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# **MASTER AGREEMENT**

Between the

**BEXLEY EDUCATION ASSOCIATION**

and the

**BEXLEY CITY SCHOOL DISTRICT  
BOARD OF EDUCATION**

**July 1, 2015 through June 30, 2018**

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**ARTICLE I  
RECOGNITION AND DEFINITION OF BARGAINING UNIT**

**A. Recognition**

The Bexley City Board of Education, hereinafter referred to as the "Board," recognizes the Bexley Education Association, OEA/NEA/Central, hereinafter referred to as the "Association," as the sole and exclusive representative for the purposes of and as defined in Ohio Revised Code 4117.

**B. Definition of Bargaining Unit**

The bargaining unit shall consist of all full-time and part-time certificated/licensed personnel currently performing any work being performed by bargaining unit members, exclusive of the Superintendent of Schools, Treasurer, Director of Curriculum and Instruction, Director of Operations, Business Manager, principals, assistant principals, summer school director, Athletic Director, other supervisory personnel serving under an administrative contract and certificate, certificated Auxiliary Services personnel performing work at St. Charles Preparatory School and Columbus School for Girls, casual day-to-day substitutes, aides and substitutes that teach sixty (60) or fewer consecutive work days in the same teaching assignment, and any intern placed by a university in the Bexley Schools for a supervised experience.

**ARTICLE II  
NEGOTIATIONS PROCEDURE**

**A. Negotiating a Succeeding Contract**

1. Notice to Bargain

Request for negotiations to bargain a succeeding contract shall be made by either the Association or the Board by notifying the other party in writing of the intent to bargain. This notice shall be no later than April 30, prior to the expiration of this Agreement, and no earlier than March 1 prior to the expiration of this Agreement.

2. Inability to Reach Agreement

Either party may call for mediation when it feels that negotiations have reached an impasse by notifying the other party and by requesting the services of the Federal Mediation and Conciliation Services (FMCS). The other party shall join in the request.

The mediator shall have the authority to call negotiation meetings. The function of the mediator shall be the offering of suggestions, ideas, concepts, impressions, etc. that will move both parties toward agreement. The mediator will not engage in fact-finding or interest arbitration without the written consent of each party.

Any cost and expenses which may be incurred in securing and using the services of the mediator or arbitrator as described above shall be shared equally by the parties.

3. Failure of Mediation

In the event that the assistance of mediation is unsuccessful in developing an accord between the parties and producing an agreement, the Association then reserves the right to strike, with at least ten (10) days written notice.

**B. General Provisions**

1. Representation

The Association and the Board shall select their respective negotiation representatives.

2. Matters Subject to Negotiations

Matters subject to negotiations shall be wages, hours, and terms and conditions of employment, together with the continuation, modification or deletion of any provisions of the existing Agreement.

3. Information

Upon reasonable written request, each party shall provide the other with information and data within a reasonable time that is already available in the format requested and is directly related to the negotiations between the Board and the Association.

4. Initial Session

The parties shall exchange their detailed written proposals three (3) days prior to the initial meeting date. No new items shall be submitted thereafter except upon mutual agreement of the teams.

5. Release Time

When negotiations are conducted during regular school hours, release time shall be provided for the Association's negotiating team.

6. Item Agreement

As negotiation items receive tentative agreement, they shall be reduced to writing and initialed by each party. Once a tentative agreement is reached, no further discussion shall take place on that issue except by mutual agreement. The Board and Association each reserve the right to reject a tentative agreement.

7. Final Agreement

There shall be three (3) signed copies of the final Agreement. One (1) copy shall be retained by the Board, one (1) by the Association, and one (1) shall be submitted to the State Employment Relations Board.

8. Alternative Procedure

The parties mutually may agree to modify the procedure in this Article for a particular round of negotiations.

### **ARTICLE III GRIEVANCE PROCEDURE**

**A. Definition and Rights**

1. The Board recognizes that in the interest of effective personnel management, a procedure is necessary whereby its employees can be assured of a prompt, impartial and fair hearing of their grievances.
2. Definition - a grievance is a complaint filed by an individual bargaining unit member, the Association, or a group involving the alleged violation, misinterpretation or misapplication of the Master Agreement.
3. Rights of the Grievant and the Association
  - a. A grievant shall have the right to be accompanied at all steps of the grievance procedure by a representative of the Association. The Association designates who its representative will be and who will represent the Association when the grievance is filed by the Association.

- b. The purpose of these procedures is to secure, at the lowest level administrator having authority to resolve the grievance, equitable solutions to grievances. All parties agree that grievances will be kept as confidential as appropriate and processed as expeditiously as possible.
- c. Notwithstanding (a) above, the Association shall have the opportunity to be present at all grievance meetings between the grievant and the administration during which grievance adjustments are discussed.

**B. Time Limits**

- 1. In order that grievances may be processed as rapidly as possible, the number of days indicated at each level are maximum. Every effort will be made to expedite the procedures; however, the time limits may be extended in writing by mutual agreement of both parties. Absence of a party-in-interest will automatically provide a five (5) day extension.
- 2. If the grievant does not file a grievance in writing within thirty (30) days of the occurrence of the act or condition on which the grievance is based, or the time from which the act or occurrence could reasonably be known, then the grievance shall be considered waived.
- 3. Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next level.
- 4. All notices of hearings, dispositions of grievances, written grievances and appeals shall be emailed, return receipt requested. The bargaining agent shall receive copies of all notices.
- 5. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.
- 6. A day shall be considered: (a) contractual day during the school calendar excluding days when schools may be closed for calamity; and (b) week days during the summer vacation period excluding legal holidays.

**C. Grievance Procedure**

1. Informal Procedure

A grievance may first be presented to the principal or immediate supervisor in an attempt to resolve the problem.

2. Formal Procedure

a. Step I

If the grievance is not resolved by the informal procedure, or if the grievant elects not to use the informal procedure, it may be pursued further by submitting a completed Grievance Report Form.

See Appendix B. A copy of this form shall be submitted by the grievant to the immediate supervisor. Within five (5) days of receipt of the Grievance Report Form, the immediate supervisor shall meet with the grievant. The immediate supervisor shall write a disposition of the grievance within five (5) days after such meeting by completing Step I of the Grievance Report Form and returning a copy to the grievant, the Association and the Superintendent/designee.

b. Step II

If the grievant is not satisfied with the disposition of the grievance at Step I, the grievant shall complete Grievance Report Form, and submit same to the Superintendent/designee within ten (10) days of the receipt of its disposition at Step 1. Within ten (10) days of receipt of the grievance form, the Superintendent/designee shall meet with the grievant. Within five (5) days of the meeting, the Superintendent/designee shall write his/her disposition of the grievance by completing his/her portion of Step II, and forwarding a copy to the grievant, the Association and the immediate supervisor.

c. Step III

If the grievant is not satisfied with the disposition of the grievance at Step II, the grievant with the written concurrence of the Association may, within ten (10) days from the receipt of the Step II answer, request a hearing before an arbitrator by completing Grievance Report Form.

The grievant's request for arbitration shall be in writing and hand-delivered or sent by certified mail, return receipt, or email with a copy of the Association's concurrence to the Office of the Superintendent. The grievant or his/her designated representative shall petition the American Arbitration Association to provide both parties with a list of seven (7) names. The parties shall select the arbitrator by the alternate strike method, with either party having the right to request a second list. Once the arbitrator has been selected, he/she shall conduct a hearing on the grievance in accordance with the rules of the American Arbitration Association. The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be final and binding on the Board, the Association, and the grievant. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Collective Bargaining Agreement nor add to, detract from, or modify the language therein, nor substitute his/her opinion for that of the evaluator. The costs for the arbitrator and the hearing room shall be shared equally by the employer and the Association.

- d. A grievance may be withdrawn at any level without prejudice or record.

## **ARTICLE IV RIGHTS**

### **A. Management Rights**

The Board reserves all rights and responsibilities conferred upon it by the laws of the State of Ohio and of the United States limited only by the terms of this Agreement.

The Board in its sole discretion may enter into agreements with other boards of education, educational institutions or other educational providers for joint cooperative, dual credit or other instructional programs in order to offer programming beyond the current curriculum. However, no bargaining unit member will be suspended under Article VI (D) (reduction in force) as a result of this provision.

### **B. Association Rights**

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

1. Board Meetings

a. Information Concerning Board Meetings

Prior to each regular or special Board meeting, the Board shall provide the Association with a copy of: (1) the Board agenda, including any public material provided to Board members; (2) the minutes of the prior regular meeting and of any special meeting; (3) any final budget or appropriation resolution; and (4) complete monthly Treasurer's Report. Annually the Board shall provide a copy of (1) Training & Experience Grid; and (2) Amended Certificate.

b. Notice of Board Meeting

The Board shall give the Association two (2) days advance notice of all regular and special Board meetings. In the event of an emergency meeting, the Board shall notify the Association as much in advance as is reasonably possible.

c. Board Meeting Participation

The Board shall allow an Association representative to speak during the time reserved for public discussion at regular Board meetings.

2. Directory Information

Within one week of completion, the Board shall provide the Association with a list of the names, addresses, telephone numbers and building assignments for all bargaining unit members. In addition, the contractual status of all bargaining unit members and the date of expiration of limited contracts shall be provided.

3. School Mail and Bulletin Boards

The Association and Board agree to abide by the past practice relative to the school mail and electronic mail delivery system and use of bulletin boards.

4. General Teachers' Meetings

The Board shall allow the Association President or designee to address teachers during the general teachers' meetings at the beginning of the school year.

5. Use of School Building

- a. The Association shall have the right to use the school buildings for Association meetings before or after the teacher workday.
- b. The Association will use the building permit form procedure to request use of a particular building for a meeting.
- c. The Board will charge the Association only for custodial overtime costs, if any, incurred as a result of Association meetings.

6. Use of School Equipment

The Association may use school telephones, typewriters, copiers, audio-visual equipment, computer equipment including Internet service provider(s), and facsimile equipment, provided they are not being used or are not required for any school business or activity. The Association will reimburse the Board for any and all costs directly attributable to Association use.

7. Transaction of Association Business

Duly authorized representatives of the Association and its affiliates may transact Association business on school property at any time before, after or during the regular school day, provided that no such business shall be transacted on any class time, nor shall such Association business, in any way, interfere with scheduled student-teacher, parent-teacher, or administrator-teacher conferences or other school functions or activities. All visitors, including Association representatives, must report to the building office during teaching hours and sign in before transacting such business.

8. Professional Association Leave

Upon written application to the Superintendent/designee, each school year a total of fifteen (15) days of Professional Association Leave shall be granted by the Superintendent/designee if the need arises for use by the BEA officers and its representatives. The President of BEA or his/her designee must complete an application for Professional Association Leave as far as possible in advance of the date(s) the leave is being requested and forward the application to the Superintendent/designee. The application must include the name(s) of the BEA officer(s) and representative(s) who will be using the leave, and the date(s) when such leave will be used. The number of people who may request such leave, at any given time, cannot exceed five percent (5%) of the Association membership of any building, plus the officers, building representatives and negotiating team members.

9. Payroll Deductions

Payroll deductions for the payment of United Teaching Professional membership dues (BEA, Central OEA/NEA, OEA, and NEA) and UTP and FCPE affiliated professional organization(s) dues shall be provided by the Board in keeping with the following:

- a. Bargaining unit members must submit a written authorization for payroll deductions, on a form provided by BEA, to the Board's Treasurer on or before October 1 of any year the individual bargaining unit member begins payroll deductions under this Agreement. Unless revoked or changed in keeping with procedures contained herein, an authorization will continue from year to year. By October 1, the Association will notify the Board's Treasurer of the names of those bargaining unit members who have revoked payroll deduction authorization.
- b. Provided the authorization cards are properly submitted to and/or are on file with the Board's Treasurer on or prior to October 1 of any given year, deduction will be made in equal installments and will begin with the first November pay and continue each pay of each following month through July in accordance with Article VIII (B) Authorization cards submitted to the Board's Treasurer after October 1, may require an alteration to provisions of this paragraph and shall be made as determined by the Board's Treasurer.

- c. Within five (5) calendar days following completion of each deduction, the Board's Treasurer shall remit the amount which was deducted to the BEA Treasurer in check form made payable to "The Bexley Education Association." By October 15 of each year, the BEA will notify the Board's Treasurer as to the total amount of dues to be deducted per bargaining unit member. Such notification shall be in the form of a letter signed by the BEA President or Treasurer.
  - d. The Board, Treasurer, and Superintendent shall not be held legally responsible for incorrect data supplied by the Bexley Education Association.
  - e. A bargaining unit member who wishes to revoke or modify his/her payroll deduction may do so only between August 15 and September 15 of any year. The Association shall process all revocations or modifications and submit them to the Board's Treasurer by October 1 each year. If a bargaining unit member ends his/her employment or goes on unpaid leave of absence before all installments have been deducted, the unpaid balance will be deducted from his/her final payroll check and remitted to the Association Treasurer as provided above.
10. Teacher Professional Organization (TPO) Supplemental Contracts
- a. Upon written request by the Association President accompanied by a check in the correct amount, a supplemental contract(s) shall be issued to an employee(s) for performing work for the Bexley Education Association and/or affiliate of the Association, upon written notification to the District. The request shall include the name(s) of the employee(s) performing work, the time period for the work to be performed and the amount to be paid for the work. The Association shall pay the Board an amount equal to the supplemental contract and all other payroll and other necessary expenses occurring as a result of this position, including but not limited to employer STRS and Medicare contributions. Only the four principal BEA officers, and one (1) other designated member having a specific paid duty (with specification of the duties) may have supplemental contracts in effect in a particular school year.

- b. To comply with STRS rules the employer and the employee contributions must be made on compensation from the member's teaching contract, in addition to compensation for Association activities, up to a maximum amount. The maximum amount is determined by multiplying the per diem rate of the teaching salary for 250 days. The supplemental contract shall be paid within 30 days of deposit of Association funds to the District Treasurer.
- c. If the foregoing provision is amended by subsequent changes to the Ohio Administrative Code Section 3307-06-01, then such changes shall be addressed and resolved by the parties.

**C. Individual Rights**

The provisions of this Agreement shall be applied uniformly to all bargaining unit members and neither the Board nor the Association shall discriminate against bargaining unit members on the basis of race, color, creed, sexual identity/orientation, national origin, gender, religion, disability or for the exercise of rights protected by the Constitution of the United States and the laws of the State of Ohio.

**D. Fair Share Fee**

The Board shall deduct from the pay of bargaining unit members who elect not to become or to remain members of the BEA/OEA/NEA, a fair share fee for the Association's representation of such non-members. Notice of the amount of the annual fair share fee, which shall not be more than one hundred percent (100%) of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about January 1 of each year for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association. Payroll deduction of such fair share fees shall begin at the first payroll period in February except that no fair share fee deductions shall be made for bargaining unit members employed after February 20 until the second paycheck, which period shall be the required probationary period of newly-employed bargaining unit members. The Treasurer of the Board shall, upon notification from the Association that a bargaining unit member has terminated membership, commence the deduction of the fair share fee with respect to the former bargaining unit member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction. The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each. The Association on behalf of itself and the OEA and NEA agrees to indemnify the Board, its members, officers, Treasurer, and employees in the Treasurer's office, for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

1. The Board shall give a twenty-one (21) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed.
2. The Association shall reserve the right to designate counsel to represent and defend the employer.
3. The Board agrees to: (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding; (2) permit the Association or its affiliates to intervene as a party if it so desires; and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action.

The Association shall administer its fair share and rebate procedure consistent with all applicable federal and state law.

## **ARTICLE V LEAVES OF ABSENCE**

### **General Provisions**

Bargaining unit members while on any unpaid leave have the following rights and responsibilities:

1. Bargaining unit members may continue in the group insurance programs providing they pay the full cost of the monthly premium to the Treasurer fifteen (15) days prior to the due date.
2. Bargaining unit members on an unpaid leave of absence shall provide written notice to the Board on or before March 1 of each year of their intention of returning to work. After the Board has made a reasonable attempt to contact the bargaining unit member by certified mail (return receipt requested) and if the bargaining unit member does not provide written notice within ten (10) calendar days of intention to return, a second contact will be made with the bargaining unit member by certified mail (return receipt requested). Failure of the bargaining unit member to contact the Superintendent/designee by written notice of intention to return within ten (10) calendar days of the date of the second mailing, will result in the separation of the bargaining unit member from employment status and ORC 3319.16 will not apply.
3. Upon returning from the leave, the bargaining unit member will resume respective contract status and will be assigned to the same or similar certified/licensed position held at the time the leave commenced.

**A. Sick Leave**

All full-time bargaining unit members shall accumulate sick leave credit at the rate of one and one-quarter (1-1/4) days per month under contract (including the summer months). Sick leave credit may not be accumulated during an unpaid leave of absence. Sick leave accumulated prior to an unpaid leave of absence shall be credited upon return from said leave.

Each new bargaining unit member or any bargaining unit member who has exhausted his/her accumulated sick leave shall be advanced ten (10) days of sick leave. If any of these ten (10) days of sick leave are used, they shall be deducted from the sick leave accumulated during that year of employment, or if necessary, from the following employment year. If a bargaining unit member's employment ends using advanced sick leave and not earning the same, he/she will have the per diem amount deducted for said unearned sick leave from the last salary check issued by the Board's Treasurer.

Substitute teachers who become part of the bargaining unit through greater than sixty (60) consecutive days of service in the same teaching assignment shall be granted sick leave for the first full calendar month after they become part of the bargaining unit.

Along with each payroll check, each bargaining unit member will be issued a statement of his/her number of days accumulated sick leave from the Board's Treasurer.

Unused sick leave shall have an unlimited accumulation.

Sick leave may be used for any absence of the bargaining unit member due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury or death in the bargaining unit member's immediate family. For purposes of this Agreement, immediate family includes parent, grandparent, son, daughter, minor child of foster parent or minor ward of guardian, brother, sister, aunts, uncles or in-laws bearing any of these relationships, spouse or any individual who is a member of the bargaining unit member's immediate household.

In the event of extended illness or disability, application for a non-paid leave of absence may be made by the affected bargaining unit member to the Board in keeping with Article V, Section F below.

A bargaining unit member who has accumulated unused days of sick leave in another school district in Ohio or while in service of state, county, or municipal government, shall present a proper certified record of those days upon employment in this School District and the number of unused days of sick leave on such record shall be credited to the bargaining unit member's accumulated record.

In keeping with applicable law, a "Certificate of Absence" must be filed by the bargaining unit member upon his/her return to duty or at the end of each month.

The Superintendent/designee may require a report from a Board-designated and Board-paid physician to justify the use or continued use of sick leave by a bargaining unit member or to establish the bargaining unit member's ability to return to work.

Absence of a portion of a day up to one-half (1/2) shall be counted as one-half (1/2) day of sick leave. Absence beyond one-half (1/2) day, but less than a full day shall be counted as a full day use of sick leave.

## **B. Sick Leave Bank**

### **1. Contribution to the bank.**

Employees may contribute to the sick leave bank in one (1) to three (3) full day increments from the beginning of school to September 20 of each school year by submitting the form prescribed by the Association to the Association President. Donations may come from sick leave with each donated day reducing the employee's accrued sick leave by the same amount. The Association President shall submit to the Board Treasurer no later than September 30 of each school year the original copies of the donation form from each donating employee. Days donated to the bank will forever be forfeited by the employee.

If the sick leave bank falls below a total of 60 days during the year, the Association President may request additional donated days by following the same procedure as outlined in the above paragraph during a 30 day window of time. The maximum number of days any member may donate in a school year is six (6) days.

## 2. Use of Donated Days

In the event of catastrophic or prolonged, or chronic illness of a bargaining unit member, spouse, domestic partner, child, parent or birth of a child or member of his/her immediate family, a bargaining unit member who has exhausted his/her sick leave may request, through the Association, transfer of unused sick leave days from the sick leave bank to the affected bargaining unit member to be used as sick leave. The request will be reviewed by a committee comprised of the Association President, Association Vice President and the Superintendent with a decision reached by majority vote of that Committee. A letter of notification of the granting or rejecting of the request and, if appropriate, the number of days granted, will be delivered to the applicant. The decision made by the committee is final and cannot be the subject of a grievance. The bargaining unit member does not have to use the ten days of sick leave advanced discussed in Article V, Section (A) sick leave before requesting use of the sick leave. Guidelines for administering this provision will be as follows:

- a. A doctor's statement will be required and included with the request for sick leave in order for it to be considered.
- b. Sick leave days will be paid at 100% of the requesting bargaining unit member's daily rate of pay.
- c. The receiving bargaining unit member will not earn sick leave or personal leave while using donated leave days.
- d. The receiving bargaining unit member cannot use donated days to extend the date on which his/her disability retirement takes effect, if applicable.
- e. The receiving bargaining unit member cannot use a total of more than sixty (60) donated leave days during his/her employment with the Bexley Schools.

**C. Personal Leave**

Subject to the second paragraph of this Section C, each bargaining unit member shall be entitled to not more than three (3) days of absence, with pay, per contract year (July 1 through June 30). Such days shall be available to teachers whose bargaining unit contract begins after the first teacher contract day of the school year as follows: three (3) days if the teacher's first contract day is before November 1; two (2) days if the teacher's first contract day is on or after November 1 through January 31; and one (1) day if the teacher's first contract day is on or after February 1. Such days shall not be deducted from sick leave. Except in emergencies, a bargaining unit member will give written notice to his/her principal or his/her principal designee at least forty-eight (48) hours in advance of his/her intention to take such leave. In an emergency, the bargaining unit member will notify his/her principal as soon as possible prior to said leave, and a report of such absence, signed by the bargaining unit member, shall be filed within four (4) school days following the last day of absence. (See Appendix A)

A bargaining unit member may rollover up to two (2) unused personal leave days into the next school year, having no more than five (5) total personal leave days available in any school year. Provided, however, that no more than three (3) consecutive contract days may be used unless the bargaining unit member provides the reason for the requested leave and obtains the Superintendent's approval. Denial by the Superintendent cannot be the subject of a grievance.

**D. Religious Leave**

When the recognized observances fall on school days, they may be taken up to a maximum of three (3) days with pay. The expression "recognized religious observances" refers to those days which are generally observed, for religious purposes, by the majority of a widely recognized religious group. (See Appendix A)

**E. Professional Leave**

**Part A - Mandatory**

1. Two (2) days of paid professional leave shall (and additional days may) be granted per school year upon notification to the building principal and Superintendent/designee by the individual bargaining unit member completing the form entitled "Professional Conference or Visitation Leave Form." (See Appendix A)
2. The following provisions shall govern the use of Professional Leave, Part A - Mandatory:

- a. To attend professional workshops, seminars and/or conventions.
  - b. To visit other school districts.
  - c. Use will not be authorized on an in-service day unless approved by the building principal.
  - d. Notification must be submitted in writing to the building principal at least three (3) contractual days or ten (10) calendar days prior to the use of the professional leave.
  - e. Limitation on the number of attendees per meeting may be necessary due to the impact upon the educational requirement of the District but, in no case, shall leave be denied to less than ten percent (10%) of bargaining unit members in the building.
3. The following provisions will govern reimbursement of expenses of Professional Leave, Part A - Mandatory:
- a. A yearly payment of \$20,000 will be given to the Association by September of each school year. For audit purposes, the BEA shall provide at the end of each school year a list of bargaining unit members and what each bargaining unit member was paid or reimbursed. Any unused funds from the yearly appropriation shall be credited to the next school year's total.
  - b. All reimbursement requests shall be reviewed, approved and paid by the Association.

### **Part B - Permissive**

1. Professional leave with pay for purposes not set forth in Part A - Mandatory may be granted or assigned by the administration upon application by the individual bargaining unit member. The bargaining unit member must complete a "Professional Conference or Visitation Leave Form" and submit the form to the principal or administration ten (10) contractual days or fourteen (14) calendar days prior to the leave except in unusual circumstances as determined by the Superintendent/designee. (See Appendix A)
2. Reimbursement of expenses, upon approval of the principal, will be as follows:

- a. Travel expenses are limited to the IRS rate in effect on July 1 of each school year, per mile, for use of the bargaining unit member's personal automobile or the cost of commercial carrier, whichever is lower. A receipt for the commercial carrier is required.
  - b. Reimbursement for taxis, telephone calls and other trip-related expenses shall be allowed at levels approved by the principals. Receipts for lodging and all meals over ten dollars (\$10) are required. Lodging and meals shall not exceed two hundred dollars (\$200) per day unless preapproved by the Superintendent/designee.
  - c. Registration fees shall be reimbursed. Receipts are required. Organization dues are not reimbursed.
  - d. Reimbursement for expenses other than those indicated above shall be left to the judgment of the Treasurer in accordance with his/her interpretation of state laws, statutes or other limitations.
3. No denial of professional leave or funding for professional leave shall be arbitrary or capricious.

**F. Disability Leave**

A full-time or regular part-time bargaining unit member who becomes disabled and who has exhausted his/her sick leave or who elects not to use his/her sick leave may request and shall be granted a disability leave without pay. The leave shall not exceed two (2) consecutive school years.

The Board shall pay fifty percent (50%) of the cost of single coverage hospitalization and major medical insurance for a bargaining unit member who has exhausted sick leave for the first three (3) months of such leave, or until STRS disability retirement is in effect, whichever comes first. If the FMLA requires a greater benefit than the previous sentences, the FMLA will be followed.

The Superintendent/designee may require a report from a Board-designated and Board-paid physician to justify a bargaining unit member taking of disability leave or continuation of disability leave or to establish the bargaining unit member's ability to return to work.

**G. Military Leave**

The parties agree to abide by all applicable Ohio and federal laws as they pertain to military leave.

## **H. Child Care Leave**

1. An unpaid child care leave shall be granted and is limited to the remainder of the semester or contractual year (July 1 to June 30) for the birth or adoption of a child. At the bargaining unit member's option, the bargaining unit member may also take the next one (1) or two (2) semesters as unpaid child care leave. The bargaining unit member must notify the Superintendent in writing by March 1 (or July 10 in case of childbirth or adoption on or after March 1) of his/her desire to extend the leave into the next school year.
2. No later than ten (10) days after the childbirth or the placement of an adopted child, the bargaining unit member must give the Superintendent/designee written notice whether he/she will be taking unpaid child care leave.
3. Any request for alteration in the effective date or cancellation of the leave request may be made only once. This request must be submitted to the Superintendent/ designee.
4. Upon return from leave, the bargaining member will resume the same contract status held prior to leave. The staff member will return to the same or similar position s/he held prior to the leave.
5. A staff member may remain a member of all or any employee group insurance policies at the individual's expense after the effective date of leave. If the staff member is eligible for Board-paid insurance for May, the Board will continue to pay the premiums for all or any employee insurance policies for the staff member for June and July.

## **Family and Medical Leave**

1. The purpose of the law is to provide eligible bargaining unit members with the right to take up to a combined total of twelve (12) weeks of unpaid leave each year (July 1 through June 30) in connection with: (1) the birth and first-year of a child; (2) the adoption or foster placement of a child; (3) the serious illness of an bargaining unit member's spouse, child, or parent; or domestic partner or the child or parent of domestic partner and (4) the bargaining unit member's own serious illness. A bargaining unit member becomes eligible after working twelve (12) months for the District and must work more than twelve hundred fifty (1,250) hours per year. All qualifying definitions, eligibility requirements, and conditions for use of family or medical leave under this Section shall be construed to be consistent with the Family and Medical Leave Act (FMLA) of 1993.

2. If a bargaining unit member has taken sick leave for the above reasons, that time counts towards the twelve (12) week time period.
3. A bargaining unit member desiring to use family leave shall notify the Superintendent in writing at least thirty (30) days prior to beginning the leave, if the need for the leave is foreseeable; otherwise, the written notice shall be given as soon as possible after the bargaining unit member learns of the need for the leave. The bargaining unit member's notice to the Superintendent that he/she will use family leave must specify that "family leave" will be the type of leave taken.
4. During the leave, for up to twelve (12) weeks per year, the Board shall continue to pay the contribution it makes for a bargaining unit member on the active payroll to continue participation in life, dental, and health insurance. The bargaining unit member must pay the portion of the premium for any of such insurances to the Treasurer by the first day of the month in which the bargaining unit member desires to have the insurance coverage continued. If the bargaining unit member does not pay his/her contribution to the premium cost, then the Board will not be obligated to contribute its share in order to maintain the coverage.

#### **I. Assault Leave**

Any bargaining unit member who sustains a physical assault by a person during the course of duties, and is disabled, unable to perform regular duties due to the nature of the disabilities, as certified by an M.D., shall be granted assault leave to recuperate from injuries. This paid leave shall not be charges against sick leave or personal leave.

If requested by the Superintendent, the bargaining unit member shall be required to recertify the disabling condition monthly. If requested, the bargaining unit member shall submit to an exam by an M.D. designated by the Board. The cost of the exam will be paid by the Board. No sick leave days will be deducted from the time the disability is certified by an M.D. to be directly related to a physical assault by a non-employee of the Board.

Paid assault leave shall be limited to thirty (30) work days, after which the bargaining unit member, if necessary, may use accumulated sick leave, personal leave, request an unpaid disability leave, or apply for disability retirement from STRS.

**J. Court Leave**

A bargaining unit member shall be granted upon written request, paid court leave for the purpose of: (1) jury selection process or duty per order or subpoena of court; (2) to appear as a party in a school-related civil lawsuit or civil administrative proceeding; or (3) to appear as a subpoenaed witness.

Court leave may not include conflicts between the employer and bargaining unit member, or the employer and the Association, except as provided in SERB rules. Any bargaining unit member called for jury duty or a court appearance shall notify his/her building principal or his/her immediate supervisor as soon as possible. The bargaining unit member shall retain the fee and expense reimbursement for jury duty or appearing as a witness from the court or tribunal. He/she will receive his/her regular pay for the time spent on such leave.

**K. Sabbatical Leave**

A bargaining unit member, upon written request to the Board, may be granted a leave of absence with partial pay and full fringe benefits for one (1) semester on the Bexley Schools' calendar or up to two (2) school years. Further, the Board may grant a part-time sabbatical leave for a semester or an entire school year.

Such leave shall be according to the following provisions:

1. A bargaining unit member shall be on a continuing contract and have five (5) years continuous service within the Bexley City Schools. The requesting teacher may be on a limited contract if he or she has obtained a Master's Degree, has had at least eight (8) years of teaching experience, five (5) of which must have been as a teacher in the Bexley City School District, and has been accepted for an accredited doctoral program in the field of education.
2. A plan of professional improvement shall be furnished to the Superintendent/ designee prior to Board approval. Upon return from sabbatical leave, a report shall be filed with the Superintendent/designee by the bargaining unit member as proof that said plan was followed.

3. The partial salary shall be the difference between the bargaining unit member's regular salary for the next school year and the cost of the replacement (cost includes salary and the fourteen percent (14%) retirement of replacement) for the period of time the sabbatical leave shall be in effect. The fourteen percent (14%) retirement deduction will be reimbursed to the bargaining unit member taking a sabbatical upon three (3) years after returning if they do not purchase sabbatical time for STRS purposes, but only for members who have taken a leave within three (3) years prior to July 1, 2015.
4. No more than three (3) bargaining unit members may be on sabbatical leave at one time.
5. The Board shall attempt to secure a replacement with three (3) years or less experience for bargaining unit members on a sabbatical leave.
6. A bargaining unit member may take a sabbatical leave only once every five (5) years.
7. A year of sabbatical leave shall count as a year of credit for placement on the salary schedule, and for seniority purposes.
8. A bargaining unit member not returning to duty after a sabbatical or after additional leave shall be required to pay back all remuneration received from the Board as set forth in paragraph (3.). Such payback must be made within a four (4) month period of time beginning with the first full month said bargaining unit member was to have returned to duty. Arrangements for making the payback during this period of time shall be made between the Board's Treasurer and the affected bargaining unit member.
9. Upon return from leave, the bargaining member will resume the same contract status held prior to the leave. The staff member will return to the same or similar position s/he held prior to the leave.

**L. Unpaid Leaves of Absence**

1. Short-Term

Bargaining unit members may request one or more short-term unpaid leave(s) of absence for up to a total of five (5) workdays within a three (3)-year period provided that the bargaining unit member is on limited or continuing contract status and has completed five (5) years of service with the school district, except in extenuating circumstances disclosed to and approved by the Superintendent. Bargaining unit members shall apply to their Principals at least two (2) workdays in advance (if possible). If the request is not approved, the bargaining unit member will be provided an opportunity to meet with Superintendent to review the request. The Superintendent's decisions under this Section cannot be the subject of a grievance.

2. Long-Term

The Board of Education may grant an unpaid leave of absence for a full school year for the purpose of professional study or other requested reasons. Such leave shall not be granted for consecutive school years.

All leave shall be in increments of one (1) school year or the balance thereof. The Board may grant an extension of the leave for one (1) additional year upon request. Any early return from an unpaid leave of absence must have the approval of the Superintendent/designee.

**M. Military-Related Leave of Absence**

1. If the spouse, parent or child of a bargaining unit member has been ordered to duty in a combat zone, the bargaining unit member is entitled to three paid leave days which can be used in conjunction with any available personal leave of the bargaining unit member, to spend time with the spouse, parent or child immediately prior to them leaving for such duty.
2. The bargaining unit member must exhaust any paid personal leave available to him or her under this Master Agreement.
3. The bargaining unit member must apply for this leave as soon as possible to his/her building principal and provide written verification of the military order to a combat zone prior to taking the leave.

**ARTICLE VI  
JOB SECURITY**

**A. Non-renewal of Limited Teaching Contract (Fair Dismissal)**

1. Procedures applicable to all limited regular contract bargaining unit members, regardless of the length of service in the Bexley City Schools:
  - a. If the Superintendent/designee intends to recommend the non-renewal of a limited teaching contract, the bargaining unit member in question shall be given the reason(s) (see paragraph (2) below) for such a recommendation in writing. The bargaining unit member may be accompanied by a representative of his/her choice at the time the Superintendent/designee submits the reason(s) to the bargaining unit member.
  - b. Bargaining unit members whose limited contracts have been recommended by the Superintendent/designee for non-renewal shall be notified prior to official Board action, of the date when the Board intends to act on the Superintendent/ designee's recommendation.
  - c. If the Board acts not to renew a limited teaching contract which has been recommended for renewal by the Superintendent/designee, the Board shall give the bargaining unit member the written reasons for such action in executive session and the bargaining unit member may be accompanied by a representative of his/her choice in such session.
  - d. If the bargaining unit member referred to in paragraph (c.) is not present at the Board meeting when official action is taken to non-renew the limited teaching contract, the bargaining unit member will, upon request, be given the reason(s) for the Board's action in executive session no later than the next regular Board meeting. If the bargaining unit member does not attend that meeting, there shall be no further requirement of the Board to state its reason(s).

- e. This Article shall not apply to supplemental, extended service or summer school contracts. A bargaining unit member who is hired to replace a bargaining unit member on a leave of absence of one (1) year or less shall be deemed employed only for the length of time stated in the original appointment action of the Board without further Board action or notice, and this Article shall not apply to such a replacement bargaining unit member. A replacement bargaining unit member may be terminated during the term of the appointment pursuant to ORC 3319.16.
- f. A bargaining unit member who is hired to replace a bargaining unit member who resigns or whose position is otherwise vacated on or after July 10 shall be deemed employed only for the length of time stated in the original appointment action of the Board without further Board action or notice, and this Article shall not apply to such a replacement teacher. A replacement teacher may be terminated during the term of the appointment pursuant to ORC 3319.16.
- g. Paragraph (A)(1)(f) does not prohibit the Board of Education from issuing a limited regular contract to bargaining unit members hired for a position which becomes available on or after July 10, and paragraph (A)(1)(f) shall not apply to such bargaining unit members.

## 2. Reasons for Non-renewal

The reasons for non-renewal shall not be arbitrary or capricious, nor wholly unrelated to job performance.

## 3. Grievances for Non-renewal of Limited Teaching Contracts

- a. All grievances for the first three (3) consecutive school years of service under regular teaching contract shall be limited solely to procedural violations as set forth in paragraph (1) above.
- b. All grievances in the fourth year of service under a regular teaching contract and thereafter shall be limited solely to:
  - c. procedural violations as set forth in paragraph (1) above;
    - i. a claim that the reasons for the non-renewal are arbitrary or capricious;
    - ii. a claim that there existed no good cause for the non-renewal.

- iii. Grievance is the exclusive remedy for any claimed violation of this Article VI.

4. **Post-Non-renewal Procedure**

A bargaining unit member who is non-renewed has the right to file a grievance concerning compliance with the evaluation procedures as well as compliance with this Section A. The grievance must be filed in writing with the Superintendent within ten (10) calendar days of the bargaining unit member's receipt of the written notice of non-renewal. The written grievance shall be considered a request for arbitration at Step III of the Grievance Procedure.

5. This Article supersedes and replaces ORC 3319.11(G)(1-7) for teachers in the bargaining unit.

**B. Discipline**

The purpose of discipline will be to promote a positive working environment. All discipline will be conducted privately. The bargaining unit member shall be afforded the right to a representative at any meeting that he/she presumes the outcome to be disciplinary in nature. All discipline will be for good cause.

**C. Complaints**

When a complaint is made by the parent of a student or any other member of the public concerning a bargaining unit member's conduct, service, character, personality, or other reason, to a Board member, central office administrator, building principal, or other supervisor, the following procedure shall be followed:

1. The person receiving the complaint will determine the validity and/or seriousness of the complaint. Depending upon this decision, the complaint may be disregarded or brought to the appropriate person in charge of the stated staff member.
2. If the complaint is referred to the building principal or supervisor, he/she will determine the validity and/or seriousness of the complaint. The principal or supervisor shall determine if the complaint should be disregarded or brought to the attention of the bargaining unit member at that time.

3. If the complaint is referred to the bargaining unit member, he/she will be given the identity of the complainant and the opportunity to discuss the details of the situation with his/her principal or supervisor. Together they will cooperatively decide on an appropriate response to the complainant and/or solution to the situation causing the complaint. The employee has a right to representation in a conference or interview that the employee reasonably believes could lead to discipline.
4. If the complaint is not referred to the bargaining unit member, then such complaint shall be disregarded/not to be placed in the personnel file of the bargaining unit member, and may not be used in any subsequent conference, evaluation, or other assessment of the bargaining unit member involved.
5. Nothing in this procedure limits or restricts the authority of the administration or Board to investigate professional misconduct and to make determinations or take actions based on the administration's investigation.

**D. Sequence of Contracts**

The Board, when issuing limited teaching contracts, shall act in accordance with the following sequence:

- |    |                                      |   |
|----|--------------------------------------|---|
| a. | First contract                       | one (1) year limited contract   |
| b. | Second contract                      | one (1) year limited contract   |
| c. | Third contract                       | one (1) year limited contract   |
| d. | Fourth contract and subsequent years | two (2) year limited contract<br>unless eligible for a continuing<br>contract |

The Board may hire a bargaining unit member who holds a continuing contract (or tenure) in another public school district on a two-year limited contract.

## **E. Notification of Job Openings**

1. Notification of all vacancies requiring bargaining unit members for all teaching, administrative, and supplemental contract vacancies shall be posted in the staff newsletter CHECKPOINTS as they occur throughout the year. When a vacancy occurs in an elementary school the Principal first shall consult with current teachers assigned to that building with the necessary licensure to determine their interest in filling the position and make a decision whether to fill the vacancy with one of them. Resulting vacancies within the same building will be treated in the same way until all internal reassignments within the building have been made from the initial vacancy. The resulting vacancy after this process shall be subject to the posting requirements of this Section.
2. CHECKPOINTS shall be distributed to all bargaining unit members during the period school is in session, and notice of vacancies shall be posted on the District's website or otherwise distributed electronically at other times.

In addition, these CHECKPOINTS shall be displayed in the Superintendent/ designee's office. Bargaining unit members may come to or telephone the Superintendent/designee's office to be informed of these vacancies.

Bargaining unit member who desire further information regarding position vacancies must contact the Superintendent/designee's office. A formal transfer application to a vacant position must be made in keeping with Division K of this Article.

3. When a vacancy occurs within the bargaining unit the administration shall not recommend to fill permanently such vacancy until ten (10) calendar days after the position is posted as set forth above. The Board need not wait for the ten (10) day posting period where the vacancy is filled at a Board meeting after July 10.

## **F. Voluntary Transfer**

Each bargaining unit member who so notifies the Superintendent/designee within these ten (10) calendar days will have his/her request for transfer considered. The three (3) most senior bargaining unit members who apply will be considered and interviewed. One (1) of three (3) most senior applicants shall be transferred provided it is in the best interest of the District.

The Superintendent/designee will consult with each bargaining unit member whose request for transfer was not granted.

If the affected bargaining unit member so requests, he/she will be given written reason(s) why he/she was not voluntarily transferred. Such reason(s) shall neither be used to the detriment of that bargaining unit member nor be placed in his/her personnel file.

Supplemental vacancies shall follow the same procedure except five (5) days shall apply instead of ten (10).

## **G. Involuntary Transfer**

### **1. Notification of Assignment**

If a bargaining unit member is to be involuntarily transferred to another assignment the Superintendent/designee will personally contact the affected bargaining unit member by July 15 prior to school opening. If personal contact is not possible an email will be sent to the affected bargaining unit member, postmarked no later than July 15. Bargaining unit members are responsible for giving written notification to the Superintendent/designee's office of the address and/or telephone number where they can be contacted during the summer when school is not in session if that address and/or telephone number is different from what is already on file. If an involuntary transfer becomes necessary after July 15, the Superintendent/ designee will personally contact the affected bargaining unit member at the earliest possible date. If an involuntary transfer becomes necessary after July 31, the Superintendent/designee will take this factor into account during the bargaining unit member's evaluation the next school year.

2. Involuntary transfers shall not be made for arbitrary or capricious reasons. When the voluntary provision of this Article has not succeeded in filling a vacancy, an involuntary transfer may be made by the Superintendent/designee. The bargaining unit member certificated for the vacant position, and who has the least seniority will be transferred provided the transfer is in the best interest of the District. If the affected bargaining unit member so requests, he/she will be given written reasons(s) why he/she was involuntarily transferred. Such reason(s) shall neither be used to the detriment of that bargaining unit member nor be placed in his/her personnel file, unless it is for disciplinary reasons.

#### **H. Continuing Contract Eligibility**

The office of the Superintendent or designee will send a timely Districtwide email notifying all bargaining unit members that to be considered for a continuing contract, they must provide written notice to the Superintendent of Schools by October 1 of their intent to meet the statutory requirements in order to be considered for a continuing contract at the April meeting of the Board of Education.

The professional, permanent, or life certificate or equivalent professional education license must be on file with the Superintendent of Schools by March 31 for the bargaining unit member to be considered for continuing contract status in April.

Statutory requirements for continuing contract eligibility are set forth in Sections 3319.08 and 3319.11 of the Ohio Revised Code.

Bargaining unit members who do not provide written notice by October 1 and/or do not have transcripts of their thirty (30) graduate hours, or their professional, permanent, or life certificate or professional educator license/certificate on file by March 31, will not be eligible for continuing contract consideration until April of the following school year.

#### **I. Service to Students**

A bargaining unit member shall give the Superintendent written notice before providing educational services, including tutoring, to a school-age student residing in Bexley City School District. The notice shall include the student's name, address, general description of the services, and anticipated duration.

#### **J. Required Training per O.R.C. 3319.073**

The Board shall develop a program of in-service training per O.R.C. 3319.073. Thereafter, the Board shall inform members of the procedure and availability of its program. The program will be free to all bargaining unit members. Bargaining unit members must complete the required in-service training at the intervals specified in the law.

#### **K. Licensure**

Each member of the bargaining unit shall maintain all ODE licenses and endorsements that the member had in effect on June 29, 2015 as well as all ODE licenses and endorsements issued to a member after that date.

## ARTICLE VII TERMS AND CONDITIONS

### A. Academic Freedom

The Bexley Board of Education believes that academic and professional freedom are essential to the teaching profession. The presentation and discussion of controversial issues in the classroom should be on an informative basis and relevant to classroom goals and objectives. Bargaining unit members should guard against giving their personal opinions on sectarian or political questions or any other controversial issues until the students have had the opportunity to find, collect, and assemble factual material on the subject, to interpret the data without prejudice; and to reconsider assumptions and claims and to reach their own conclusions. By refraining from expressing personal views before and during the period of research and study, the teacher is encouraging the students to search after truth and to think for themselves. The development of the ability to meet issues without prejudice and to withhold judgments while facts are being collected, assembled, weighed, and relationships seen before drawing inferences or conclusions, is among the most valuable outcomes of a free educational system.

The policy can best be described by listing three (3) basic rights of the students:

1. The right to study controversial issues which have political, economic or social significance on which, at his level, he should begin to have an opinion.
2. The right to study under competent instruction in an atmosphere free from bias and prejudice.
3. The right of access to all relevant information freely available in the school or public libraries.

Emotional criticism and the promotion of a cause within the classroom are inappropriate and unscholarly. The bargaining unit member's attitude should be that of the scholar which is truth-seeking, open-minded, and tolerant.

**B. Closed School Days**

When the Superintendent/designee deems it necessary to close some or all Bexley City Schools due to inclement weather conditions or situations which are potentially hazardous to the health or welfare of students or staff, the bargaining unit members shall not be required to report to duty and shall be so informed through the District notification system. Said system shall be developed at the local building level and shall require each bargaining unit member to assume responsibility for his/her notification assignment.

When emergency situations or energy-related conditions necessitate the temporary closing of one or more buildings, bargaining unit members may be required to report to duty at an alternate location. If an employee is absent his/her county of residence other than Franklin in a Level III emergency but Bexley is open for school, the absence is excused and the employee may use available personal leave or sick leave or be docked for the day.

**C. Facilities for Bargaining Unit Members**

1. The following facilities will be provided for each bargaining unit member:
  - a. A separate desk with lockable drawer space, or
  - b. A file cabinet with lockable drawer space.
  - c. A reserved off-street parking space will be provided for the use of those who are handicapped or otherwise infirmed, and for itinerant bargaining unit members who must travel between buildings during the contractual day.
  
2. In addition to those facilities, the following building facilities will be provided in each building for bargaining unit members:
  - a. lunchroom facilities not available to students,
  - b. separate (men and women) restroom and lavatory facilities not available to students where possible within existing facilities,
  - c. a faculty lounge,
  - d. a telephone for bargaining unit members' use in an area as private as possible,
  - e. bargaining unit members may use the school's telephone for long distance calls in the case of an emergency or for school purposes.

3. **Room Temperature**

Uncomfortable working areas limit the effectiveness of teaching and learning. Neither students nor bargaining unit members should be required to work prolonged periods of time in an environment that is physically, unreasonably uncomfortable. When such conditions exist, the bargaining unit member shall report the temperature of the room or area to the building principal. Adjustments or changes will be made to remedy or modify the temperature by the building custodial staff or district maintenance personnel within a reasonable length of time. If the condition cannot be corrected within a reasonable length of time, the bargaining unit member may request that the building principal attempt to relocate the class in a more favorable environment.

**D. Length of Contractual Year**

Beginning in the 2011-12 school year the length of the regular contractual year shall be no more than one hundred eighty-six (186) days, including the following six (6) days during which students are not in attendance:

1. One (1) day before the opening of school.
2. Central OEA/NEA Day is a non-instructional on-duty day in the district to be used for professional development.
3. One (1) day at the end of the first and second semesters to be used by bargaining unit members for planning and preparation.
4. One (1) day to be recommended by the school calendar committee.
5. One (1) day to be used for professional development.

A bargaining unit member new to the District during his/her initial employment year shall have a contractual year of one hundred eighty-seven (187) days. The additional day shall occur before the regular school year begins.

**E. Length of Staff Day**

1. **Contract Time**

The contractual day of any bargaining unit member shall be seven and one-half (7-1/2) hours. The contractual day shall encompass a thirty-minute, duty-free lunch period.

2. Planning Time

Each elementary (grades K-6) bargaining unit member shall be provided during the student week at least two hundred ten (210) minutes of time for day-to-day preparation/grading each week during which no other duties shall be assigned. The two hundred ten (210) minutes shall be divided into periods of at least thirty (30) minutes of uninterrupted time and, if possible, shall be distributed with an attempt toward an equal distribution throughout the week.

Each secondary (Middle and High School) bargaining unit member shall be provided during the student day at least one (1) uninterrupted period of time for day-to-day preparation/grading during which no other duties shall be assigned each contractual day except in unusual circumstances. If an unusual circumstance exists, the affected bargaining unit member will be provided at least five (5) periods each week. The length of this period shall not be less than the length of a regular instructional period in that respective building.

3. Monthly Staff Meetings and Staffing Conferences

The contractual day may be extended for a total of thirty (30) hours per school year for monthly staff meetings and/or staff conferences. However, no bargaining unit member shall be required to attend a monthly staff meeting or staff conference for longer than two hours after their regular work day and no earlier than 20 minutes prior to their regular work day. There shall be no more than a total of six hours of staff conferences or staff meetings in any month. Additionally, no bargaining unit member shall be required to attend staffing conferences or staff meetings during their duty-free lunch time.

4. Meeting Times

No teacher meetings or staff conferences will be held or required on Friday afternoon after the regular teacher workday (except for parent emergencies and supplemental duties).

5. **Annual Harassment Policy Workshop**

A training session will be provided at each building at least once every three (3) years by presenters mutually agreed upon by the Association and principal at each building on the subject of sexual and/or peer harassment. The duration of this training shall be adequate to cover the subject matter and shall not exceed one (1) hour. Attendance by bargaining unit members shall be mandatory and shall not count as part of the other required meeting or in-service time in the District. Additionally, all bargaining unit members new to the District shall receive training in this area prior to the first student school day of the year. Such training shall be adequate to cover the subject matter and shall not exceed one (1) hour in duration.

**F. School Calendar**

The school calendar shall be no more than one hundred eighty-six (186) days which shall include at least six (6) paid days during which students are not in attendance as set forth in Article VII, Section D. In addition, at least five (5) calamity days will be built into the school calendar.

In January of each year a six (6) member calendar committee shall be appointed. The Superintendent/designee shall appoint three (3) members and the Association President shall appoint three (3) members. In keeping with the provisions of this Agreement, the committee shall study and make recommendations regarding the school calendar for the following two (2) years. All information and recommendations shall be submitted to the Superintendent/designee and to the Association President on or prior to February 28. No calendar may be adopted which is not in compliance with the provisions of this Agreement.

In the event that school is closed for more than five (5) days for weather, calamity, or other reasons, the Superintendent shall consult with the BEA President about the scheduling of any future possible make-up days for the teacher contract year.

The Board retains the final decision-making authority over selection of the school calendar, provided it is in compliance with the above procedures.

**G. Scheduled Conference Days**

The Board may provide up to four (4) half-day conference periods if needed during the regular school day. These conference periods are to be used exclusively for the use of bargaining unit members and the parents of students.

If the bargaining unit member has the conference(s) outside the normal school day, he/she will not be required to be on duty during the regularly scheduled conference periods.

## **H. Fee Authorization**

The following procedure will be used for application and distribution of the fee authorization hours and funds:

1. The fee authorization hours and funds will be divided into three (3) equal units for distribution by semesters. Those hours and funds not used will be carried over to the next semester. No more than the allocated number of hours or funds will be used in any one school year.
2. Each bargaining unit member must complete a written application form. This form must be received by the Central Office no later than the stated deadline.
3. If the demand for hours and funds is greater than the number allocated for a particular semester, the preference orders listed below will be utilized.

### **a. PREFERENCE ORDER**

#### **i. First Preference**

That bargaining unit member shall be given preference who is taking a course as part of a degree-granting program and/or who by agreement of the Superintendent/designee is taking course work necessary for supplemental licensing in a new area of teaching. In the event that the demand for fee waivers exceeds supply, that bargaining unit member with highest seniority shall receive preference.

#### **ii. Second Preference**

That bargaining unit member shall be given preference who is taking a course that is not part of a degree-granting program and has not used a fee waiver in the last three (3) semesters. In the event that the demand for fee waivers exceeds supply, that bargaining unit member with highest seniority shall receive preference.

iii. Third Preference

That bargaining unit member shall be given preference who is taking a course that is not part of a degree-granting program and has not used a fee waiver in the last two (2) semesters. In the event that the demand for fee waivers exceeds supply, that bargaining unit member with highest seniority shall receive preference.

iv. Fourth Preference

That bargaining unit member shall be given preference who is taking a course that is not part of a degree-granting program and has not used a fee waiver in the last one (1) semester. In the event that the demand for fee waivers exceeds supply, that bargaining unit member with highest seniority shall receive preference.

v. Fifth Preference

Any staff member who did not qualify for the previous four (4) preferences. In the event that the demand for fee waivers exceeds supply, that bargaining unit member with highest seniority shall receive preference.

b. GENERAL PROVISIONS

i. Fee waivers and paid hours shall be used in one of the following:

- a. in the bargaining unit member's area of certification, or
- b. in another area of certification being pursued by the bargaining unit member within the field of education, or hours approved by the Superintendent/ designee.

ii. The Board shall allocate fifty thousand dollars (\$50,000) for tuition reimbursement under this Section (H).

c. DISTRIBUTION PROCEDURE

- i. For each bargaining unit member there shall be a limit of one (1) course per semester during the Autumn, Spring and Summer semester or the course rate as determined by OSU, whichever is applicable. Evidence of the completed course work shall be provided to the Board. If a bargaining unit member does not successfully complete the course he/she shall reimburse the Fee Authorization Fund.
- ii. The amount of one (1) course per semester shall not apply where expiring fee waiver hours would go unused in the summer. A bargaining unit member must apply in writing for the one (1) additional summer fee waiver by a deadline established by the Superintendent based on final payment dates from the affected institutions. A bargaining unit member will be limited to a maximum of two (2) courses in a summer semester even with this exception.
- iii. If any unused tuition reimbursement funds remain after June 1, then bargaining unit members may request one additional tuition reimbursement on or before June 15 for an additional course. The remaining funds will be split equally among the requesting members up to the full cost of their course or the rate as determined by OSU.
- iv. A bargaining unit member who has been granted a fee waiver or tuition reimbursement must submit evidence of completion of the course at the end of the semester in which the course is completed rather than when requesting the next fee waiver, unless the fee waiver/tuition reimbursement form is due prior to completion of the previous semester.

**I. Bargaining Unit Member Participation in the Selection of Chairpersons and Coordinators**

Elementary instructional level chairpersons and area coordinators will be elected by those bargaining unit members in the grade level or area of specialty in a manner that endeavors to include both primary grade and intermediate grade representation from each building. The selection of team leaders, secondary department chairpersons, and curriculum development staff members is an administrative function; however, the opinions and recommendations of bargaining unit members within that department will be obtained relative to the selection of chairpersons. Appointments are for one-year terms, and a bargaining unit member may not serve more than four (4) consecutive terms. The election of elementary instructional level chairpersons shall be held every other year at the end of the school year.

**J. Personnel Files**

1. To the extent allowed by law, the official personnel file of each bargaining unit member shall be confidential and shall be maintained in the office of the Board.
2. A bargaining unit member shall have access to his/her personnel file upon request when a Central Office administrator or designee is present in the Central Office. A representative of a bargaining unit member shall have access to said bargaining unit member's personnel file when said bargaining unit member requests such access in writing to the Superintendent/designee or his/her designee.
3. A bargaining unit member shall be notified as soon as possible when there is a request to review his/her personnel file by a member of the public and what, if anything, was provided to the requesting person, and the name and address of the person requesting the file review, if known. Consistent with the right of the requesting person to inspect public records, the member whose file has been requested to be inspected, or his or her designee, shall have a reasonable opportunity to observe the inspection.
4. A bargaining unit member shall be entitled to a copy of any specific material(s) in his/her file upon written request.
5. Letters or materials anonymous to the bargaining unit member or reports partially or entirely based on sources anonymous to the bargaining unit member shall not be placed in a bargaining unit member's personnel file.

6. Information in the personnel file may be removed upon mutual agreement of the bargaining unit member and the administrator making the entry or by the bargaining unit member and the Superintendent/designee.
7. All material in the file shall be accurate, relevant, timely and appropriate.
8. Each bargaining unit member shall have the right to respond in writing to any material contained in the file which would be generally considered as detrimental to his/her personal or professional interest, and the response will be attached to the specific material.

**K. Qualifications for Employment**

The relationship of a prospective employee to an individual already employed in the District shall have no bearing upon consideration for employment. The Board will not require either through resolution, policy or in contracts, any residence requirement as a condition of employment, reemployment, advancement, promotion or transfer.

**L. Mentor**

Mentors for staff members new to Bexley City Schools shall receive a stipend of five hundred dollars (\$500.00).

**M. Hepatitis B**

All bargaining unit members will be given the opportunity to be immunized for Hepatitis B at Board expense. New bargaining unit members shall be given the opportunity to be immunized in their first year of employment at Board expense.

**N. Teacher Leader**

Where possible the teacher leader assignment will be for two (2) years. Continuation of the assignment may be reviewed at any time upon request of the teacher leader or the principal, and such review shall occur at least every two (2) years. A teacher leader returning to a classroom will be given an assignment under Article VI (J, K, and L).

**O. Third Grade Reading Guarantee**

The District will reimburse teachers the cost of successfully taking the test to obtain the necessary qualifications or credentials for the 3rd Grade Reading Guarantee under the following conditions:

1. The teacher must earn a passing score on his/her first attempt. Any teacher who is unsuccessful would then be responsible for any/all financial expenses related to retaking the test, should he/she chose to retake it.
2. The District will reimburse any teacher with either a 1-8th, K-3rd, 4-8th license/certificate as well as all intervention specialists. Any teacher earning a passing score on his/her first attempt must provide a copy of the necessary license or license endorsement to the treasurer for reimbursement.

**P. Resident Educator Mentor**

A Resident Educator Mentee is a teacher employed by the district under a resident educator license.

1. Other than a notation to the effect that a teacher served as a Resident Educator Mentor, the teacher's activities as the Resident Educator Mentor shall not be part of that staff member's evaluation.
2. Resident Educator Mentors shall not participate in the evaluation of any Resident Educator.
3. Resident Educator Mentors shall not be requested or directed to make any recommendation regarding the continued employment of the teacher.
4. No Resident Educator Mentor shall be requested or directed to divulge information from the written documentation, or confidential Resident Educator/Resident Educator Mentor discussions, except as required by law.

**ARTICLE VIII  
REDUCTION IN FORCE**

When by reason of declining student enrollment in a program, building, grade level(s), or District-wide, for other reasons set forth in ORC 3319.17, or for lack of funds, the Board of Education determines that it will be necessary to reduce the number of bargaining unit members, it may make a reasonable reduction. A "lack of funds" means the School District has a current or projected deficiency of funding in the amount of at least \$250,000 as certified by the State Auditor for the ensuing year to maintain current, or to sustain projected levels of staffing and operations. In making such reduction, the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent/designee. The following provisions shall also apply:

1. The Superintendent shall notify the Association President of the reasons for any anticipated staff reductions. The Association President will be provided with the following prior to the Board acting on his/her RIF recommendation:
  - a. A current seniority list. The seniority list shall include contract status of all bargaining unit members, teaching field seniority, and all areas of certification.
  - b. A list of positions to be reduced and the reasons for such reductions and with the most recent final summative evaluation rating for unit members.
2. The Superintendent shall recommend which positions shall be affected and which teachers shall be laid off. The Superintendent will use the following criteria in recommending which teachers are to be laid off:
  - a. The Board may make any reductions in force first through attrition, resignation or on approved leave of absence.
  - b. Limited contract teachers holding temporary certification will be reduced first.
  - c. Fully certificated limited contract teacher will be reduced next.
  - d. Continuing contract teachers shall be given preference so that they are the last persons suspended within the certification/license area to be reduced.
  - e. Accomplished and Skilled teachers and non-OTES evaluated employees shall be considered comparable and the order of layoff among them shall be on the basis of seniority and contract status within area of certification/licensure.
  - f. No preference shall be given to any member based on seniority, except when deciding between members who have comparable evaluations.
  - g. In case of a tie, STRS service credit shall break ties.
  - h. In event of a tie STRS service credit, highest social security number beginning with the number to farthest right and proceeding left until tie is broken.

3. A unit member whose contract is suspended as a result of a RIF shall be given written notification, by hand delivery or certified or registered mail, that his/her employment will be suspended and the reasons for such suspension. This notification shall occur on or before June 30, prior to the year the suspension will take effect.
4. A bargaining unit member whose contract will be suspended will have the right to displace any less senior bargaining unit member whose work he/she is certified/licensed to perform so long as the displacing member possesses a comparable or better evaluation than the member being displaced. Within ten (10) calendar days of the Board's action to implement a RIF, a bumping meeting, if necessary, shall be held for all affected employees.
5. A bargaining unit member whose contract is suspended will be guaranteed the following rights:
  - a. The right to remain a member of all employee group insurance policies at the bargaining unit member's own expense after the contract is suspended.
  - b. The Board will accept, without reservation, the resignation of an affected bargaining unit member after July 10.

## **ARTICLE IX RECALL**

- A. The following procedures will be used in the recall process:
  1. Any member who was laid off shall have recall rights for a period of thirty six (36) months from the first school day of the next school year unless:
    - a. recall rights are waived in writing by the teacher;
    - b. a resignation is offered by the teacher; or
    - c. the teacher fails to accept the position to which he/she has been recalled.
  2. All unit members whose contracts are suspended as a result of a RIF shall be placed on a list stating their seniority, final summative evaluation rating, and subject(s) certified/licensed to teach.

3. A unit member on the recall list shall be offered a contract for positions for which he/she is certified/licensed, as set forth on said RIF list, as positions become available and in keeping with the certification/licensure, contract status, and the seniority provisions of the RIF procedure. Such teachers will be recalled in reverse order of layoff if/when there is a vacancy for which the teacher is certificated/licensed to perform the work in question.
4. A unit member who gains additional certifications/licenses while on the recall list will be credited at the time of submission to the Superintendent.
5. When an opening occurs, the Superintendent or designee shall send an email and certified letter to the unit member(s) certified/licensed for the position at their last known email and residential address to advise them of such position. Bargaining unit members on recall status shall keep the Superintendent/ designee informed of their current address, email address, name, and telephone number. Failure of the bargaining unit member to contact the Superintendent/designee to file acceptance in writing or email within seven (7) calendar days of the date of such mailing shall remove the bargaining unit member from recall status.
6. If a position(s) initially abolished is reinstated, this position(s) will be staffed first from the RIF list. Thereafter, voluntary transfers may be made to a position affected by the RIF after the position(s) has been offered to all properly certified/licensed unit members on the RIF list.
7. No unit members new to the District will be employed until all properly certified/licensed unit members on the list have been offered a contract for the position in accordance with the provisions of this Section.
8. No unit member whose contract has been suspended pursuant to this Article shall lose the right to recall by reason of having declined recall to a position that is less than full-time or, if the unit member was not employed full-time just prior to suspension of the member's contract, to a position requiring lesser percentage of full-time employment than the position the unit member last held while employed in the district.
9. Upon acceptance of the notice to resume active employment status, the unit member shall be entitled to the same contractual status which was held prior to the RIF including but not limited to all rights related to salary, fringe benefits, and seniority shall be fully restored.

## **ARTICLE X SENIORITY**

- A.** As used herein, the term seniority shall mean the longest period of continuing employment (including approved leaves of absence and time spent on RIF status) beginning with the date the Board initially approved the issuance of a regular contract to a bargaining unit member, except for bargaining unit members who have had an assignment in any Auxiliary Services position, whose seniority shall be determined without reference to or consideration of time spent in any Auxiliary Services position. The senior bargaining unit member is:
1. The one who has a valid continuing contract.
  2. The one who has the longer period of continuing employment (including approved leaves of absence and time spent on a RIF status) under that valid contract, except for bargaining unit members who have had an assignment in any Auxiliary Services position, whose seniority shall be determined without reference to or consideration of time spent in any Auxiliary Services position.
  3. The one who has a valid limited contract.
  4. The one who has the longer period of continuing employment (including approved leaves of absence and time spent on a RIF status) under that valid limited contract, except for bargaining unit members who have had an assignment in any Auxiliary Services position, whose seniority shall be determined without reference to or consideration of time spent in any Auxiliary Services position.

## **ARTICLE XI EVALUATION**

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

4. To assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and growth.
- B. Teachers who spend at least fifty percent (50%) of their time providing student instruction shall be subject to this Section (H) of Article VI.
  - C. Teachers who receive an overall summative rating of accomplished with above or expected growth data will be evaluated under this Section (H) at least once every three (3) years. After the baseline rating in 2015-16, teachers in this group shall have their next evaluation years staggered so they do not all occur in the same future school year. On non-evaluative years, one (1) formal observation shall occur of at least thirty consecutive (30) minutes. Unless unforeseen and extenuating circumstances exist, the teacher and principal shall meet within fifteen (15) days to discuss the formal observation unless the teacher and evaluator mutually agree to reschedule.
  - D. Teachers who receive an overall summative rating of skilled with above or expected growth data will be evaluated under this Section (H) at least once every two (2) years. After the baseline rating in 2015-16, teachers in this group shall have their next evaluation years staggered so they do not all occur in the same future school year. On non-evaluative years, one (1) formal observation shall occur of at least thirty consecutive (30) minutes. Unless unforeseen and extenuating circumstances exist, the teacher and principal shall meet within fifteen (15) teacher contract days to discuss the formal observation unless the teacher and evaluator mutually agree to reschedule.
  - E. Teachers who receive an overall summative rating of developing or ineffective or are skilled with below expected growth data will be evaluated the following year.
  - F. If Ohio Revised Code changes the frequency of required evaluations, then the school year following the effective date of change, the district will convert to the minimum frequency in which evaluations are required.
  - G. **Observations during an Evaluation Year**
    1. **Schedule of Observations**

A minimum of two (2) formal observations shall be conducted with a minimum of one (1) observation to occur during the first semester and a minimum of another observation to occur during the second semester, unless unforeseen and extenuating circumstances exist or if the teacher and evaluator mutually agree to reschedule.

## 2. Observation Conference

- (a). A notice will be sent by the Evaluator to the teacher at least two (2) days prior to the formal observation.
- (b). Unless unforeseen and extenuating circumstances exist a post-observation conference shall take place within fifteen (15) teacher contract days following the formal observation or longer if mutually agreed upon. Teachers shall be given the opportunity to provide evidence for the standards. At the post-observation conference teachers shall be provided an initial overall rating for that observation and the completed rubric
- (c). A teacher will be given the paperwork or it will be electronically transmitted, at least two (2) teacher contract days prior to the post-conference for each observation, unless unforeseen and extenuating circumstances exist.

## H. Walkthroughs

The Evaluator shall conduct at least two (2) walkthroughs in each evaluation cycle but not more than four (4), but such limits of four (4) shall not apply if the teacher is on an improvement plan.

## I. Evaluators

The person or evaluator who is responsible for assessing a teacher's performance shall be:

1. The Curriculum Director, Principal, Assistant Principal, Special Education Coordinator.
2. In the event a teacher performs work under the supervision of more than a single evaluator, one evaluator shall be designated as the sole or only evaluator.
3. In the event of unforeseen and extenuating circumstances, the Superintendent may assign an additional or different evaluator employed by the Board to be responsible for assessing a teacher's performance.
4. The evaluator shall not be a bargaining unit member.
5. No later than September 30, each teacher shall be notified of the name and position of his/her evaluator.

**J. Schedule of Evaluation**

1. For those teachers who are on limited or extended limited contracts pursuant to ORC 3319.11 and who are under consideration for nonrenewal, one (1) evaluation consisting of at least three (3) formal observations must be conducted by May 1 of the year their contract expires.
2. The evaluation cycle shall be completed no later than May 1, and the teacher being evaluated shall receive a written report of the results of said evaluation cycle, including the determined final summative rating of teacher effectiveness, no later than May 10<sup>th</sup>.

**K. Finalization of Evaluation**

The district shall only enter into eTPES the minimum amount of information required by the state.

**L. Professional Growth Plans**

Will be completed annually for the following teachers:

1. Teachers who receive a final summative rating of teacher effectiveness as “Accomplished” will complete professional growth plans including during years they are not evaluated.
2. Teachers receive a final summative rating of teacher effectiveness as “Skilled” who have expected or above expected growth will complete professional growth plans including during years they are not evaluated.
3. Teachers receive a final summative rating of teacher effectiveness as “Developing” who have above expected growth will complete professional growth plans including during years they are not evaluated. A meeting will be held by the last teacher contract day to discuss evidence from the professional growth plan and discuss the teacher's new growth plan for the following school year.

**M. Improvement Plans**

Teachers will be placed on an Improvement plan in the following circumstances:

1. receive a final summative rating of ineffective
2. and/or data is below expected growth.
3. and/or other reasons as determined by the evaluator from the rubric scoring.

**N. Definition:**

A “day” shall be considered a contractual day during the school calendar, excluding days when school may be closed for a calamity.

**O. Challenges to Evaluation**

If an employee believes the evaluator has violated the procedure or that the evaluator’s judgment or conclusion is arbitrary, discriminatory or capricious, the employee may file a written grievance in accordance with Article III of the grievance procedure of the parties’ contract directly to the Superintendent within (10) ten days of her/his receipt of their final rating for that particular year. Thereafter, a meeting shall be mutually arranged within ten (10) days after submittal. Within ten (10) days after the meeting, the Superintendent shall provide the grievant a written disposition on the grievance. Within ten (10) days after receipt of the Superintendent's disposition, the Association may submit a request to the Superintendent advancing the grievance to binding arbitration. “Days for purposes of this paragraph mean calendar days.

**P. Staff Appraisal Instrument**

1. The staff appraisal instrument (but not the procedures for its use) will be mutually agreed to by the Board and the BEA.
2. The annual review committee comprised of three (3) appointees of the Superintendent/designee and three (3) appointees of the BEA President shall be formed for the purpose of reviewing the current appraisal instrument. The chair of said committee shall rotate between the Board and the Association every year and he/she shall forward the committee's recommendations for changes in the appraisal instrument by May 1 of each school year. Recommended changes of the appraisal instrument which are supported by a majority vote of the committee shall be incorporated in the appraisal instrument for use during the following school year.
3. The staff appraisal instrument to evaluate bargaining unit members shall be used uniformly\* in the School District and shall be the only staff appraisal instrument used in the District. The Bexley staff evaluation and staff appraisal instrument of teachers, librarians, speech pathologists, counselors and school psychologists can be found on the “V” drive of the Bexley Network under the “appraisal folders,” which shall be incorporated by reference into the parties’ agreement.

4. \*The word "uniformly" as used above shall mean the same staff appraisal instrument shall be used by all administrators in the evaluation of the bargaining unit member.

## ARTICLE XII COMPENSATION

### A. Salary and Index

1. The base salary shall be increased per the following schedule in accordance with the index inclusive of the 186 day set forth in (A)(3) below:

7/1/15	\$37,300
7/1/16	\$37,673
7/1/17	\$38,050

The salary schedules are attached as Appendix C and defined as follows:

Non-Degree – Staff members who do not hold a Bachelor's Degree.

B.A. – Staff members who hold Bachelor's Degree.

B.A. + 15 – Staff members who have completed 15 semester hours (23 quarter hours) after receiving a Bachelor's Degree and an initial State Certificate.

B.A. 150 – Staff members who hold a Bachelor's Degree and have completed 150 semester hours (225 quarter hours).

M.A. – Staff members who hold a Master's Degree.

M.A. + 15 – Staff members who hold a Master's Degree and have completed 15 graduate semester hours (23 quarter hours) after receiving the Master's Degree.

M.A. + 30 – Staff members who hold a Master's Degree and have completed 30 graduate semester hours (45 quarter hours) after receiving the Master's Degree.

M.A. + 45 – Staff members who hold a Master's Degree and have completed 45 graduate semester hours (69 quarter hours) after receiving the Master's Degree.

Ph.D – Staff members who hold a Doctor of Philosophy or Doctor of Education.

2. Notwithstanding other terms of this Agreement or its teacher salary schedules, placement on the teacher salary schedules shall be at the Bachelor's Degree, two years experience step, unless and until such time as the training and experience places the teacher at a higher salary on the schedule.
3. One (1) professional day shall be at per diem which will be paid over the annual pay cycle with the annual salary.

## **B. Payroll Practices**

1. Twenty-four (24) equal installments, September through August. Payment will be made on the fifth (5th) and twentieth (20th) of each month. However, first year teachers will be paid in twenty-five (25) installments over the August 20 through August 20 cycle. For new teachers who begin service in the month of August the employee portion of the August premium shall be deducted in its entirety from the August 20 pay.
2. Direct Deposit

Bargaining unit members are required to have their payroll checks directly deposited in a checking or savings account that is a member of the Federal Banking System. Funds will be available on the appropriate pay date. Members may have up to two (2) direct deposits.

A payroll stub with a payroll voucher will be provided to all bargaining unit members.

- a. During the school term, salary pay stubs shall be issued no later than 10:00 a.m. on the appropriate dates applicable each month. When a pay date falls on a Saturday, Sunday, holiday, or school or bank holiday, the salary checks shall be issued the last work day preceding the regular pay date. Salary paystubs shall be enclosed in an envelope and shall not be shown to others by those responsible for their distribution.
- b. During the summer months, salary paystubs shall be sent by first class mail so that normal delivery will provide that the bargaining unit member will receive his/her paystub on the appropriate date each applicable month.

- c. Pay for tutors, substitute teachers, overtime, summer school teachers, workshops, and other miscellaneous pay will be paid each pay date based on the cutoff date for submitting the information.
- d. Bargaining unit members will have all sick leave, and personal leave accruals posted on the first pay of the month. Days used will be posted to each pay as days are submitted.
- e. All payroll deductions shall be transmitted to the receiving agency or institution within one (1) day of pay day.

**C. National Board Certification**

A teacher who receives national board certification will be paid an additional \$500 annually in addition to his or her current placement on the salary schedule beginning with the school year after the teacher receives the certification so long as the teacher remains so certified. Further, a \$500 annual payment will be paid to teachers in addition to his or her current placement on the salary schedule who have or obtain a gifted and talented supplemental license or a teaching license with gifted and talented endorsement so long as the teacher maintains that licensure.

**D. Hourly Home Tutoring**

The home tutoring rate shall be increased at the same percentage as the BA-0 is increased throughout the life of this Contract. That rate shall be \$26.00 effective August 1, 2015, and \$26.26 effective August 1, 2016, and \$26.52 effective August 1, 2017.

**E. Summer School Salary and Workshop Attendance**

The salary paid to bargaining unit members, and only to bargaining unit members who are employed for summer school, shall be at the hourly rate of: (a) Effective June 1, 2015 the rate shall be \$39.16 for courses within the District's course of study and for other courses designated by the Superintendent and effective June 1, 2016 the rates shall be \$39.55 and effective June 1, 2017 the rate shall be \$39.95. Whereas for other courses, the rate shall be \$24.83 effective June 1, 2015 and effective June 1, 2016 the rate shall be \$25.08 and effective June 1, 2017 the rate shall be \$25.33.

The hourly rate of compensation for bargaining unit members attending approved workshops beyond the regular school day or contractual year shall be \$23.02 per hour effective June 1, 2015 and \$23.25 per hour effective June 1, 2016 and \$23.49 per hour effective June 1, 2017.

The hourly rates in this Section (E) shall be increased on June 1 in each subsequent year by the same percentage that the base salary increased at the beginning of that school year.

**F. Class Coverage**

If an administrator assigns a bargaining unit member to cover another bargaining unit member's class, the covering bargaining unit member shall be paid at a rate per hour or class period. That rate shall be \$23.08 effective July 1, 2015, and \$23.31 effective July 1, 2016 and \$23.54 effective July 1, 2017. The principal will keep a record of times when each bargaining unit member has accepted such teaching responsibilities. Payment shall be made once a year, at the June 20 pay. Any bargaining unit member may have the right to refuse such request without recrimination.

**G. Extended Time**

Any Board-approved extended time assignment shall be paid at the individual bargaining unit member's regular per diem rate of pay.

**H. Mileage Reimbursement**

All bargaining unit members required to use a personal vehicle to perform assigned professional duties shall be reimbursed at the per mile IRS rate in effect. This includes, but is not limited to, itinerant bargaining unit members who travel between buildings during the school day, coaches who use their personal vehicles to transport students to or from athletic events and bargaining unit members who use their personal vehicles to transport students on field trips.

**I. Severance Pay**

1. Incentive for Non-Use of Sick Leave/Retirement Severance Pay

Upon moving into the retirement system, bargaining unit members shall be paid remuneration for their unused sick leave according to the following provisions:

- a. The amount to be paid to the bargaining unit member retiring shall be determined by multiplying the number of days credit by the daily rate of pay.
- b. The daily rate of pay shall be the bargaining unit member's salary at the time of retirement termination divided by the number of days in the contract year.

- c. The number of days of credit shall be one-fourth (1/4) of the number of accumulated days of unused sick leave to a maximum of fifty-five (55) days and one (1) day for every ten (10) days over 250 accumulated days. The mutual intent of this language is to include ten percent (10%) of the accumulated days over 250. Thus, if a retiring teacher has 268 accumulated days, the teacher would be entitled to 55 days of severance plus 1.8 days of severance for the days over 250.

## 2. Termination Severance Pay

- a. Upon leaving the Bexley School system after ten (10) years of service in the Bexley School system, bargaining unit members shall be paid remuneration for their unused sick leave according to the following provisions:
  - b. The amount to be paid to the bargaining unit member terminating shall be determined by multiplying the number of days credit by the daily rate of pay.
  - c. The daily rate of pay shall be the bargaining unit member's salary at the time of termination divided by the number of days in the contract year.
  - d. The number of days of credit shall be one-fourth (1/4) of the number of accumulated days of unused sick leave to a maximum of twenty-six and one-quarter (26.25) days.

## 3. General Provisions

Severance pay will be paid to those bargaining unit members who are terminating their employment under these provisions with the Bexley City Schools, on January 10 following the calendar year in which the retirement became effective.

Receipt of payment of accrued but unused sick leave shall eliminate all sick leave credit accrued by the bargaining unit member.

## 4. IRS 403 Accumulated Leave Plan

All teachers who turn 55 or older in the calendar year in which they retire, will take part in an Accumulated Leave Plan that is offered by an approved annuity company.

- a. If a retiring member is a participant in an accumulated leave plan, an employer contribution shall be made on his/her behalf under the accumulated leave plan within sixty (60) calendar days of the participant's last workday in an amount equal to the lesser of:
  - i. The total amount of the Participant's Severance Pay; or
  - ii. The maximum contribution amount allowable under the terms of the accumulated leave plan.
- b. To the extent that an accumulated leave plan participant's severance pay exceeds the maximum amount allowable under the accumulated leave plan for a calendar year, the excess amount shall be payable to the accumulated leave plan in the following January, up to the maximum accumulated leave plan limits for that calendar year. If there is any remaining excess, it shall likewise be paid in subsequent calendar years; provided, however, that if any excess remains at the end of the fifth calendar year following the calendar year of retirement, the remainder shall be paid in cash to the retired employee.
- c. If the member is entitled to have a contribution paid to an accumulated leave plan and dies prior to such contribution being paid to the Plan, the contribution shall be paid to the estate of the deceased member.

**J. Pickup of Retirement Contribution**

1. Consistent with the provisions of Internal Revenue Service Rulings 77-462, 81-35, and 81-36, the Board shall pick up each bargaining unit member's mandatory contributions to the State Teachers' Retirement System on Ohio (STRS), provided that no bargaining unit member's total salary is increased by such pickup nor is the Board's total contribution to STRS increased by so doing.
2. The dollar amount to be designated as "picked up" by the Board:
  - a. shall equal the then-current percentage amount of the bargaining unit member's mandatory STRS contribution;
  - b. shall be credited by STRS as employee contributions under authority of Ohio Attorney General Opinion 82-097;
  - c. shall be included in computing final average salary;
  - d. shall not be reported by the Board as subject to current federal and state income taxes;

- e. shall be reported by the Board as subject to city income taxes.
- 3. Each bargaining unit member will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pickup" in combination with other tax-deferred compensation plans.
- 4. If the foregoing "pickup" provisions are nullified by subsequent Internal Revenue Service rulings, this provision of the Agreement shall be declared null and void.

**K. Supplemental Salaries (SEE APPENDIX D)**

**L. Benefits**

- 1. Qualification for Participating in Health and Dental Insurance
  - a. Bargaining unit members who are contracted at less than twenty (20) hours per week may participate in group insurance (dental and health) at their expense. Bargaining unit members who are contracted for at least twenty (20) hours per week but for less than full-time shall have Board contribution to insurance benefits on a basis prorata to full-time. Bargaining unit members receiving full-time insurance benefits in January, 1991 shall continue to be treated as full-time for the duration of this Agreement for insurance fringe benefit purposes.
  - b. Beginning upon the effective date of the next open enrollment, "domestic partners" of teachers and the children of such domestic partners are eligible for benefits under this Section (L) in the same manner and subject to the same conditions, limitations and qualifications as other members of the bargaining unit. "Domestic partners" are two individuals of the same sex who share a regular and permanent residence, who have a committed personal relationship (for at least six months), who can demonstrate financial interdependence, and who are not related by blood, legally married, nor in a domestic partnership with anyone else.

The following benefits are available to the domestic partner and his or her children, whether they are the employee's children, or not, on the same basis as the benefits would be available to the employee's spouse or children:

- a). Medical b). Dental c). Vision and d). COBRA

## Policies and Procedures

In order for the domestic partner or children of domestic partners to qualify for coverage, the following forms need to be completed and filed with the Treasurer. These forms will be available electronically on the District Network.

- Affidavit of Same Sex Domestic Partnership, along with proof required of shared financial obligations.
- Domestic Partner Enrollment Form
- Tax Information Sheet

To remove the domestic partner or children of domestic partners from benefits, complete the following form and return it to Human Resources within thirty (30) days of termination of the domestic partnership:

- Statement of Termination of Domestic Partnership  
The parties' agreements, policies and procedures about domestic partners and children of domestic partners shall terminate and be of no force and effect on the first (1<sup>st</sup>) day of the next health insurance year that is at least one hundred twenty (120) days after any legal changes that makes marriage of same-sex domestic partners in Ohio legal.

### 2. Dental Insurance

Upon proper application, the Board shall pay one hundred percent (100%) of the cost for single and family coverage of a dental health care insurance program. The benefits of any such program shall not be less than those in the Delta dental program proposed by the Board in the 2003 negotiations.

### 3. Group Life Insurance

Upon proper application, the Board shall pay one hundred percent (100%) of the monthly premium of a group life insurance policy for each bargaining unit member. Such policy shall provide for an equal amount of accidental death and dismemberment coverage. The face value of the policy will be equal to the regular salary a bargaining unit member earns rounded to the nearest thousand. No bargaining unit member will have less than a \$10,000 face value insurance policy. The policy will also provide a conversion clause to allow the individual at the time his/her employment ends with the Board to convert his/her coverage to an individual policy without requiring a physical examination.

4. Health Insurance

a. 2006-07

- i. The Board will make the following design changes in current Plan 1, effective as soon as possible (August 1, 2006).

Deductible \$250 single/\$500 family

RX copays to \$10/20/30 (mail order = 2x)

Emergency room copay at \$100

Home delivery incentive

- b. For the 2006-07 school year, the Board will pay 90% of the premium of Plan 1: \$393.35 for single coverage monthly and \$1,011.60 for family coverage monthly.

- c. For teachers newly employed by the Board who begin service in the month of August the employee portion of the August premium shall be deducted in its entirety from the second payroll in August.

5. For each of the following years, the Board will also contribute, in addition to the amount in A2, the following amount monthly to the premiums of Plan 1.

If the premium increases 0-9% in a year, the Board will pay 90% of the increase.

If the premium increases more than 9% in a year, the Board will pay 90% of the first 9% increase and 65% of any increase above 9%.

6. Plan 2. Grandfathered employees on the health plan on 5/27/04 will continue receiving the grandfather effect of the 2004-06 Agreement: The Board shall contribute up to the amounts monthly stated in this subsection (L)(4) to the cost of health insurance, except that an employee who is not enrolled in a District health plan on May 27, 2004, and who enrolls in MMO-P Plan 2 shall pay no less than 10% of the premium cost for MMO-Plan 2.

7. July, 2006 health insurance cost. The Board will pay 90% of the first 12% increase, and the employee will pay the remainder. The nineteen (19) pay teachers will be made even with the twenty-four (24) pay teachers for summer insurance by August 10.

8. IRS 125 Plan

- a. The Board shall apply that part of the bargaining unit member's salary which is the bargaining unit member's participation in the monthly health benefits premium so as to tax-shelter that participation. The Board shall comply with IRS and federal law requirements in doing so.
- b. The Board and Association will investigate establishing an expanded IRS 125 Plan.

9. Liability Insurance

The Board shall provide liability insurance for those bargaining unit members who must either convey students in a vehicle or must drive a vehicle in the course of performing their contractual duties. The insurance shall be in effect while bargaining unit members perform duties related to their assignments. This shall not include travel either to or from the bargaining unit member's residence and his/her work site, but does include travel between work sites during the contractual day. The limits of liability for this coverage shall not be less than \$100,000 each person, \$300,000 each accident bodily injury, and \$50,000 each accident property damage. The liability insurance shall be understood to be an additional protection, not a substitute for personal vehicle insurance, and would only be involved when personal insurance is exhausted on specific claims. Vehicles owned or leased by the Board are fully covered by insurance.

10. Insurance Committee

A standing committee shall be established consisting of one (1) teacher from each building selected by the Association President, one (1) administrators selected by the Superintendent, and one (1) classified employee. The committee shall select its chair from within its membership no later than September 15. The committee shall set meetings as necessary. The duties of the committee shall be to review insurance plans, interview and recommend hiring of a consultant/broker and recommend changes in insurance coverage to the Board and Association who shall vote on implementation of the recommendations. The Board attorney and OEA Labor Relations Consultant shall be ex-officio non-voting members of the committee. The insurance committee will study medical insurance plans and get quotes from other companies. In addition, High Deductible Plans with a Health Savings Account will be thoroughly examined prior to June 2007.

11. Beginning and End of Coverage Related to Employment Dates
  - a. Teachers who retire after August 1, 2012 and whose retirement begins at the end of a school year (so long as they are in paid status at least half of May) shall continue to be eligible for the Board's contribution to their Bexley health insurance enrollment through July 31 of the year of retirement.
  - b. Teachers who retire at other times of the school year (prior to June 1 or without working at least half of May) shall be continued on the District's health insurance only through the end of the month in which their last paid day occurs.
  - c. Beginning in August, 2012, health insurance coverage for new teachers shall begin on their first work day of the contract year.

12. Background Checks and Certificate Fee

The Board will pay up to \$50 for the cost for state and federal background checks required by the Ohio Revised Code as to a unit member for renewal of licenses of bargaining unit members. Such payment will be made directly to the Bureau of Criminal Identification and Investigation once the unit member completes the background checks

**M. Retirement Incentive Plan**

1. Qualifications

To be eligible to participate in the Plan, a bargaining unit member:

- a. Shall be at the 18 years experience step on the salary schedule; and
- b. Shall have been employed in the District for eight (8) continuous years prior to the application; and
- c. Shall have by the end of the bargaining unit member's contracted year eligibility for STRS service retirement in 2015-16, 2016-17, or 2017-18; and
- d. Shall provide certification of service credit by STRS at the time of application; and

- e. Shall resign effective at the end of the bargaining unit member's contractual year and submit the resignation irrevocably to be approved by the Board by February 28, 2016 for the 2015-16 school year and February 28, 2017 for the 2016-17 school year, and February 28, 2018 for the 2017-18 school year.

2. Application

Bargaining unit members shall submit applications on or before February 1, 2016 for the 2015-16 school year, and on or before February 1, 2017 for the 2016-17 school year and on or before February 1, 2018 for the 2017-18 school year. Included with the application will be a copy of the most recent notice to the bargaining unit member from STRS specifying total service credit and a resignation to be accepted by the Board by March 31 contingent upon acceptance of the applying bargaining unit member by the Board into this retirement plan.

3. Payment

- a. Effective with a retirement during or at the end of the 2015-16 school year, for bargaining unit members with not more than 31.99 years of service, payment shall be in the amount of \$30,000. For these bargaining unit members age fifty-four (54) and younger, payment will be made in two (2) equal installments, September 5 and January 5 following retirement, and payment may be made into an annuity in keeping with applicable IRS regulations. For these bargaining unit members age fifty-five (55) and older, payments shall be made under an IRS 403 Accumulated Leave Plan, pursuant to Section (I)(4), above.
- b. Effective with a retirement during or at the end of the 2016-17 school year, for bargaining unit members with not more than 31.99 years of service, payment shall be in the amount of \$24,000. For these bargaining unit members age fifty-four (54) and younger, payment will be made in two (2) equal installments, September 5 and January 5 following retirement, and payment may be made into an annuity in keeping with applicable IRS regulations. For these bargaining unit members age fifty-five (55) and older, payments shall be made under an IRS 403 Accumulated Leave Plan, pursuant to Section (I)(4), above.

- c. Effective with a retirement during or at the end of the 2017-18 school year, for bargaining unit members with not more than 32.99 years of service, payment shall be in the amount of \$18,000. For these bargaining unit members age fifty-four (54) and younger, payment will be made in two (2) equal installments, September 5 and January 5 following retirement, and payment may be made into an annuity in keeping with applicable IRS regulations. For these bargaining unit members age fifty-five (55) and older, payments shall be made under an IRS 403 Accumulated Leave Plan, pursuant to Section (1)(4), above.

4. Restrictions

- a. A bargaining unit member may receive this benefit only once and may not receive the benefit while on an STRS disability retirement leave of absence. Applications will be processed in the order of District seniority until a limit of ten (10) has been reached, provided that any bargaining unit member who would lose eligibility under paragraph (1)(c) above shall be given first preference. The Board may elect to fund more than ten (10) bargaining unit members in any year.
- b. Bargaining unit members who are eligible to retire after July 1, 2000 may take this option at the end of the first year in which they reach thirty (30) years of service credit as determined by STRS. Bargaining unit members who meet the other eligibility requirements of STRS may submit resignations by the dates indicated above during any year, however, they must resign no later than the end of the thirty-second (32nd) year of service to be eligible for a retirement benefit herein.

**N. Payment for Educational Option Instructional Plans or Independent Study**

No teacher shall be required to provide educational option instruction or independent study.

**O. LPDC Stipends**

The LPDC members shall be paid as follows:

Chair	\$300 per meeting for an annual Maximum Amount of \$4,500.
Other Members	\$250 per meeting for an annual Maximum Amount of \$3,750.

**P. High School and Middle School Stipend**

A high school teacher and/or middle school teacher who is assigned to teach a sixth (6th) period of students for one semester or more shall be paid an additional \$3,000 per semester for the 2015-16 school year.

**Q. Nonresident Student Tuition**

Bargaining unit members living outside the District may elect to have their children attend Bexley Schools by filing written notice with the Superintendent at a cost per student equal to the state formula tuition rate, minus \$2,000. Currently, Kindergarten students pay 1/2 of the tuition rate, minus \$1,000. The students shall be accepted and assigned by the Superintendent on a space available basis.

**R. Renewal of Licenses**

The Board shall pay each bargaining unit member on the payroll on October 1, 2015 a one-time payment of \$200 in recognition of teacher costs for renewal of licenses from time to time, to be paid in the second pay of October.

**ARTICLE XIII  
EMPLOYMENT OF PREVIOUSLY RETIRED TEACHERS**

- A.** The Board may fill any certified vacancy with a previously retired certificated/licensed applicant (PRT) subject to the conditions provided below.
- B.** PRTs shall be awarded one to three-year contracts of employment that shall automatically expire at the end of the school year indicated on the contract without requirement for any performance evaluation and without any notice of non-renewal.
- C.** PRTs may be re-employed from year to year or for multiple years with Board approval, but shall not be eligible for continuing contract status. If rehired for the following year(s), the PRT shall move to the next longevity step on the salary schedule column, subject to (G) below.
- D.** For purposes of Reduction in Force, PRTs shall not accrue seniority and shall have no right of recall. The Board will not employ a PRT for a position for which a teacher with recall rights has proper licensure.
- E.** PRTs are eligible for sick leave accumulation. PRTs shall not carry over any accumulated and unused sick leave from any prior public employment.

- F. PRTs shall not be eligible to participate in a contractual retirement incentive program, if any, but will be eligible for severance pay upon separation from employment for unused sick leave at the rate of ten percent (10%).
- G. Prior employment in the District is no guarantee of post-retirement employment or a particular assignment, if hired.
- H. For purposes of salary schedule placement, a previously retired teacher may be granted up to ten (10) years' service credit upon initial reemployment, but the Board may elect to place a PRT on a higher years' service credit if it is to the advantage of the Board to attract such individual to the District. If rehired for the following year, the teacher shall move to the next longevity step on the salary schedule column. PRTs will be credited with all earned training and degrees for column placement purposes.
- I. Rehired retirees shall not be entitled to participate in the District's group insurance plans. However, to the extent that rehired retirees are not eligible for primary coverage under a STRS health benefits plan, they will be eligible to enroll in the District's health benefits plan on the same terms as other bargaining unit members.
- J. Tuition reimbursement will not be provided to PRTs.
- K. PRTs will be entitled to all other contract benefits available to bargaining unit members unless otherwise limited by the specific provisions of this Article.
- L. All PRTs currently employed by the District as of June 1, 2006 will continue with the contract agreement that was established with them by the Board. Their current contract will not be limited by any items in this Article.

**ARTICLE XIV  
EFFECTS OF AGREEMENT**

- A. This Agreement represents the full understanding and commitment between the parties and replaces all previous agreements. This Agreement may be added to, deleted from, or otherwise changed by an agreement properly signed by each party.
- B. The Bexley Board of Education shall change its personnel policies and practices as may be necessary in order to give full force and effect to this Agreement. Should there be a conflict between this Agreement and any such policy or practice(s) then the terms of this Agreement shall prevail.

- C.** The printing and distribution of the Master Contract shall be done by the Bexley Education Association. The Board shall equally share the cost of such printing. The President of the BEA shall be provided with twenty-five (25) copies of the booklet. A copy of the Master Contract shall also be furnished to all new bargaining unit members upon employment by the Board of Education at the Board's expense.
- D.** Except as otherwise specifically provided, this contract shall be effective from July 1, 2015 through June 30, 2018.
- E.** The parties acknowledge that during the negotiations, which resulted in this contract, each had the opportunity to make proposals, and the understandings and agreements arrived at by the parties after the exercise of that opportunity are set forth in this contract. Therefore, for the life of this contract, the Board and the Association each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter covered in this contract.
- F.** The Board may make decisions within the scope of its management rights without prior negotiations with, or agreement of, the Association. However, the Board is required to give notice and the opportunity to bargain about the impact of management decisions on the wages, hours, terms and conditions of employment of employees in the unit.

IN WITNESS WHEREOF, we affix our signatures on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**BEXLEY EDUCATION ASSOCIATION**

[Signature] 8-20-15  
President Date

David Schottner 8-20-15  
Negotiating Team Member Date

[Signature] 8/20/15  
Negotiating Team Member Date

[Signature] 8/24/15  
Negotiating Team Member Date

Mark E. Lunde 8/24/2015  
OEA Labor Relations Consultant Date

**BEXLEY CITY SCHOOL DISTRICT BOARD OF EDUCATION**

[Signature] 8.20.15  
President Date

[Signature] 8-20-15  
Superintendent/designee Date

[Signature]  
Treasurer Date

\*Ratified by the Bexley Education Association on MAY 11, 2015 and approved by the Board of Education on MAY 11, 2015.

**LEAVE FORM**  
 "Certificate of Absence"

When a staff member is absent due to any reason, it is necessary to file this "Certificate of Absence" with his/her principal or supervisor in accordance with the Master Agreement on that leave. The appropriate copies of this form must be forwarded to the Treasurer by the first day of the month following the absence.

NAME \_\_\_\_\_ DATE SUBMITTED \_\_\_\_\_

BUILDING \_\_\_\_\_

All day(s) must be reported in whole or half days(s). Sick days for BEA and non-represented staff in quarter days.

REASON CODES

30	Sick Leave – Personal Illness
31	Sick Leave – Family Illness *
34	Sick Leave – Death in Family *
32	Vacation
35	Jury Duty
38	Personal Leave

40	Religious Leave
41	Leave Without Pay
42	Child Care Leave
43	Association Leave
44	Other _____
45	Professional Leave
	_____ Part A (BEA Mandatory)
	_____ Part B (Permissive)

\*\_Relationship

PLEASE LIST DATES SEPARATELY

Date Absent	Reason Number Code	Date of Days	Reason	Date Absent	Number Code	of Days
___/___/___	_____	_____		___/___/___	_____	_____
___/___/___	_____	_____		___/___/___	_____	_____
___/___/___	_____	_____		___/___/___	_____	_____
___/___/___	_____	_____		___/___/___	_____	_____
___/___/___	_____	_____		___/___/___	_____	_____

ACKNOWLEDGEMENT/APPROVAL:

\_\_\_\_\_  
Principal/Supervisor

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Central Office

\_\_\_\_\_  
Date

Falsification of this statement is grounds  
for suspension or termination.

WHITE – PAYROLL  
FORM BEX010  
form 2011

YELLOW – SUPERVISOR

PINK – EMPLOYEE  
shared/payroll/leave

GRIEVANCE REPORT FORM

Grievance # \_\_\_\_\_

Name of Grievant: \_\_\_\_\_

Building: \_\_\_\_\_

A. Date of Occurrence: \_\_\_\_\_

B. Statement of Grievance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C. Article and Section alleged to be violated: \_\_\_\_\_  
\_\_\_\_\_

D. Relief Sought: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Association President

\_\_\_\_\_  
Date

STEP ONE  
(Immediate Supervisor)

Principal \_\_\_\_\_

Date Filed \_\_\_\_\_

Disposition of Supervisor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Supervisor

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

STEP TWO  
(Superintendent)

Superintendent \_\_\_\_\_

Date Filed \_\_\_\_\_

Disposition of Superintendent: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent

\_\_\_\_\_  
Date

STEP THREE  
(Request for Arbitration)

The Bexley Education Association requests arbitration of this grievance.

\_\_\_\_\_  
Association Representative

\_\_\_\_\_  
Date

Association request for arbitration received by the Superintendent's office on

\_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Superintendent/Designee

**BEXLEY CITY SCHOOL DISTRICT  
TEACHER SALARY SCHEDULE  
2015/16 - 1% base - Add Step 29**

	YEAR	BA	BA15	BA-150	MA	MA+15	MA+30	MA+45	PHD
salary	0	37,301	39,166	41,031	42,896	44,761	46,626	48,491	50,356
index		1.0000	1.0500	1.1000	1.1500	1.2000	1.2500	1.3000	1.3500
salary	1	40,184	42,049	43,914	45,780	47,645	49,510	51,375	53,240
index		1.0773	1.1273	1.1773	1.2273	1.2773	1.3273	1.3773	1.4273
salary	2	43,064	44,929	46,794	48,659	50,524	52,389	54,254	56,119
index		1.1545	1.2045	1.2545	1.3045	1.3545	1.4045	1.4545	1.5045
salary	3	45,947	47,812	49,677	51,543	53,408	55,273	57,138	59,003
index		1.2318	1.2818	1.3318	1.3818	1.4318	1.4818	1.5318	1.5818
salary	4	48,458	50,323	52,188	54,053	55,918	57,783	59,648	61,513
index		1.2991	1.3491	1.3991	1.4491	1.4991	1.5491	1.5991	1.6491
salary	5	51,192	53,057	54,922	56,787	58,652	60,517	62,382	64,247
index		1.3724	1.4224	1.4724	1.5224	1.5724	1.6224	1.6724	1.7224
salary	6	53,713	55,578	57,444	59,309	61,174	63,039	64,904	66,769
index		1.44	1.49	1.54	1.59	1.64	1.69	1.74	1.79
salary	7	56,362	58,227	60,092	61,957	63,822	65,687	67,552	69,417
index		1.511	1.561	1.611	1.661	1.711	1.761	1.811	1.861
salary	8	58,936	60,801	62,666	64,531	66,396	68,261	70,126	71,991
index		1.5800	1.6300	1.6800	1.7300	1.7800	1.8300	1.8800	1.9300
salary	9	61,547	63,412	65,277	67,142	69,007	70,872	72,737	74,602
index		1.6500	1.7000	1.7500	1.8000	1.8500	1.9000	1.9500	2.0000
salary	10	64,531	66,396	68,261	70,126	71,991	73,856	75,721	77,586
index		1.7300	1.7800	1.8300	1.8800	1.9300	1.9800	2.0300	2.0800
salary	11	68,261	70,126	71,991	73,856	75,721	77,586	79,451	81,316
index		1.8300	1.8800	1.9300	1.9800	2.0300	2.0800	2.1300	2.1800
salary	12	69,007	70,872	72,737	74,602	76,467	78,332	80,197	82,062
index		1.8500	1.9000	1.9500	2.0000	2.0500	2.1000	2.1500	2.2000
salary	13	70,126	71,991	73,856	75,721	77,586	79,451	81,316	83,181
index		1.8800	1.9300	1.9800	2.0300	2.0800	2.1300	2.1800	2.2300
salary	14	70,872	72,737	74,602	76,467	78,332	80,197	82,062	83,927
index		1.9000	1.9500	2.0000	2.0500	2.1000	2.1500	2.2000	2.2500
salary	15	73,856	75,721	77,586	79,451	81,316	83,181	85,046	86,911
index		1.9800	2.0300	2.0800	2.1400	2.1900	2.2400	2.2900	2.3400
salary	16	74,229	76,094	77,959	79,824	81,689	83,554	85,419	87,284
index		1.9900	2.0400	2.0900	2.1500	2.2000	2.2500	2.3000	2.3500
salary	17	74,602	76,467	78,332	80,197	82,062	83,927	85,792	87,657
index		2.0000	2.0500	2.1000	2.1600	2.2100	2.2600	2.3100	2.3600
salary	18	76,094	77,959	79,824	81,689	83,554	85,419	87,284	89,149
index		2.0400	2.0900	2.1400	2.2000	2.2600	2.3100	2.3600	2.4100
salary	20	76,840	78,705	80,570	82,435	84,300	86,165	88,030	89,895
index		2.0600	2.1100	2.1600	2.2200	2.2800	2.3400	2.4000	2.4600
salary	21	77,959	79,824	81,689	83,554	85,419	87,284	89,149	91,014
index		2.0900	2.1400	2.1900	2.2500	2.3100	2.3700	2.4300	2.4900
salary	24	79,078	80,943	82,808	84,673	86,538	88,403	90,268	92,133
index		2.1200	2.1700	2.2200	2.2800	2.3400	2.4000	2.4600	2.5200
salary	27	80,570	82,435	84,300	86,165	88,030	89,895	91,760	93,625
index		2.1600	2.2200	2.2700	2.3300	2.3900	2.4500	2.5100	2.5700
salary	29	82,808	84,673	86,538	88,403	90,268	92,133	93,998	95,863
index		2.2200	2.2800	2.3300	2.3900	2.4500	2.5100	2.5700	2.6300

All BEA teachers start at BA-2 yrs salary if at BA-0,BA-1,BA15-0,BA15-1,BA150-0 or MA-0

**BEXLEY CITY SCHOOL DISTRICT  
TEACHER SALARY SCHEDULE  
2016/17 - 1% base**

	<b>YEAR</b>	<b>BA</b>	<b>BA15</b>	<b>BA-150</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+45</b>	<b>PHD</b>
<b>salary</b>	<b>0</b>	<b>37,674</b>	<b>39,558</b>	<b>41,441</b>	<b>43,325</b>	<b>45,209</b>	<b>47,093</b>	<b>48,976</b>	<b>50,860</b>
index		1.0000	1.0500	1.1000	1.1500	1.2000	1.2500	1.3000	1.3500
<b>salary</b>	<b>1</b>	<b>40,586</b>	<b>42,470</b>	<b>44,354</b>	<b>46,237</b>	<b>48,121</b>	<b>50,005</b>	<b>51,888</b>	<b>53,772</b>
index		1.0773	1.1273	1.1773	1.2273	1.2773	1.3273	1.3773	1.4273
<b>salary</b>	<b>2</b>	<b>43,495</b>	<b>45,378</b>	<b>47,262</b>	<b>49,146</b>	<b>51,029</b>	<b>52,913</b>	<b>54,797</b>	<b>56,681</b>
index		1.1545	1.2045	1.2545	1.3045	1.3545	1.4045	1.4545	1.5045
<b>salary</b>	<b>3</b>	<b>46,407</b>	<b>48,291</b>	<b>50,174</b>	<b>52,058</b>	<b>53,942</b>	<b>55,825</b>	<b>57,709</b>	<b>59,593</b>
index		1.2318	1.2818	1.3318	1.3818	1.4318	1.4818	1.5318	1.5818
<b>salary</b>	<b>4</b>	<b>48,942</b>	<b>50,826</b>	<b>52,710</b>	<b>54,593</b>	<b>56,477</b>	<b>58,361</b>	<b>60,244</b>	<b>62,128</b>
index		1.2991	1.3491	1.3991	1.4491	1.4991	1.5491	1.5991	1.6491
<b>salary</b>	<b>5</b>	<b>51,704</b>	<b>53,587</b>	<b>55,471</b>	<b>57,355</b>	<b>59,239</b>	<b>61,122</b>	<b>63,006</b>	<b>64,890</b>
index		1.3724	1.4224	1.4724	1.5224	1.5724	1.6224	1.6724	1.7224
<b>salary</b>	<b>6</b>	<b>54,251</b>	<b>56,134</b>	<b>58,018</b>	<b>59,902</b>	<b>61,785</b>	<b>63,669</b>	<b>65,553</b>	<b>67,436</b>
index		1.44	1.49	1.54	1.59	1.64	1.69	1.74	1.79
<b>salary</b>	<b>7</b>	<b>56,925</b>	<b>58,809</b>	<b>60,693</b>	<b>62,577</b>	<b>64,460</b>	<b>66,344</b>	<b>68,228</b>	<b>70,111</b>
index		1.511	1.561	1.611	1.661	1.711	1.761	1.811	1.861
<b>salary</b>	<b>8</b>	<b>59,525</b>	<b>61,409</b>	<b>63,292</b>	<b>65,176</b>	<b>67,060</b>	<b>68,943</b>	<b>70,827</b>	<b>72,711</b>
index		1.5800	1.6300	1.6800	1.7300	1.7800	1.8300	1.8800	1.9300
<b>salary</b>	<b>9</b>	<b>62,162</b>	<b>64,046</b>	<b>65,930</b>	<b>67,813</b>	<b>69,697</b>	<b>71,581</b>	<b>73,464</b>	<b>75,348</b>
index		1.6500	1.7000	1.7500	1.8000	1.8500	1.9000	1.9500	2.0000
<b>salary</b>	<b>10</b>	<b>65,176</b>	<b>67,060</b>	<b>68,943</b>	<b>70,827</b>	<b>72,711</b>	<b>74,595</b>	<b>76,478</b>	<b>78,362</b>
index		1.7300	1.7800	1.8300	1.8800	1.9300	1.9800	2.0300	2.0800
<b>salary</b>	<b>11</b>	<b>68,943</b>	<b>70,827</b>	<b>72,711</b>	<b>74,595</b>	<b>76,478</b>	<b>78,362</b>	<b>80,246</b>	<b>82,129</b>
index		1.8300	1.8800	1.9300	1.9800	2.0300	2.0800	2.1300	2.1800
<b>salary</b>	<b>12</b>	<b>69,697</b>	<b>71,581</b>	<b>73,464</b>	<b>75,348</b>	<b>77,232</b>	<b>79,115</b>	<b>80,999</b>	<b>82,883</b>
index		1.8500	1.9000	1.9500	2.0000	2.0500	2.1000	2.1500	2.2000
<b>salary</b>	<b>13</b>	<b>70,827</b>	<b>72,711</b>	<b>74,595</b>	<b>76,478</b>	<b>78,362</b>	<b>80,246</b>	<b>82,129</b>	<b>84,013</b>
index		1.8800	1.9300	1.9800	2.0300	2.0800	2.1300	2.1800	2.2300
<b>salary</b>	<b>14</b>	<b>71,581</b>	<b>73,464</b>	<b>75,348</b>	<b>77,232</b>	<b>79,115</b>	<b>80,999</b>	<b>82,883</b>	<b>84,767</b>
index		1.9000	1.9500	2.0000	2.0500	2.1000	2.1500	2.2000	2.2500
<b>salary</b>	<b>15</b>	<b>74,595</b>	<b>76,478</b>	<b>78,362</b>	<b>80,246</b>	<b>82,130</b>	<b>84,014</b>	<b>85,898</b>	<b>87,782</b>
index		1.9800	2.0300	2.0800	2.1400	2.1900	2.2400	2.2900	2.3400
<b>salary</b>	<b>16</b>	<b>74,971</b>	<b>76,855</b>	<b>78,739</b>	<b>80,623</b>	<b>82,507</b>	<b>84,391</b>	<b>86,275</b>	<b>88,159</b>
index		1.9900	2.0400	2.0900	2.1500	2.2000	2.2500	2.3000	2.3500
<b>salary</b>	<b>17</b>	<b>75,348</b>	<b>77,232</b>	<b>79,116</b>	<b>81,000</b>	<b>82,884</b>	<b>84,768</b>	<b>86,652</b>	<b>88,536</b>
index		2.0000	2.0500	2.1000	2.1600	2.2100	2.2600	2.3100	2.3600
<b>salary</b>	<b>18</b>	<b>76,855</b>	<b>78,739</b>	<b>80,623</b>	<b>82,507</b>	<b>84,391</b>	<b>86,275</b>	<b>88,159</b>	<b>90,043</b>
index		2.0400	2.0900	2.1400	2.2000	2.2500	2.3000	2.3500	2.4000
<b>salary</b>	<b>20</b>	<b>77,608</b>	<b>79,492</b>	<b>81,376</b>	<b>83,260</b>	<b>85,144</b>	<b>87,028</b>	<b>88,912</b>	<b>90,796</b>
index		2.0600	2.1100	2.1600	2.2200	2.2700	2.3200	2.3700	2.4200
<b>salary</b>	<b>21</b>	<b>78,739</b>	<b>80,623</b>	<b>82,507</b>	<b>84,391</b>	<b>86,275</b>	<b>88,159</b>	<b>90,043</b>	<b>91,927</b>
index		2.0900	2.1400	2.1900	2.2400	2.2900	2.3400	2.3900	2.4400
<b>salary</b>	<b>24</b>	<b>79,869</b>	<b>81,753</b>	<b>83,637</b>	<b>85,521</b>	<b>87,405</b>	<b>89,289</b>	<b>91,173</b>	<b>93,057</b>
index		2.1200	2.1700	2.2200	2.2700	2.3200	2.3700	2.4200	2.4700
<b>salary</b>	<b>27</b>	<b>81,376</b>	<b>83,260</b>	<b>85,144</b>	<b>87,028</b>	<b>88,912</b>	<b>90,796</b>	<b>92,680</b>	<b>94,564</b>
index		2.1600	2.2100	2.2600	2.3100	2.3600	2.4100	2.4600	2.5100
<b>salary</b>	<b>29</b>	<b>83,636</b>	<b>85,520</b>	<b>87,404</b>	<b>89,288</b>	<b>91,172</b>	<b>93,056</b>	<b>94,940</b>	<b>96,824</b>
index		2.2200	2.2700	2.3200	2.3700	2.4200	2.4700	2.5200	2.5700

All BEA teachers start at BA-2 yrs salary if at BA-0,BA-1,BA15-0,BA15-1,BA150-0 or MA-0

## BEXLEY CITY SCHOOL DISTRICT

### TEACHER SALARY SCHEDULE

2017/18 - 1.00% base

	YEAR	BA	BA15	BA-150	MA	MA+15	MA+30	MA+45	PHD
salary	0	38,050	39,953	41,855	43,758	45,660	47,563	49,465	51,368
index		1.0000	1.0500	1.1000	1.1500	1.2000	1.2500	1.3000	1.3500
salary	1	40,991	42,894	44,796	46,699	48,601	50,504	52,406	54,309
index		1.0773	1.1273	1.1773	1.2273	1.2773	1.3273	1.3773	1.4273
salary	2	43,929	45,831	47,734	49,636	51,539	53,441	55,344	57,246
index		1.1545	1.2045	1.2545	1.3045	1.3545	1.4045	1.4545	1.5045
salary	3	46,870	48,772	50,675	52,577	54,480	56,382	58,285	60,187
index		1.2318	1.2818	1.3318	1.3818	1.4318	1.4818	1.5318	1.5818
salary	4	49,811	51,713	53,616	55,518	57,421	59,323	61,226	63,128
index		1.2991	1.3491	1.3991	1.4491	1.4991	1.5491	1.5991	1.6491
salary	5	52,752	54,654	56,557	58,459	60,362	62,264	64,167	66,069
index		1.3724	1.4224	1.4724	1.5224	1.5724	1.6224	1.6724	1.7224
salary	6	55,693	57,595	59,498	61,400	63,303	65,205	67,108	69,010
index		1.44	1.49	1.54	1.59	1.64	1.69	1.74	1.79
salary	7	58,634	60,536	62,439	64,341	66,244	68,146	70,049	71,951
index		1.511	1.561	1.611	1.661	1.711	1.761	1.811	1.861
salary	8	61,575	63,477	65,380	67,282	69,185	71,087	72,990	74,892
index		1.5800	1.6300	1.6800	1.7300	1.7800	1.8300	1.8800	1.9300
salary	9	64,516	66,418	68,321	70,223	72,126	74,028	75,931	77,833
index		1.6500	1.7000	1.7500	1.8000	1.8500	1.9000	1.9500	2.0000
salary	10	67,457	69,359	71,262	73,164	75,067	76,969	78,872	80,774
index		1.7300	1.7800	1.8300	1.8800	1.9300	1.9800	2.0300	2.0800
salary	11	70,398	72,300	74,203	76,105	78,008	79,910	81,813	83,715
index		1.8300	1.8800	1.9300	1.9800	2.0300	2.0800	2.1300	2.1800
salary	12	73,339	75,241	77,144	79,046	80,949	82,851	84,754	86,656
index		1.8500	1.9000	1.9500	2.0000	2.0500	2.1000	2.1500	2.2000
salary	13	76,280	78,182	80,085	81,987	83,890	85,792	87,695	89,597
index		1.8800	1.9300	1.9800	2.0300	2.0800	2.1300	2.1800	2.2300
salary	14	79,221	81,123	83,026	84,928	86,831	88,733	90,636	92,538
index		1.9000	1.9500	2.0000	2.0500	2.1000	2.1500	2.2000	2.2500
salary	15	82,162	84,064	85,967	87,869	89,772	91,674	93,577	95,479
index		1.9800	2.0300	2.0800	2.1400	2.1900	2.2400	2.2900	2.3400
salary	16	85,103	87,005	88,908	90,810	92,713	94,615	96,518	98,420
index		1.9900	2.0400	2.0900	2.1500	2.2000	2.2500	2.3000	2.3500
salary	17	88,044	90,146	92,249	94,351	96,454	98,556	100,659	102,761
index		2.0000	2.0500	2.1000	2.1600	2.2100	2.2600	2.3100	2.3600
salary	18	90,985	93,087	95,190	97,292	99,395	101,497	103,600	105,702
index		2.0400	2.0900	2.1400	2.2000	2.2600	2.3100	2.3600	2.4100
salary	20	96,866	99,168	101,470	103,772	106,074	108,376	110,678	112,980
index		2.0600	2.1100	2.1600	2.2028	2.2533	2.3038	2.3543	2.4048
salary	21	99,807	102,209	104,611	107,013	109,415	111,817	114,219	116,621
index		2.0900	2.1400	2.1900	2.2331	2.2836	2.3341	2.3846	2.4351
salary	24	105,688	108,290	110,892	113,494	116,096	118,698	121,300	123,902
index		2.1200	2.1700	2.2200	2.2634	2.3139	2.3644	2.4149	2.4654
salary	27	111,569	114,371	117,173	120,075	122,977	125,879	128,781	131,683
index		2.1600	2.2200	2.2700	2.3240	2.3745	2.4250	2.4755	2.5260
salary	29	117,450	120,452	123,454	126,456	129,458	132,460	135,462	138,464
index		2.2200	2.2800	2.3300	2.3805	2.4310	2.4815	2.5320	2.5825

All BEA teachers start at BA-2 yrs salary if at BA-0,BA-1,BA15-0,BA15-1,BA150 -0 or MA-0

**BEXLEY CITY SCHOOL DISTRICT  
SUPPLEMENTAL CONTRACTS  
Effective July 1, 2015, July 2016, July 2017**

**K. Supplemental Salaries**

(Based on BA 0 level for year listed)

**1 Athletic Supplemental Salary Schedule - School Year**

		<u>Index</u>	<u>7/1/2015</u>	<u>7/1/2016</u>	<u>7/1/2017</u>	
<b><u>Class I</u></b>	Start	0.07	2,611	2,637	2,664	
H.S.	Cheerleader Coach - Fall	4th Yr.	0.09	3,357	3,391	3,425
H.S.	Cheerleader Coach - Winter	7th Yr.	0.11	4,103	4,144	4,186
H.S.	Golf / Tennis	10th Yr.	0.13	4,849	4,898	4,947
H.S.	Weight Training Supervisor					
<b><u>Class II</u></b>	Start	0.10	3,730	3,767	3,805	
H.S.	Baseball / Softball	4th Yr.	0.12	4,476	4,521	4,566
H.S.	Cross Country / Track	7th Yr.	0.14	5,222	5,274	5,327
H.S.	Field Hockey / Soccer	10th Yr.	0.16	5,968	6,028	6,088
H.S.	Swimming / Volleyball					
H.S.	Wrestling					
<b><u>Class III</u></b>	Start	0.13	4,849	4,898	4,947	
H.S.	Basketball	4th Yr.	0.16	5,968	6,028	6,088
H.S.	Football	7th Yr.	0.19	7,087	7,158	7,230
H.S.	Athletic Trainer	10th Yr.	0.21	7,833	7,912	7,991

**NOTE:**

All High School assistant coaches shall be paid at 75% of total.

- V. All head coaches of 7th and 8th grade programs shall be paid at 75% of total.  
Assistant M.S. Coaches such as football assistant shall be paid 56.25% of total.

**K. Supplemental Salaries -****2 Athletic Supplemental Salary Schedule - Summer**

The Summer Supplemental Salary Schedule is for teams approved by the Ohio High School Athletic Association to conduct practice sessions for a minimum of ten (10) days in the summer. The salary and step is based on the following year.

Example - Summer of 2015 uses salary effective for the 15/16 year and the step for the 15/16 year.

		<u>Index</u>	<u>6/1/2015</u>	<u>6/1/2016</u>	<u>6/1/2017</u>	
<b><u>Class I</u></b>	Start	0.0070	261	264	266	
H.S.	Cheerleader Coach - Fall	4th Yr.	0.0090	336	339	342
H.S.	Cheerleader Coach - Winter	7th Yr.	0.0110	410	414	419
H.S.	Golf / Tennis	10th Yr.	0.0130	485	490	495
H.S.	Weight Training Supervisor					
<b><u>Class II</u></b>	Start	0.0100	373	377	381	
H.S.	Baseball / Softball	4th Yr.	0.0120	448	452	457
H.S.	Cross Country / Track	7th Yr.	0.0140	522	527	533
H.S.	Field Hockey / Soccer	10th Yr.	0.0160	597	603	609

H.S.	Swimming / Volleyball					
H.S.	Wrestling					
<b><u>Class III</u></b>		Start	0.0130	485	490	495
H.S.	Basketball	4th Yr.	0.0160	597	603	609
H.S.	Football	7th Yr.	0.0190	709	716	723
H.S.	Athletic Trainer	10th Yr.	0.0210	783	791	799

**NOTE:** All High School assistant coaches shall be paid at 75% of total.  
All head coaches of 7th and 8th grade programs shall be paid at 75% of total.  
Assistant M.S. Coaches such as football assistant shall be paid 56.25% of total.

**K. Supplemental Salaries -  
3 Academic Supplements Schedule  
ELEMENTARY**

		<u>Index</u>	<u>7/1/2015</u>	<u>7/1/2016</u>	<u>7/1/2017</u>	
<b><u>Class I</u></b>	na	Start	0.10	3,730	3,767	3,805
		4th Yr.	0.12	4,476	4,521	4,566
		7th Yr.	0.14	5,222	5,274	5,327
		10th Yr.	0.15	5,595	5,651	5,708
<b><u>Class II</u></b>		Start	0.07	2,611	2,637	2,664
	Grade Level Chairs including Elementary Special Education Technology Advisor	4th Yr.	0.09	3,357	3,391	3,425
		7th Yr.	0.11	4,103	4,144	4,186
		10th Yr.	0.12	4,476	4,521	4,566
<b><u>Class III</u></b>		Start	0.05	1,865	1,884	1,903
	Safety Patrol	4th Yr.	0.07	2,611	2,637	2,664
	Student Council	7th Yr.	0.09	3,357	3,391	3,425
	News Show Coordinator	10th Yr.	0.10	3,730	3,767	3,805
<b><u>Class IV</u></b>		Start	0.03	1,119	1,130	1,142
	AdvancED School Improvement Chair	4th Yr.	0.05	1,865	1,884	1,903
	Elementary Theater Production Support	7th Yr.	0.08	2,984	3,014	3,044
		10th Yr.	0.09	3,357	3,391	3,425
<b><u>Class V</u></b>	na	Start	0.01	373	377	381
		4th Yr.	0.02	746	753	761
		7th Yr.	0.03	1,119	1,130	1,142
<b><u>Class VI</u></b>		Start	0.01	373	377	381
	Elem. All-City Orchestra Director	4th Yr.	0.01	448	452	457
		7th Yr.	0.01	485	490	495
<b>MIDDLE SCHOOL</b>						
<b><u>Class I</u></b>	na	Start	0.10	3,730	3,767	3,805
		4th Yr.	0.12	4,476	4,521	4,566
		7th Yr.	0.14	5,222	5,274	5,327
		10th Yr.	0.15	5,595	5,651	5,708
<b><u>Class II</u></b>	Team Leaders Technology Advisor	Start	0.07	2,611	2,637	2,664
		4th Yr.	0.09	3,357	3,391	3,425
		7th Yr.	0.11	4,103	4,144	4,186
		10th Yr.	0.12	4,476	4,521	4,566
<b><u>Class III</u></b>	Yearbook / Newspaper	Start	0.05	1,865	1,884	1,903

	Choral	4th Yr.	0.07	2,611	2,637	2,664
	Drama 4 @ 0.5 FTE)	7th Yr.	0.09	3,357	3,391	3,425
	Camp Director & Staff = 1FTE Job Desc. 601,602,602.1 &.2	10th Yr.	0.10	3,730	3,767	3,805
	Student Council					
<b><u>Class IV</u></b>	AdvancED School Improvement Chair	Start	0.03	1,119	1,130	1,142
		4th Yr.	0.05	1,865	1,884	1,903
		7th Yr.	0.08	2,984	3,014	3,044
		10th Yr.	0.09	3,357	3,391	3,425
<b><u>Class V</u></b>	Robotics Club	Start	0.01	373	377	381
		4th Yr.	0.02	746	753	761
		7th Yr.	0.03	1,119	1,130	1,142
<b><u>Class VI</u></b>	Math Counts	Start	0.01	373	377	381
	Action and Service Advisor	4th Yr.	0.01	448	452	457
		7th Yr.	0.01	485	490	495

<b>K. Supplemental Salaries -</b>						
<b>3 Academic Supplements Schedule</b>						
<b>HIGH SCHOOL</b>			<b>Index</b>	<b>7/1/2015</b>	<b>7/1/2016</b>	<b>7/1/2017</b>
<b><u>Class I</u></b>	Newspaper	Start	0.10	3,730	3,767	3,805
	Yearbook	4th Yr.	0.12	4,476	4,521	4,566
	Marching Band Head Director	7th Yr.	0.14	5,222	5,274	5,327
		10th Yr.	0.15	5,595	5,651	5,708
<b><u>Class II</u></b>	Department Chair	Start	0.07	2,611	2,637	2,664
	In - the - Know	4th Yr.	0.09	3,357	3,391	3,425
	Orchestra / Choral	7th Yr.	0.11	4,103	4,144	4,186
	Technology Advisor	10th Yr.	0.12	4,476	4,521	4,566
	Fall Choral Accompanist					
	Winter Choral Accompanist					
	Spring Choral Accompanist					
	Leadership Program					
<b><u>Class III</u></b>	Lamplighter Advisor	Start	0.05	1,865	1,884	1,903
	H.S. Theater Production Support	4th Yr.	0.07	2,611	2,637	2,664
	Student Council	7th Yr.	0.09	3,357	3,391	3,425
	Senior Project Coordinator	10th Yr.	0.10	3,730	3,767	3,805
	Speech / Debate = 2FTE					
	Marching Band Assistant Director					
	Jazz Band					
<b><u>Class IV</u></b>	Summer Strings Camp	Start	0.03	1,119	1,130	1,142
	Art Club	4th Yr.	0.05	1,865	1,884	1,903
	Cum Laude Society (0.5)	7th Yr.	0.08	2,984	3,014	3,044
	National Honor Society (0.5)	10th Yr.	0.09	3,357	3,391	3,425
	Environmental Club					
	AdvancED School Improvement Chair					
	Robotics Club 0.75FTE					
	Class Advisor 12 grade (0.5)					
	Class Advisor 11 grade (0.5)					
	Class Advisor 10th grade (0.5)					
	Class Advisor 9 grade (0.5)					
	Concert Band Head Director					
<b><u>Class V</u></b>	Concert Band Assistant Director	Start	0.01	373	377	381
		4th Yr.	0.02	746	753	761
		7th Yr.	0.03	1,119	1,130	1,142
<b><u>Class VI</u></b>	Club Advisor with	Start	0.01	373	377	381
	Board approval	4th Yr.	0.01	448	452	457
	Key Club	7th Yr.	0.01	485	490	495
	Students for an equal society					

<b><u>DISTRICT WIDE</u></b>		<b><u>Index</u></b>	<b><u>7/1/2015</u></b>	<b><u>7/1/2016</u></b>	<b><u>7/1/2017</u></b>	
<b><u>Class I</u></b>	Chair, Int'l Multicultural	Start	0.10	3,730	3,767	3,805
	Coordinator	4th Yr.	0.12	4,476	4,521	4,566
	Chair School Climate	7th Yr.	0.14	5,222	5,274	5,327
		10th Yr.	0.15	5,595	5,651	5,708
<b><u>Class II</u></b>	Area Coordinator	Start	0.07	2,611	2,637	2,664
	Curriculum Development	4th Yr.	0.09	3,357	3,391	3,425
	Building, Int'l Multicultural	7th Yr.	0.11	4,103	4,144	4,186
	Coordinator	10th Yr.	0.12	4,476	4,521	4,566
	Building School Climate					

**BEXLEY CITY SCHOOL DISTRICT  
SUPPLEMENTAL CONTRACTS**

Effective July 1, 2015, July 2016, July 2017

**Supplemental Salaries HS ASSISTANT AND HEAD MIDDLE  
SCHOOL @75%**

**K.**

(Based on BA 0 level for year listed)

**1**

**Athletic Supplemental Salary Schedule - School Year**

		<u>Index</u>	<u>7/1/2015</u>	<u>7/1/2016</u>	<u>7/1/2017</u>	
<b><u>Class I</u></b>	Start	0.07	1,958	1,978	1,998	
H.S.	Cheerleader Coach - Fall	4th Yr.	0.09	2,518	2,543	2,568
H.S.	Cheerleader Coach - Winter	7th Yr.	0.11	3,077	3,108	3,139
H.S.	Golf / Tennis	10th Yr.	0.13	3,637	3,673	3,710
H.S.	Weight Training Supervisor					
<b><u>Class II</u></b>	Start	0.10	2,798	2,826	2,854	
H.S.	Baseball / Softball	4th Yr.	0.12	3,357	3,391	3,425
H.S.	Cross Country / Track	7th Yr.	0.14	3,917	3,956	3,995
H.S.	Field Hockey / Soccer	10th Yr.	0.16	4,476	4,521	4,566
H.S.	Swimming / Volleyball					
H.S.	Wrestling					
<b><u>Class III</u></b>	Start	0.13	3,637	3,673	3,710	
H.S.	Basketball	4th Yr.	0.16	4,476	4,521	4,566
H.S.	Football	7th Yr.	0.19	5,315	5,369	5,422
H.S.	Athletic Trainer	10th Yr.	0.21	5,875	5,934	5,993

**NOTE:**

All High School assistant coaches shall be paid at 75% of total.

All head coaches of 7th and 8th grade programs shall be paid at 75% of total.

v.

Assistant M.S. Coaches such as football assistant shall be paid 56.25% of total.

**K.**

**Supplemental Salaries -**

**2**

**Athletic Supplemental Salary Schedule - Summer HS ASSISTANT AND MS HEAD**

The Summer Supplemental Salary Schedule is for teams approved by the Ohio High School Athletic Association to conduct practice sessions for a minimum of ten (10) days in the summer. The salary and step is based on the following year.

Example - Summer of 2015 uses salary effective for the 15/16 year and the step for the 15/16 year.

		<u>Index</u>	<u>6/1/2015</u>	<u>6/1/2016</u>	<u>6/1/2017</u>	
<b><u>Class I</u></b>	Start	0.01	196	198	200	
H.S.	Cheerleader Coach - Fall	4th Yr.	0.01	252	254	257
H.S.	Cheerleader Coach - Winter	7th Yr.	0.01	308	311	314
H.S.	Golf / Tennis	10th Yr.	0.01	364	367	371
H.S.	Weight Training Supervisor					
<b><u>Class II</u></b>	Start	0.01	280	283	285	

H.S.	Baseball / Softball	4th Yr.	0.01	336	339	342
H.S.	Cross Country / Track	7th Yr.	0.01	392	396	400
H.S.	Field Hockey / Soccer	10th Yr.	0.02	448	452	457
H.S.	Swimming / Volleyball					
H.S.	Wrestling					

<b>Class III</b>		Start	0.01	364	367	371
H.S.	Basketball	4th Yr.	0.02	448	452	457
H.S.	Football	7th Yr.	0.02	532	537	542
H.S.	Athletic Trainer	10th Yr.	0.02	587	593	599

**NOTE:** All High School assistant coaches shall be paid at 75% of total.  
All head coaches of 7th and 8th grade programs shall be paid at 75% of total.  
Assistant M.S. Coaches such as football assistant shall be paid 56.25% of total.

**BEXLEY CITY SCHOOL DISTRICT  
SUPPLEMENTAL CONTRACTS  
Effective July 1, 2015, July 2016, and July 2017**

**K. Supplemental Salaries MS ASSISTANT  
(Based on BA 0 level for year listed)**

**1 Athletic Supplemental Salary Schedule - School Year**

			<u>Index</u>	<u>7/1/2015</u>	<u>7/1/2016</u>	<u>7/1/2017</u>
<b>Class I</b>		Start	0.07	1,469	1,483	1,498
H.S.	Cheerleader Coach - Fall	4th Yr.	0.09	1,888	1,907	1,926
H.S.	Cheerleader Coach - Winter	7th Yr.	0.11	2,308	2,331	2,354
H.S.	Golf / Tennis	10th Yr.	0.13	2,728	2,755	2,782
H.S.	Weight Training Supervisor					
<b>Class II</b>		Start	0.10	2,098	2,119	2,140
H.S.	Baseball / Softball	4th Yr.	0.12	2,518	2,543	2,568
H.S.	Cross Country / Track	7th Yr.	0.14	2,937	2,967	2,996
H.S.	Field Hockey / Soccer	10th Yr.	0.16	3,357	3,391	3,425
H.S.	Swimming / Volleyball					
H.S.	Wrestling					
<b>Class III</b>		Start	0.13	2,728	2,755	2,782
H.S.	Basketball	4th Yr.	0.16	3,357	3,391	3,425
H.S.	Football	7th Yr.	0.19	3,987	4,026	4,067
H.S.	Athletic Trainer	10th Yr.	0.21	4,406	4,450	4,495

**NOTE:** All High School assistant coaches shall be paid at 75% of total.  
All head coaches of 7th and 8th grade programs shall be paid at 75% of total.  
Assistant M.S. Coaches such as football assistant shall be paid 56.25% of total.

v.

**K. Supplemental Salaries -**

**2 Athletic Supplemental Salary Schedule - Summer MS ASSISTANT**

The Summer Supplemental Salary Schedule is for teams approved by the Ohio High School Athletic Association to conduct practice sessions for a minimum of ten (10) days in the summer. The step is based on the immediate past years experience.

			<u>Index</u>	<u>6/1/2015</u>	<u>6/1/2016</u>	<u>6/1/2017</u>
<b><u>Class I</u></b>		Start	0.01	147	148	150
H.S.	Cheerleader Coach - Fall	4th Yr.	0.01	189	191	193
H.S.	Cheerleader Coach - Winter	7th Yr.	0.01	231	233	235
H.S.	Golf / Tennis	10th Yr.	0.01	273	275	278
H.S.	Weight Training Supervisor					
<b><u>Class II</u></b>		Start	0.01	210	212	214
H.S.	Baseball / Softball	4th Yr.	0.01	252	254	257
H.S.	Cross Country / Track	7th Yr.	0.01	294	297	300
H.S.	Field Hockey / Soccer	10th Yr.	0.02	336	339	342
H.S.	Swimming / Volleyball					
H.S.	Wrestling					
<b><u>Class III</u></b>		Start	0.01	273	275	278
H.S.	Basketball	4th Yr.	0.02	336	339	342
H.S.	Football	7th Yr.	0.02	399	403	407
H.S.	Athletic Trainer	10th Yr.	0.02	441	445	449

**NOTE:** All High School assistant coaches shall be paid at 75% of total.  
 All head coaches of 7th and 8th grade programs shall be paid at 75% of total.  
 Assistant M.S. Coaches such as football assistant shall be paid 56.25% of total.

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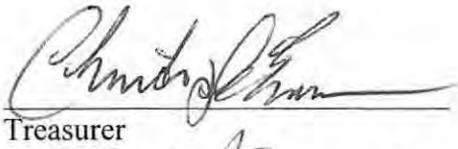
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R.C. 5705.412 CERTIFICATION OF  
ADEQUATE REVENUE

The Bexley City School District, Franklin County, Ohio, has in effect the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the District at the time of this certification, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel and programs for all the days set forth in its adopted school calendars and in future fiscal years for the term of the Agreement between the Board and the Bexley Education Association, effective from July 1, 2015 through June 30, 2018.

The District estimates of revenue and determination of whether such revenue is sufficient to provide necessary operating revenue for the purpose of making certifications required were made consistent with relevant rules of the Auditor of State and Department of Education.



Treasurer



Superintendent



Board President

June 22, 2015

