychecks. Such written authorization shall continue in effect until such time as said employee gives written notice to the Treasurer of the Board to discontinue making such deductions or such time as the employee's employment with

the Board terminates. Such deductions shall be made bi-weekly in equal amounts, beginning the month after the written authorization is submitted to the Treasurer of the Board. All money so deducted shall be remitted bi-weekly to the Cincinnati Police Federal Credit Union accompanied by a list of employees for whom amounts were deducted and the amount for each said employee. Employees currently utilizing the Cincinnati Public School Employees' Credit Union may continue to do so under the terms set forth above.

- (C) Employees may at any time sign and deliver to the Treasurer of the Board a written authorization requesting that contributions to the United Way be deducted from their paychecks. Such written authorization shall continue in effect until such time as said employee gives written notice to the Treasurer of the Board to discontinue making such deductions or such time as the employee's employment with the Board terminates. Such deductions shall be made bi-weekly in equal amounts, beginning the month after the written authorization is submitted to the Treasurer of the Board. All money so deducted shall be remitted each month to the United Way accompanied by a list of employees for whom deductions were made and the amount for each said employee.
- (D) Employees may participate in tax sheltered annuity plans, i.e., the 457 Plan and the 403(B) Plan, in accordance with the terms of those Plans. The Board and or the TPA will provide education on these plans. The plan document that will be in effect not later than January 1, 2009 will allow the following:
 - 1. Opportunity for all providers currently participating in the District to be in the Plan if they meet IRS requirements pertaining to information sharing agreements, etc. Providers may be added if they meet IRS requirements pertaining to information sharing agreements, etc., and have a minimum of five annuity contracts.
 - 2. Hardship withdrawals within IRS guidelines.
 - 3. Loans within IRS guidelines.
 - 4. Opportunity to enroll in the plan or make changes to contributions at any time. Contribution amounts cannot exceed IRS annual limits.
 - 5. Transfers and exchanges between providers who meet IRS requirements pertaining to information sharing agreements, etc.

SECTION 36.2 - The Board shall provide through its treasurer, the deduction of political contributions for Fund for Children in Public Education (FCPE) as a service to employees.

SECTION 36.3

- (A) All employees' paychecks will be distributed by electronic deposit.
- (B) The Board shall be responsible for correcting electronic processing errors, directly made by the Board by making whole the bargaining unit member within a reasonable period of time.

SECTION 36.4

- (A) Employees will be able to participate in a flexible benefit plan provided by the Board operating within the guidelines of the Internal Revenue Service Section 125 Plan. Tax-free reimbursement for qualified expenses related to (1) employee premiums for medical and dental insurance (2) dependent child care and (3) non-reimbursed medical expenses and health care expenses should be included in the plan.
- (B) The Board shall retain the services of a third party administrator to oversee and administer the plan.
- (C) The Board shall establish information sessions for employees in September, October, November and December of each school year. The third party administrator will then schedule individual information sessions with interested employees. The Plan Year begins in January.
- (D) This plan will be available to employees so long as it is made available by the Internal Revenue Service or until such time as it is negotiated to be removed from this Agreement.
- (E) This plan shall be made available to additional employee participation with the beginning of each new plan year.

SECTION 36.5 - The Treasurer will withhold the required taxes from the paychecks of employees who reside outside the state of Ohio and will pay the appropriate state taxes.

ARTICLE 37 - PAY PERIODS

SECTION 37.1 - Employees shall receive their annual pay in twenty-six (26) bi-weekly installments. Employees receiving their annual pay in twenty-one (21) payments during the 2011-12 school year may continue as long as they wish.

ARTICLE 38 - SALARY

SECTION 38.1 - The salary schedule (Appendix B) shall be increased by \$1,250 for the 2016-17 school year effective August 1, 2016.

SECTION 38.2 - Each newly hired employee shall be given credit for years of experience for placement on the salary schedule in the following manner:

1. All years of service in public schools or in other states of the United States, or chartered non-public schools in Ohio, unless the initial placement on the salary schedule is determined otherwise through mutual written agreement between the Sycamore Board of Education and the applicant. This agreement may be made only at the time of initial employment.
2. Active military service with the Armed Forces of the United States, but not to exceed five (5) years of experience credit (eight (8) months of continuous service of a partial year shall be recognized as one (1) year of experience credit).
3. Where employees obtain experience in other than the above three (3) areas in their respective academic fields which is of a unique value to the employee and to Sycamore Community Schools, the Superintendent may approve all or part of such experience for salary schedule placement. Adjustments in years of experience for salary schedule purposes will be made only at the beginning of each school year.
4. Retroactive to the time the practice started, all employees in the bargaining unit who agreed to accept a position on the salary schedule not otherwise in accord with the total number of years of experience they may have had in other credited school systems shall be advanced one additional year for each four years served as an employee in Sycamore Community Schools until such time as they have received credit for each year of experience obtained prior to employment in Sycamore Community Schools.

SECTION 38.3 - In order for a year of experience to be approved for Salary Schedule purposes, an employee must give proof to the Board or its designee of having been employed under an individual employment contract during a regular school year and of having been on duty seven (7) hours per day for one hundred twenty (120) days, or the equivalent number of hours and days, during that school year.

SECTION 38.4 - Employees who work one hundred twenty (120) days or more per school year while employed under an individual employment contract shall move one step on the years of experience column on the Salary Schedule for the 2014-15, 2015-16 and 2016-17 contract years.

SECTION 38.5 - It is the responsibility of each employee qualifying for higher group placement on the Salary Schedule to supply the Board or its designees with official proof of additional credits or degrees earned, including acceptable translations of credits or degrees earned at any foreign institutions, no later than October 1 of each year, if the pay adjustment is to be effective the first semester of the school year, and no later than March 1, of each year if the pay adjustment is to be effective the second semester of the school year.

SECTION 38.6 - The salary schedule (Appendix E) shall remain the same for the term of this agreement. For the 2014-15, 2015-16 and 2016-17 contract years, employees will be given credit for experience.

SECTION 38.7 - For placement of non-certified ESL Tutors and Professional Assistants on the proper years of experience Salary Schedule step, the standards of Section 38.2 (1), (2), and (3) shall apply. In addition, credit for out-of-district experience, as a tutor shall be given at the rate of one (1) year credit for every two (2) years of tutoring experience. All tutors, evaluators and professional assistants employed by the Board prior to the effective date of this Agreement shall be given experience step credit under the conditions of this Section 38.7 or left at their Salary Schedule experience step which was in effect prior to August 1, 1994, whichever is the higher step.

SECTION 38.8 - Effective with the start of summer school pay for employees of remedial and original credit classes in summer school and extended school year employees charged with the implementation of students' individual education plans (IEPs) shall be \$27.28 per hour for employees with fewer than five (5) years of teaching experience and \$31.63 per hour for employees with five (5) or more years of teaching experience. Summer School employees shall be paid the hourly rate for all legal holidays. The Board will allow bargaining unit members teaching summer school to utilize sick leave or personal leave unused in the most recent school year, subject to the terms and conditions of sick leave or personal leave utilization contained in the Agreement. Bargaining unit members may choose to take leave from summer school on an unpaid basis. In recognition of the fact that a "day" of teaching Summer School is shorter in length than a regular school year teaching "day", the Board and Association agree that one-half (1/2) of a day will be subtracted from a bargaining unit member's sick leave accumulation for a full sick day taken during Summer School.

SECTION 38.9 - At the discretion of the Superintendent, the Board may assume the cost of district-approved workshops and/or classes required of its employees by the State of Ohio to conform with newly mandated state standards.

SECTION 38.10 - The Board may extend the one-hundred eight-five (185) day individual employment contract year, as defined in Section 22.1 of this Agreement, for such bargaining unit members as specifically recommended annually by the administrative staff. Such employees will be paid their individual per diem rate for each day worked beyond their one-hundred eighty-five (185) day individual employment contract year.

SECTION 38.11 - The employee members of any District-wide committee approved by the Superintendent or designee effective August 1, 2014 shall be paid at the rate of \$24.72 per hour or a portion thereof for all committee work approved in advance by the Superintendent or designee. Paid committees are all those set forth in Article 19.

SECTION 38.12 - For tax sheltering purposes only, the Board shall, effective with the signing of this agreement by both parties, designate and consider (i.e., "pick-up") each employee's mandatory contribution to the State Teachers Retirement System (STRS), as deferred salary paid by the Board. The amount of an employee's income reported by the Board as subject to Federal and Ohio income tax, shall be the employee's total gross income reduced by the amount of the employee's mandatory contribution to the STRS. No employee's total earnings paid by the Board shall be increased by application of this Section 38.12, nor shall the Board's contributions to the

STRS or any other costs be increased thereby. The Association agrees that the Board assumes no other or further liability to any person or entity under this Section 38.12, and that the definition of current and/or deferred income subject to taxation is determined solely by the Internal Revenue Service and Ohio taxing authorities. The Board shall have the right to immediately and unilaterally discontinue all of its obligations under this Section 38.12, if so ordered by the STRS and/or the Internal Revenue Service or Ohio taxing authorities, notwithstanding any provision contained in this Agreement to the contrary. Rule 77-464 and 81-36 of the Internal Revenue Service and Opinion 82-097 of the Ohio Attorney General and rules of the STRS, and such rules as the aforementioned agencies, including Ohio taxing authorities, may subsequently issue are applicable to the Board notwithstanding any provision set forth in this Section 38.12. The "pick-up" amount shall be included in the employee's annual base salary for the purpose of computing weekly rates of pay, daily rates of pay, hourly rates of pay and for determining pay or salary due to absence or for any other purpose under this Agreement.

SECTION 38.13 - Notwithstanding any provision of the Ohio Revised Code to the contrary, it is agreed that the Board need not mail annual salary notices to any employees covered by this Agreement at any time, but the Board shall issue one (1) base salary notice, to each employee then employed, with the first group of employee paychecks issued after the start of each annual school year, and no other salary notices shall be issued during the remainder of each school year.

SECTION 38.14 - Set forth in Appendix D of this Agreement are the salaries for those individual employee limited supplemental contract positions which the Board may decide to fill during the term of this Agreement. The listing of a position in Appendix D does not imply that the Board must employ an employee in that position. Employees shall move with each step being paid for each year of experience in the limited supplemental contract position for the 2014-15, 2015-16 and 2016-17 contract years. The base salary rate shall remain the same for the duration of this Agreement.

SECTION 38.15 - For supplemental duties not included in the current Appendix D, "Pay Levels for Supplemental Limited Contract Positions" employees may apply for a supplemental contract by following the current procedure to request a new supplemental position from the supplemental committee.

SECTION 38.16 - The Supplemental Committee will develop a philosophy for the Sycamore supplemental programs. The committee will compare the district's list of supplementals and the supplemental pay schedule to other comparable schools per the Ohio Department of Education, members of the GMC and Hamilton County school districts. Those employees who hold a supplemental will be surveyed to acquire information about their job requirements. The committee will make recommendations to the Association and the Board on any changes to the list of supplemental and/or compensation by January, 2017. The recommendations will be used in the negotiation of a successor agreement.

ARTICLE 39
SEVERANCE PAY AND RETIREMENT INCENTIVE PLAN

SECTION 39.1 - An employee may elect at the time of retirement from active service in Sycamore Community Schools to be paid in cash, for one-third (1/3) the value of accrued but unused Ohio sick leave day credit, provided all the requirements for service retirement, as established by the Ohio Revised Code, have been met. Sick leave severance pay must be taken at the time of retirement or as mandated by the Accumulated Leave Plan outlined in Section 39.5 of this agreement.

SECTION 39.2 - The per day amount of sick leave credit specified in Section 39.1 above, will be determined by dividing the employee's highest base salary earned while in Sycamore Community Schools by the number of duty days in the individual employee's contract year at time of retirement.

SECTION 39.3 - In the case of death of an employee, accrued but unused Ohio sick leave shall be paid to the deceased employee's estate and the amount payable shall be calculated in accordance with the formula in Sections 39.1 and 39.2 above.

Retirement Incentive Plan

SECTION 39.4 - The retirement incentive plan set forth in this Section 39.4 is available to all employees who meet the qualifications set forth in Sections A, B, C and either D or E:

- (A) An employee must have continuous uninterrupted service in Sycamore Community Schools of five (5) or more years immediately prior to the employee's retirement date to qualify for the plan.
- (B) The employee must be a member of the State Teachers Retirement System to be eligible to participate in the plan.
- (C) All resignations for retirement purposes under this Section 39.4 must be received by the Superintendent no later than January 1 of any school year or the employee shall forfeit all the benefits of this Section 39.4 for that school year.
- (D) The employee must have thirty (30) years of service credit, and must retire at the conclusion of the school year, and prior to August 1st, upon which the employee first achieves thirty (30) years of service credit.
- (E) Those employees who are at least fifty-five (55) years of age and who have from twenty-five (25) to twenty-nine point ninety-nine (29.99) years of eligible service credit may apply to participate in the retirement incentive plan, provided the employee must retire at the conclusion of the school year, and prior to August 1st. All eligible employees at least fifty-five (55) years of age with the number of years of service credit as stated in the first sentence shall qualify.

For those employees who qualify for the retirement incentive plan, a one (1) time payment shall be made using the following formula:

- (F) Final annual base salary of qualifying retiree at beginning of school year for each of the past five (5) school years.
- (G) Determine the average salary by dividing the total base salaries of the past five (5) school years by five (5).
- (H) Multiply the five year average salary under "G" above, by one and one-half percent (1-1/2%).
- (I) Multiply the result of "H", by the total years of eligible service for retirement purposes but not to exceed thirty (30) years. The result of this computation shall constitute the retirement incentive payment under the retirement incentive plan. The retirement incentive may be deferred until first pay period, January 1, of the following year at the employee's option for those employees not eligible for the accumulated leave plan outlined in Section 39.5. Within two (2) pay periods of the written notification, the Treasurer will prepare separation pay due at that time through the last day of employment.

For purposes of this Section 39.4, eligible service credit shall mean the total amount of service credit earned as a public school employee under the School Employee's Retirement System and/or the State Teachers Retirement System, including service outside the public schools that may be purchased by the employee. The employee must assume the responsibility of notifying the Retirement System of the service credit that may be purchased. To be eligible for benefits under this Section 39.4, an employee must count all eligible service credit in meeting either the twenty-five (25) year or the thirty (30) year eligible service credit levels. For the purpose of this Section 39.4 an employee's service shall be deemed uninterrupted notwithstanding authorized paid or unpaid leaves of absence. Service is interrupted when an employee is terminated, resigns or retires for any reason or when an employee is suspended due to a reduction in force.

SECTION 39.5 - The Board will maintain an Accumulated Leave Plan pursuant to Section 403(b) of the Internal Revenue Code for participation by those teachers who reach the age of fifty-five (55) at the time of their retirement.

ARTICLE 40 - INSURANCE

SECTION 40.1 - The Board will continue to provide the Health and Dental plans offered by the Butler Health Plan, the EAP (Employee Assistance Plan) and Life Insurance for all eligible employees who regularly work five (5) normal work days per week, as work day is defined in Section 25.1 of this Agreement, and their eligible dependents, except that term life insurance coverage for employees whose base pay is more than twenty-five thousand dollars (\$25,000) per year shall be equivalent to their base pay rounded off to the nearest one thousand dollars (\$1,000). The full benefits are included in the Health Benefits contract that is incorporated into this Agreement by reference.

SECTION 40.2 - The following premium cost schedule shall be in place:

- (A) The Board will contribute 85% of the premium cost for the PPO Option Plan, EPO Option Plan and the HDHP Option Plan (or their replacements). The Board also agrees to pay one month of an employee's PPO, EPO or HDHP plan contribution in each plan year with the month being January for employees who participate in the Butler Health Plan health evaluation screening and/or other wellness incentive programs developed by the Health Benefits Committee. The Board will contribute \$2,000 per plan year per IRS guidelines to a Health Savings Account (HSA) for those employees participating in the Family HDHP plan (or its replacement). The Board will contribute \$1,000 per plan year per IRS guidelines to a Health Savings Account (HSA) for those employees participating in the Single HDHP plan (or its replacement). Fifty percent (50%) of the Board's contribution to the HSA will be made in January and fifty percent (50%) in July of each plan year. Employees who begin participation in the HDHP/HSA option other than at open enrollment will receive a prorated contribution based on the number of months remaining in the plan year. Employees who elect to participate in the HDHP/HSA option will reimburse the Board for the fractional amount of the plan year in which they leave employment or cease participation in the HDHP/HSA plan option.
- (B) The Board shall pay eighty-five (85%) of the premium cost of the Premium dental plan option, ninety percent (90%) of the premium cost for the Standard dental insurance plan option, and ninety-five percent (95%) of the premium cost for the Basic dental plan option, selected by the employee and one hundred percent (100%) of the EAP and Life insurance cost.
- (C) The employee shall pay his/her share of the premium cost for such coverage through payroll deduction.

SECTION 40.3 - An employee's eligibility and his dependent's eligibility for the insurance coverage and benefits of this Article shall be governed by the terms, conditions and exclusions contained in the respective insurance policies, and if benefits are denied to any employee, his or her dependents or their heirs, executors or assigns by any insurance carrier, the Board shall not be liable in any way.

SECTION 40.4 - Employees who regularly work fewer than five (5) normal work days per week as normal work day is defined in Section 25.1 of this Agreement, may elect to enroll for Health, Dental and Life Insurance benefits coverage as set forth in Section 40.1. The Board shall pay that portion of the premiums equal to the fractional amount of the five (5) normal work days per week the employee works multiplied by the Board contribution in accordance with Section 40.2 above for Health, multiplied by ninety percent (90%) for Dental insurance, and multiplied by one hundred percent (100%) for Life insurance, and the employee shall pay the remaining portion of the premium through authorized payroll deductions. All other provisions of this Article shall apply to employees covered by this Section.

SECTION 40.5 - None of the insurance benefits coverage is automatic. To be covered an employee must complete and sign appropriate applications and turn them in to the Board's office within thirty (30) days of his/her first day of work, in which case coverage will become effective at the next monthly billing date following his/her first day of work, or wait until the next open enrollment period as determined by the insurance carrier.

SECTION 40.6 - The Board's obligation under this shall cease on the effective date an employee resigns or retires for any reason, or the effective date an employee's individual contract and employment are terminated for any reasons or suspended due to a reduction in force, or the effective date an employee goes on a leave of absence without pay, except employees may continue insurance benefits coverage under those conditions set forth in Section 3313.202 of the Ohio Revised code by paying all premiums for such coverage, but such premium payments shall not be required more than thirty (30) days in advance of the insurance carrier's due date.

SECTION 40.7 - At any time during the term of this Agreement the Board has the right to change insurance carriers, provided there is no reduction in the level of benefits under any insurance policy and provided the premium payment remains at or below the amount to be charged by the previous carrier.

SECTION 40.8 - Employees who terminate employment shall have whatever insurance continuation or conversion rights as are set forth in the respective insurance policies.

SECTION 40.9 - The Sycamore Board of Education agrees to pay any regular full-time employee the amount of one thousand dollars (\$1,000) annually if the employee elects not to participate in the health insurance plan offered to employees by the Board. The employee understands that:

- (A) If the employee has lost health insurance coverage as the result of a qualifying event; i.e., loss or reduction of coverage under a spouse's plan, the employee has the ability to enroll in the health insurance coverage offered by the Board.
- (B) If the employee is less than full-time, the payment to the employee will be equal to the fractional amount of their full-time equivalency; i.e., ½ time employees receive \$500.

- (C) Employees who elect not to participate in the health insurance plan and who have already received the \$1,000 amount will reimburse the Board for the fractional amount of the calendar year for which they elect insurance coverage; i.e., 6 months equals 50% = \$500 to be reimbursed through direct payment or payroll deduction.

SECTION 40.10 - During the term of this agreement, a twelve (12) person Health Benefits Committee – composed of four (4) committee members appointed by the Association, four (4) committee members appointed the Ohio Association of Public School Employees, America Federation of State, County and Municipal Employees, AFL-CIO (OAPSE) and its Chapter No. 243 and four (4) committee members appointed by the Board will review and study new plans of health and dental insurance coverage for eligible employees covered by this Agreement and eligible dependents and will assist in the education of staff members on employee benefits options. The Committee will also develop wellness incentive programs to be utilized in connection with the one-month premium incentive provided for in Section 40.2. The Association President will appoint one (1) representative to the Butler Health Plan Benefit Information Committee.

SECTION 40.11- Employees will participate in a dependent eligibility audit.

ARTICLE 41 - TUITION REIMBURSEMENT

SECTION 41.1 - The Board shall annually establish an account of eighty thousand (\$80,000) per year. The account shall be used to reimburse employees at the rate of one hundred seventy-five dollars (\$175.00) per graduate semester hour with a maximum of six (6) hours per employee in any fiscal year. To qualify, an employee must take graduate level classes in the field of education and achieve a final grade of B or better (pass in a pass/fail class). Employees must submit an official grade report from the granting institution to the Personnel Office for reimbursement.

SECTION 41.2 - Employees wishing to use funds in the tuition account must obtain a purchase order from the Treasurer's Office. To qualify the employees must submit proof of registration within ten (10) working days of the purchase order date. The purchase order will guarantee that the funds from the appropriate fiscal year will be available for reimbursement upon completion of course work, even if the work is completed in the following fiscal year. Funds for which a purchase order was obtained, but not paid will carry over into the following fiscal year.

ARTICLE 42 - SICK LEAVE BANK

SECTION 42.1

- (A) "Sick Leave Bank" shall be established for use by bargaining unit members who wish to participate. Each participant shall contribute one (1) day of sick leave in the first month of eligibility.
- (B) A new member of the bank cannot be assessed a second day within a twelve (12) month period.

SECTION 42.2 - Each participant shall contribute one (1) day each time the "Bank" reaches twenty-five percent (25%) of the number in membership. Said contribution shall be made on the first day of employment of the fiscal year following the depletion occurrence.

SECTION 42.3 - New employees may join during the first three months of their employment.

SECTION 42.4 - Sick days donated to the "Bank" will not be returned.

SECTION 42.5 - No employee shall be eligible to draw more than fifty (50) days from the bank for any one illness or injury. After an employee's accumulated sick leave has been exhausted, and any other special leave has also been exhausted, the employee shall be eligible to draw from the bank only for approved absences of ten (10) continuous days or more.

SECTION 42.6 - Any employee withdrawing sick leave days from the "Bank" shall not be required to replace those days except as a regular contributing member of the "Bank."

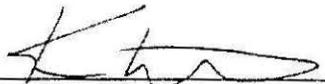
SECTION 42.7 - The Sick Leave Bank Committee consisting of two (2) persons selected by S.E.A. and two (2) persons selected by the Administration shall approve or disapprove all requests for withdrawal.

SECTION 42.8 - Guidelines are available upon request from the Association.

IN WITNESS WHEREOF, the parties Hereto, by their duly authorized representatives, after Association ratification by a majority of a group composed of employees who are members of the Association and adoption by resolution of the Board, have set their hands and seals this 19th day of November, 2014.

Sycamore Education Association
And Affiliate of the Southwest
Ohio Education Association, the
Ohio Education Association and the
National Education Association

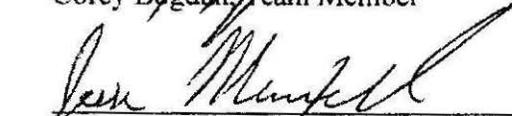
Board of Education of
Sycamore Community Schools



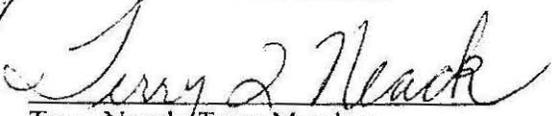
Kevin Wittman, President



Corey Bogdan, Team Member



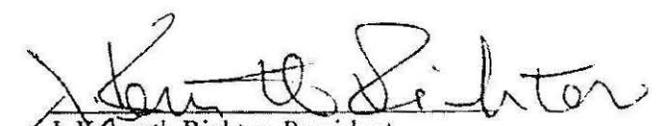
Jesse Maxwell, Team Member



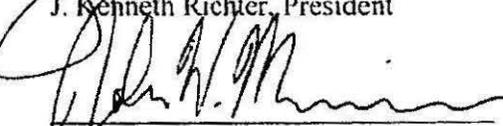
Terry Neack, Team Member



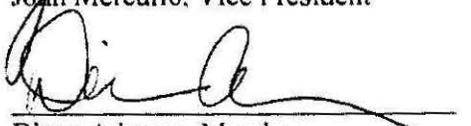
Danieffe Scrase, Team Member



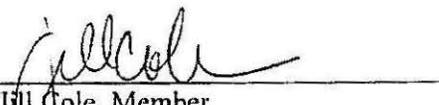
J. Kenneth Richter, President



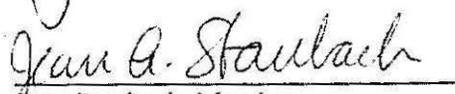
John Mercurio, Vice President



Diane Adamec, Member



Jill Cole, Member



Jean Staubach, Member



Adrienne C. James, Superintendent



Beth Weber, Treasurer

APPENDIX A - GRIEVANCE FORM

Name of Grievant _____ Date _____

Teaching position _____ Building _____

Name of Building Principal _____

Date Event Occurred Giving Rise to Grievance _____

Statement of Cause of Grievance (include dates, times and places):

Provisions of Agreement about which there is a dispute directly relating to its interpretation, application or alleged violation:

Remedy Requested

Signature of Grievant _____

**Appendix B – SALARY SCHEDULE
 SYCAMORE COMMUNITY SCHOOLS
 2014-15 and 2015-16**

YRS EXP	BA DEGREE GROUP II	BA15 DEGREE GROUP III	MA DEGREE GROUP IV	MA15 DEGREE GROUP V	MA30 DEGREE GROUP VI	MA45 DEGREE GROUP VII
0	39,979	40,023	41,756	42,583	43,505	44,808
1	41,076	41,847	44,140	44,966	45,885	47,190
2	42,903	43,676	46,522	47,347	48,269	49,572
3	44,727	45,500	48,904	49,731	50,651	51,955
4	46,550	47,324	51,287	52,113	53,032	54,337
5	48,374	49,150	53,666	54,496	55,416	56,719
6	50,202	50,975	56,049	56,877	57,796	59,100
7	52,027	52,799	58,430	59,257	60,180	61,483
8	53,852	54,625	60,812	61,639	62,562	63,864
9	55,676	56,450	63,197	64,019	64,940	66,247
10	57,507	58,276	65,578	66,404	67,324	68,629
11	59,327	60,102	67,959	68,786	69,705	71,010
12	61,151	61,924	70,339	71,167	72,088	73,390
13	62,980	63,749	72,725	73,548	74,470	75,777
14	64,807	65,578	75,105	75,935	76,853	78,155
15	66,631	67,402	77,485	78,313	79,232	80,537
16	68,457	69,228	79,868	80,697	81,614	82,921
17			82,250	83,077	83,998	85,301
18						
19	70,282	71,055	84,635	85,458	86,381	87,684
20	71,115	71,884				
21			87,103	87,928	88,848	90,155
22			87,972	88,799	89,717	91,026
23						
24						
25	71,946	72,717	88,804	89,628	90,548	91,857

**Appendix B – SALARY SCHEDULE
 SYCAMORE COMMUNITY SCHOOLS
 2016-17**

YRS EXP	BA DEGREE GROUP II	BA15 DEGREE GROUP III	MA DEGREE GROUP IV	MA15 DEGREE GROUP V	MA30 DEGREE GROUP VI	MA45 DEGREE GROUP VII
0	41,229	41,273	43,006	43,833	44,755	46,058
1	42,326	43,097	45,390	46,216	47,135	48,440
2	44,153	44,926	47,772	48,597	49,519	50,822
3	45,977	46,750	50,154	50,981	51,901	53,205
4	47,880	48,574	52,537	53,363	54,282	55,587
5	49,624	50,400	54,916	55,746	56,666	57,969
6	51,452	52,225	57,299	58,127	59,046	60,350
7	53,277	54,049	59,680	60,507	61,430	62,733
8	55,102	55,875	62,062	62,889	63,812	65,114
9	56,926	57,700	64,447	65,269	66,190	67,497
10	58,757	59,526	66,828	67,654	68,574	69,879
11	60,577	61,352	69,209	70,036	70,955	72,260
12	62,401	63,174	71,589	72,417	73,338	74,640
13	64,230	64,999	73,975	74,798	75,720	77,027
14	66,057	66,828	76,355	77,185	78,103	79,405
15	67,881	68,652	78,735	79,563	80,482	81,787
16	69,707	70,478	81,118	81,947	82,864	84,171
17			83,500	84,327	85,248	86,551
18						
19	71,532	72,305	85,885	86,708	87,631	88,934
20	72,365	73,134				
21			88,353	89,178	90,098	91,405
22			89,222	90,049	90,967	92,276
23						
24						
25	73,196	73,967	90,054	90,878	91,798	93,107

APPENDIX C - EXPLANATION OF ASSIGNMENTS

Substitute - This person is “on call” to substitute as needed. Assignments to building and classrooms may vary day-to-day. This substitute may be assigned to one classroom up to ten (10) days.

Long-term substitute - A substitute who will be assigned to one classroom assignment for at least eleven (11) days but less than a semester.

- Compensation
 - Days 1 through 10 - regular substitute pay
 - Day 11 - less than a semester - BA. Step O per diem rate
- Benefits - Effective after 60 days

Permanent Floating Substitute - The floating substitute will be assigned to one school building to act in the absence of any teacher in that school. This person may be assigned to different classrooms on a day-to-day basis. On a day when no substitute is needed in that school, this person may be assigned other duties by the building principal/designee.

- Compensation
 - Teacher Salary Schedule BA step zero
- Benefits -Full benefits
- Contract -The contract will automatically terminate/expire at the end of the school year.

Replacement Teacher - This position will be used for any vacancy that is at least a semester up to one school year.

- Compensation
 - Placement on the negotiated salary schedule according to section 38.2 of the master Agreement
- Benefits - Full benefits
- Contract - A one year contract that automatically terminates/expires at the end of the semester and/or school year.

APPENDIX D – SUPPLEMENTALS

SYCAMORE COMMUNITY SCHOOLS

Pay Levels for Supplemental Limited Contract Positions

<u>POSITION</u>	<u>LEVEL</u>
H.S. Assistant Athletic Director (per year)	13
H.S. Strength Coach (per season - including summer)	5
H.S. Assistant Strength Coach (per season - including summer)	4
H.S. Aquatics Director (per year)	3
District Ticket Manager (per year)	12
J.H. Assistant Athletic Director (per year)	9
J.H. Athletic Trainer (per year)	4

FALL SPORTS

Football – pay includes 120 hours preseason coaching

H.S. Head Coach	16
H.S. Assistant Coach	12
H.S. Freshman Coach	9
H.S. Assistant Freshman Coach	8
J.H. Head Coach	9
J.H. Assistant Coach	8
J.H. 7 th Grade Head Coach	8
J.H. Assistant 7 th Grade Coach	7

Cross Country – pay includes 60 hours preseason coaching

H.S. Head Coach (Girls)	7
H.S. Head Coach (Boys)	7
H.S. Assistant Coach (Girls)	6
H.S. Assistant Coach (Boys)	6
J.H. Head Coach*	4
J.H. Assistant Coach*	3
*Includes 20 hours preseason coaching	

Tennis (Girls) – pay includes 20 hours preseason coaching

H.S. Head Coach	6
H.S. Assistant Coach	5
J.H. Head Coach	5
J.H. Assistant Coach	4

Soccer (Boys) – pay includes 60 hours preseason coaching

H.S. Head Coach	7
H.S. Assistant Coach	6
H.S. Freshman Coach*	5
J.H. Head Coach*	5

APPENDIX D (cont'd)**POSITION****LEVEL****FALL SPORTS (cont'd)****Soccer (Boys) (cont'd)**

J.H. Assistant Coach* 4

*Includes 20 hours preseason coaching.

Soccer (Girls) – pay includes 60 hours preseason coaching

H.S. Head Coach 7

H.S. Assistant Coach 6

H.S. Freshman Coach* 5

J.H. Head Coach* 5

J.H. Assistant Coach* 4

*Includes 20 hours preseason coaching.

Golf (Boys) – pay includes 20 hours preseason coaching

H.S. Head Coach 6

H.S. Assistant Coach 5

J.H. Head Coach 5

J.H. Assistant Coach 4

Golf (Girls) – pay includes 20 hours preseason coaching

H.S. Head Coach 6

H.S. Assistant Coach 5

J.H. Head Coach 5

Volleyball (Girls) – pay includes 60 hours preseason coaching

H.S. Head Coach 7

H.S. Assistant Coach 6

H.S. Freshman Coach* 5

J.H. 8th Grade Coach* 5

J.H. 7th Grade Coach* 4

*Includes 20 hours preseason coaching.

Waterpolo (Boys)

H.S. Head Coach 4

Waterpolo (Girls)

H.S. Head Coach 4

Waterpolo

Assistant Coach (boys & girls) 3

APPENDIX D (cont'd)**POSITION****LEVEL****WINTER SPORTS****Basketball (Boys) – (pay includes 20 hours winter recess)**

H.S. Head Coach	14
H.S. Assistant Coach	8
H.S. JV Coach	8
H.S. JV Asst. Coach	3
H.S. Freshman Coach	6
J.H. 8 th Grade Coach	6
J.H. 7 th Grade Coach	6

Basketball (Girls) – (pay includes 20 hours winter recess)

H.S. Head Coach	14
H.S. Assistant coach	8
H.S. JV Coach	8
H.S. Freshman Coach	6
J.H. 8 th Grade Coach	6
J.H. 7 th Grade Coach	6

Wrestling – (pay includes 20 hours winter recess)

H.S. Head Coach	10
H.S. Assistant Coach	7
H.S. Freshman Coach	6
J.H. Coach	6
J.H. Assistant Coach	5

Winter Track Coach

3

Bowling Team

H.S. Head Coach (Boys & Girls)	6
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Hockey

H.S. Head Coach	6
H.S. Assistant Coach	5
H.S. JV Coach	5
H.S. Freshman Coach	4

Swimming – (Boys and Girls) – (pay includes 20 hours winter recess)

H.S. Head Coach	12
H.S. Assistant Coach (Boys)	8
H.S. Assistant Coach (Girls)	8

APPENDIX D (cont'd)**POSITION****LEVEL****WINTER SPORTS (cont'd)****Swimming – (Boys and Girls) (cont'd)**

HS JV Coach (Boys)	6
HS Diving Coach	6
J.H. Head Coach	4
J.H. Assistant Coach	3
J.H. Diving Coach	3

Organizations

H.S. Cheerleader Varsity Sponsor (FB or BB)	4
H.S. JV Cheerleader Sponsor (FB or BB)	4
H.S. Varsity Flyerettes (FB or BB)	4
H.S. Freshman Cheerleader Sponsor (FB or BB)	3
J.H. Cheerleader 8 th Grade Sponsor (FB or BB)	3
J.H. Cheerleader 7 th Grade Sponsor (FB or BB)	3
H.S. Aquettes	2
H.S. Academic Bowl Team	3
H.S. Chess Team	3

SPRING SPORTS**High School – Includes 15 hours over spring break****Baseball (Boys)**

H.S. Head Coach	8
H.S. Assistant Coach	6
H.S. JV Coach	6
H.S. Assistant JV Coach	5
H.S. Freshman Coach	5
J.H. Head Coach	5
J.H. Assistant Coach	4

Softball (Girls)

H.S. Head Coach	8
H.S. Assistant Coach	6
H.S. JV Coach	6
H.S. Assistant JV Coach	5
J.H. Head Coach	5
J.H. Assistant Coach	4

APPENDIX D (cont'd)**POSITION****LEVEL****SPRING SPORTS (cont'd)****Track (Boys)**

H.S. Head Coach	8
H.S. Assistant Coach	6
J.H. Head Coach	5
J.H. Assistant Coach	4

Track (Girls)

H.S. Head Coach	8
H.S. Assistant Coach	6
J.H. Head Coach	5
J.H. Assistant Coach	4

Track (Girls & Boys)

J.H. Assistant Coach	4
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Tennis (Boys)

H.S. Head Coach	6
H.S. Assistant Coach	5
JH Head Coach	5
JH Assistant Coach	4

Volleyball (Boys)

H.S. Head Coach	7
H.S. Assistant Coach	5
H.S. Freshman Coach	5

LaCrosse (Boys)

H.S. Head Coach	8
H.S. Assistant Coach	7
H.S. JV Coach	5
J.H. Head Coach	5
J.H. Assistant Coach	4

LaCrosse (Girls)

H.S. Head Coach	8
H.S. Assistant Coach	7
H.S. JV Coach	5
H.S. Developmental	5
J.H. Head Coach	5
J.H. Assistant Coach	4

APPENDIX D (cont'd)**POSITION****LEVEL****MUSIC**

H.S. Assistant Marching Band Director	6
H.S. Band Director	4
H.S. Boys Choir Club (SHAG)	3
H.S. Chamber Orchestra	3
H.S. Electric Ensemble	2
H.S. Fall Guard	4
H.S. Fall Guard Assistant	3
H.S. Marching Band Director	8
H.S. Jazz Band Director	4
H.S. Percussion Instructor	4
H.S. Pep Band	2
H.S. Vocal Music Director	6
H.S. Winter Drum Line	4
H.S. Winter Drum Line Assistant	3
H.S. Winter Guard Assistant Instructor	3
H.S. Winter Guard Instructor	4
J.H. Assistant Orchestra Director	2
J.H. Band Director	3
J.H. Boys Assistant Choir Director	3
J.H. Boys Choir Director	3
J.H. Choral Director	3
J.H. Jazz Band Director	3
J.H. Singing Company	3
Jr./Sr. Orchestra Director	5
Marching Band Drill Planning	4
Touring Company Director	4
Touring Company Accompanist	3

HIGH SCHOOL ACTIVITIES/CLUBS/ORGANIZATIONS

Activities Director	5
American Sign Language	2
Annual Advisor	8
Art Club	2
Black Student Union	1
Chinese Club	2
Computer Club	2
Computer Science Team	2
Council on World Affairs	2
Environmental Club	3
Fashion for the Cure	2
Fencing Team	2

APPENDIX D (cont'd)**POSITION****LEVEL****HIGH SCHOOL ACTIVITIES/CLUBS/ORGANIZATIONS (cont'd)**

French Club	2
Freshman Class	2
Honor Society Sponsor	4
Interact Club	3
Intramural Sponsor	5
Assistant Intramural Sponsor	4
Japanese Club	2
Junior Class	3
Latin Club	2
Magazine	3
Math Club	2
Math Contest Coordinator	3
Mock Trial	2
Newspaper Advisor	6
Operation Smile Happy	2
Science Bowl	3
Science Fair	2
Science Olympiad	3
Senior Class Sponsor	4
Ski Club (4 sponsors)	2
Sophomore Class Sponsor	2
Spanish Club	2
Speech Team	2
Student Assistance Program	4
Student Athletic Leadership Team	2
Student Council (2 sponsors)	5
Unified for Unifat	2

H.S. DRAMA

Director (3 plays)	3
Assistant Director (3 plays)	2
Stagecrew Manager	3
Theater Coordinator	3
Thespian Director	2

H.S. MUSICAL SHOW

Director	7
Assistant Director	6
Orchestra	4
Vocal Director	3

APPENDIX D (cont'd)**POSITION****LEVEL****JUNIOR HIGH SCHOOL ACTIVITIES/CLUBS/ORGANIZATIONS**

Activities Director	5
Art Club	2
Builders Club	2
Cultural Club	1
Drama Club	2
Girl Talk	2
Honor Society – 7 th grade	3
Honor Society – 8 th grade	3
Intramural Sponsors	2
Basketball	2
Golf	2
Math Club	3
Newcomers Club	2
Newspaper	2
Outdoor Club	2
Power of the Pen	2
Ski Club – 8 th grade	2
Ski Club – 7 th grade	2
Spirit Club	2
S.T.A.N.D.	1
Student Council – 7 th grade	3
Student Council – 8 th grade	3
Walking Club Sponsor	3
Yearbook Sponsor	5

J.H. DRAMA

Director (2 plays)	3
Stagecrew Manager	3
Theater Coordinator	3

J.H. VARIETY SHOW

Director	2
Vocal Director	2
Set Construction/House Manager	2

J.H. MUSICAL SHOW

Director	6
Assistant Director	5
Vocal Director	3
Assistant Vocal Director	2
Artistic Director	3
Orchestra Director	3

APPENDIX D (cont'd)
POSITION

LEVEL

EDWIN H. GREENE SCHOOL ACTIVITIES

Activities Director	5
Art Enrichment	2
Bowling (2 sessions)	2
Boys Basketball	2
Chess Club	2
Computer Workshop (2 sessions)	2
Drama (2 sessions)	2
Flag Football	2
Girls Basketball	2
Greene Machine (2 sessions)	2
Landscaping	2
Math & Science Conference	2
Math Counts (2 sessions)	2
Media Production (2 sessions)	2
Rubber Stamping	2
STRIVE (2 sessions)	2
Student Council	2
Volleyball	2

Subject Leaders at Greene School

Math	7
Reading	7
Social Studies	7
Science	7
Language Arts	7

Subject Leaders at the Elementary (one per building)

Math	7
Social Studies	7
Science	7
Language Arts	7

Others – District

Coordinator of Nurses	7
Coordinator of Art	4

APPENDIX D (cont'd)

POSITION

LEVEL

Mentors (always at 0 years experience except Mentor Chairperson))

Mentor Chairperson*

5

Peer Assistant Mentor

3

Entry Year Mentor

For First Year Teacher

6

For Veteran Teacher

4

Mentor - Year Two and Year Three

3

Master Teacher Committee

5

SLPDC Members**

5

*See Article 13 and Memorandum of Understanding for additional information for the Mentor Committee chairperson

** See Article 16 for additional information for the SLPDC chairperson

SYCAMORE COMMUNITY SCHOOLS
 SUPPLEMENTAL SALARY SCHEDULE
 INDEX

Level	Years of Experience					
	0	1	2	3	4	5
1	1.00	1.08	1.16	1.24	1.32	1.40
2	4.00	4.24	4.48	4.72	4.96	5.20
3	7.00	7.40	7.80	8.20	8.60	9.00
4	10.00	10.56	11.12	11.68	12.24	12.80
5	13.00	13.72	14.44	15.16	15.88	16.60
6	16.00	16.88	17.76	18.64	19.52	20.40
7	19.00	20.04	21.08	22.12	23.16	24.20
8	22.00	23.20	24.40	25.60	26.80	28.00
9	25.00	26.36	27.72	29.08	30.44	31.80
10	28.00	29.52	31.04	32.56	34.08	35.60
11	31.00	32.68	34.36	36.04	37.72	39.40
12	34.00	35.84	37.68	39.52	41.36	43.20
13	37.00	39.00	41.00	43.00	45.00	47.00
14	40.00	42.16	44.32	46.48	48.64	50.80
15	43.00	45.32	47.64	49.96	52.28	54.60
16	46.00	48.48	50.96	53.44	55.92	58.40

**SYCAMORE COMMUNITY SCHOOLS
 SUPPLEMENTAL SALARY SCHEDULE
 2014-15, 2015-16 and 2016-17**

Base \$176.93

Level	Years of Experience					
	0	1	2	3	4	5
1	\$177	\$191	\$205	\$219	\$234	\$248
2	\$708	\$750	\$793	\$835	\$878	\$920
3	\$1,239	\$1,309	\$1,380	\$1,451	\$1,522	\$1,592
4	\$1,769	\$1,868	\$1,967	\$2,067	\$2,166	\$2,265
5	\$2,300	\$2,427	\$2,555	\$2,682	\$2,810	\$2,937
6	\$2,831	\$2,987	\$3,142	\$3,298	\$3,454	\$3,609
7	\$3,362	\$3,546	\$3,730	\$3,914	\$4,098	\$4,282
8	\$3,892	\$4,105	\$4,317	\$4,529	\$4,742	\$4,954
9	\$4,423	\$4,664	\$4,904	\$5,145	\$5,386	\$5,626
10	\$4,954	\$5,223	\$5,492	\$5,761	\$6,030	\$6,299
11	\$5,485	\$5,782	\$6,079	\$6,377	\$6,674	\$6,971
12	\$6,016	\$6,341	\$6,667	\$6,992	\$7,318	\$7,643
13	\$6,546	\$6,900	\$7,254	\$7,608	\$7,962	\$8,316
14	\$7,077	\$7,459	\$7,842	\$8,224	\$8,606	\$8,988
15	\$7,608	\$8,018	\$8,429	\$8,839	\$9,250	\$9,660
16	\$8,139	\$8,578	\$9,016	\$9,455	\$9,894	\$10,333

**Appendix E – SALARY SCHEDULE
 SYCAMORE COMMUNITY SCHOOLS
 2014-15, 2015-16 and 2016-17
 Professional Assistants and Non-Certified ESL Tutors**

YRS EXP	BA		MA
0	35,668		37,249
1	36,523		38,103
2	37,378		38,958
3	38,234		39,814
4	39,088		40,669
5	39,944		41,524
6	40,799		42,380
7	41,654		43,235
8	42,510		44,090
9	43,365		44,945
10	44,220		45,800
11	45,074		46,655
12	45,929		47,510
13	46,784		48,365
14	47,640		49,221
15	48,495		50,075
16	49,350		50,930
17	50,206		51,786
18	51,060		52,641
19	51,916		53,496
20	52,771		54,352
21	53,626		55,207
22	54,482		56,062
23	55,336		56,917
24	56,191		57,771
25	57,046		58,627