



10-27-15
15-MED-03-0221
0365-01
K32623

CONTRACT

BLANCHESTER BOARD OF EDUCATION

AND

BLANCHESTER EDUCATION ASSOCIATION

JULY 1, 2015 – JUNE 30, 2018

TABLE OF CONTENTS

ARTICLE 1 – RECOGNITION	4
A. RECOGNITION	4
B. STATEMENT OF PRINCIPLES	4
ARTICLE 2 – NEGOTIATIONS PROCEDURE	5
A. SCOPE BARGAINING	5
B. REQUESTS FOR BARGAINING	7
C. REPRESENTATION	7
D. BARGAINING MEETINGS	7
E. BARGAINING INFORMATION	7
F. AGREEMENT	8
G. IMPLEMENTATION	8
H. IMPASSE/DISPUTE RESOLUTION PROCEDURE	8
ARTICLE 3 – SEVERABILITY	8
ARTICLE 4 – COMPLETE AGREEMENT	9
ARTICLE 5 – GRIEVANCE PROCEDURE	9
A. DEFINITIONS	9
B. GENERAL PROVISIONS	9
C. PROCEDURE	9
ARTICLE 6 – ASSOCIATION RIGHTS	11
ARTICLE 7 – FAIR SHARE FEE	12
A. PAYROLL DEDUCTION OF FAIR SHARE FEE	12
B. NOTIFICATION OF THE AMOUNT OF FAIR SHARE FEE	12
C. SCHEDULE OF FAIR SHARE FEE DEDUCTIONS	13
D. TRANSMITTAL OF DEDUCTIONS	13
E. PROCEDURE FOR REBATE	13
F. ENTITLEMENT TO REBATE	13
G. INDEMNIFICATION OF EMPLOYER	13
H. RIGHTS	14
I. ARBITRATIONS	14
ARTICLE 8 – LIMITED CONTRACTS	14
A. NEW MEMBERS	14
B. TWO-YEAR CONTRACT	14
C. FIVE-YEAR CONTRACT	14
D. NOTIFICATION OF CONTINUING CONTRACT	14
ARTICLE 9 – SUPPLEMENTAL CONTRACTS	15
A. SUPPLEMENTAL DUTIES DEFINED	15
B. FILLING SUPPLEMENTAL POSITIONS	15
C. ACCEPTANCE OF SUPPLEMENTAL CONTRACT	15
D. COMPENSATION FOR SUPPLEMENTAL POSITIONS	15
E. PAYMENT FOR SUPPLEMENTAL CONTRACTS	15
ARTICLE 10 – DETAILED INDIVIDUAL CONTRACT	16

A.	THE BOARD SHALL PROVIDE AN INDIVIDUAL WRITTEN CONTRACT FOR EACH MEMBER IN THE DISTRICT.	16
B.	THE CONTRACT SHALL BE ENUMERATED IN THE FOLLOWING SUBSECTIONS:	16
C.	A SALARY NOTICE SHALL BE GIVEN TO EACH MEMBER ANNUALLY.	16
	ARTICLE 11 – SCHOOL CALENDAR	16
	ARTICLE 12 – CONTRACT DAY AND TEACHER LOAD	16
	ARTICLE 13 – PREPARATION PERIODS	17
	ARTICLE 14 – INTERNAL SUBBING	17
	ARTICLE 15 – COMPLAINTS AGAINST MEMBERS	17
A.	INFORMAL PROCEDURE	17
B.	FORMAL PROCEDURE	18
	ARTICLE 16 – PERSONNEL FILES	18
A.	FILE LOCATION	18
B.	ACCESS TO FILE	18
C.	FILE INFORMATION	18
D.	REVIEW OF MATERIALS IN FILE	19
E.	ANECDOTAL FILES	19
F.	COPIES OF MATERIALS	19
G.	PRIVACY ACT	19
	ARTICLE 17 – REDUCTION IN FORCE	19
A.	ATTRITION	19
B.	REDUCTIONS	19
C.	DEFINING COMPARABILITY	20
D.	RECALL	21
E.	SENIORITY LIST	21
F.	SENIORITY LIST POSTING	22
	ARTICLE 18 – VACANCIES AND TRANSFERS	22
A.	VACANCY DEFINED	22
B.	POSTING OF VACANCIES	22
C.	BUILDING ASSIGNMENTS	23
E.	INVOLUNTARY BUILDING TRANSFERS	23
F.	SELECTION	23
G.	GENERAL PROVISIONS	24
	ARTICLE 19 – LABOR MANAGEMENT COMMITTEE	24
A.	LMC FORMED	24
B.	REPRESENTATION ON THIS COMMITTEE SHALL BE:	24
C.	COMMITTEE CHAIR	25
D.	MINUTES	25
E.	MOTIONS	25
F.	MEETING SCHEDULE AND AGENDA	26
G.	GENERAL GUIDELINES	26
	ARTICLE 20 – FACULTY ADVISORY COMMITTEE	26
	ARTICLE 21 – JUST CAUSE	27
	ARTICLE 22 – PROGRESSIVE DISCIPLINARY PROCEDURE	27
	ARTICLE 23 – EVALUATION	28

ARTICLE 24 – COMMON PLAN	31
ARTICLE 25 – LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE	32
ARTICLE 26 – EMPLOYMENT OF RETIRED TEACHERS	32
ARTICLE 27 – CHILD CARE/ADOPTION LEAVE	33
ARTICLE 28 – FAMILY AND MEDICAL LEAVE	33
ARTICLE 29 – PROFESSIONAL LEAVE	34
ARTICLE 30 – PERSONAL LEAVE	34
ARTICLE 31 – EMERGENCY LEAVE	35
ARTICLE 32 – ASSAULT LEAVE	35
ARTICLE 33 – SICK LEAVE	35
ARTICLE 34 – COURT LEAVE	36
ARTICLE 35 – PROFESSIONAL DEVELOPMENT PLAN	36
ARTICLE 36 – STRS – BOARD “PICK-UP”	38
ARTICLE 37 – SEVERANCE PAY	38
ARTICLE 38 – INSURANCE PROGRAMS	39
INSURANCE COVERAGE	39
BOARD	39
MEMBER	39
ARTICLE 39 – PAY PERIODS	40
ARTICLE 40 – DIRECT DEPOSIT	40
ARTICLE 41 – PAYROLL DEDUCTIONS	40
ARTICLE 42 – MILEAGE REIMBURSEMENT	41
ARTICLE 43 – COLLEGE STUDENT PLACEMENT COMPENSATION	41
ARTICLE 44 – SUPPLEMENTAL CONTRACT SCHEDULE	42
ARTICLE 45 – SALARY SCHEDULE	53
ARTICLE 46 – LENGTH OF CONTRACT	54
APPENDIX A - GRIEVANCE FORM	59
APPENDIX B—CONTINUING CONTRACT APPLICATION	60
INDEX	61

ARTICLE 1 – RECOGNITION

A. Recognition

The Board recognizes the Blanchester Education Association, Ohio Education Association and the National Education Association, hereinafter referred to as the Association, as the sole and exclusive bargaining representative, for the purposes of and as defined in Chapter 4117 *Ohio Revised Code*, for all certified, non-supervisory personnel (excluding substitutes and employees working less than half-time), both full and part-time, on leave, or on a per diem, hourly basis, employed by the District. The Association recognizes that the Superintendent, Principals, and other administrative personnel as defined in Chapter 4117 *Ohio Revised Code* are excluded from the bargaining unit. The athletic director, when working under a teaching license, will be part of the bargaining unit.

Part-time is defined as being employed to teach fifty percent (50%) of the time or less.

The term member shall be used to refer to members of the bargaining unit.

B. Statement of Principles

1. It is recognized that the best interests of public education will be served by establishing procedures to provide an orderly method for the Board or their representatives and representatives of the bargaining unit to discuss matters of mutual concern, and to reach satisfactory agreement on these matters.
2. The development and attainment of the education program of the school district requires mutual understanding and cooperation among the Board, Superintendent, staff and the professional teaching personnel. Free and open exchange of views is desirable and necessary with all parties participating in deliberations leading to the determination of matters of mutual concern. To this end, the Board and the Superintendent or other administrative representatives shall meet with the Association's representatives for the purpose of discussion in an effort to reach satisfactory solutions to problems of interest to all. Both parties pledge themselves to negotiate in good faith.
3. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons. Good faith requires both parties to carry out the full intent of the bargained agreement as long as such agreements are part of this Contract.
4. The Board acknowledges the professional competency of the professional staff and pledges the Board's full support to the administrators and teachers. The Board resolves to allow the professional staff to assume full responsibility of their duties as enumerated in the Board rules and regulations. Every effort will be made by the Board to eliminate interference and harassment. The Board pledges to allow the professional staff to carry out their responsibilities without Board interference.
5. Certificated Personnel/Bargaining Unit
 - a. It is recognized that teaching is a profession requiring the possession of specialized educational qualifications and;

- b. The success of the educational program depends upon the services of qualified and competent teachers who are satisfied with the conditions under which their services are performed.
6. The procedures will in no way infringe upon the following rights and responsibilities:
- a. The Board, under law, has the final responsibility of establishing policy for the school district.
 - b. The Superintendent and the administrative staff have the responsibility of carrying out the established Board policies.
 - c. The members have the ultimate responsibility of providing the best possible education in the classroom.
 - d. The Board and the Association agree to abide by the statutes of the State of Ohio.
 - e. The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of the profession, without interruption of the school program. Accordingly, the Board and the Association agree that there will be no interruption of the school program pertaining to local issues until final agreement is reached on the items bargained or all of the bargaining procedures as prescribed in this agreement have been followed.

7. Definitions

Seniority shall be defined as a member's length of continuous service in the bargaining unit commencing with the most recent date of hire with the Board. Seniority will not be interrupted by authorized leaves of absence; however, a member will not accrue additional seniority while on a leave of absence, except for the provisions in Article 36, Military Leave.

If two or more members have the same length of continuous service, seniority will be determined by:

- a. The date of the Board meeting at which the member was hired, and then by the date the member signed his/her initial limited contract in the district.
- b. If any ties remain, they will be broken by lot.

ARTICLE 2 – NEGOTIATIONS PROCEDURE

A. Scope Bargaining

The Board and the Association agree that matters which are to be the subject of collective bargaining and management rights are set forth in Section 4117.08 of the *Ohio Revised Code*

B. Requests for Bargaining

1. All requests for the initiation of negotiations shall be made in writing utilizing the required SERB forms. The request initiated by the Association shall be directed to the Superintendent; the request initiated by the Board shall be directed to the President of the Association.
2. Upon request of either party for a meeting to open bargaining, a mutually acceptable meeting date shall be set not more than ten (10) days following such request. In any given school year, such request shall be made not less than sixty (60) days prior to the reopener. A request for bargaining for a new contract shall be made not less than ninety (90) days nor more than one-hundred twenty (120) days prior to the expiration of this contract.
3. All issues proposed for bargaining shall be reduced to writing in comprehensive style by each party, the Board and the Association, and presented to the other party at the first meeting as a complete package. Written mutual consent shall be necessary for the parties to discuss any additional proposal not submitted at the first meeting.

C. Representation

1. Each bargaining team shall consist of no more than five (5) persons of which one would be designated as a spokesperson. All bargaining shall be conducted exclusively by the said teams.
2. The parties may call upon consultants to assist in preparing for bargaining and to utilize them for consultation during bargaining sessions. The expense of the consultants shall be borne by the party requesting them.

D. Bargaining Meetings

1. The bargaining team shall meet at such mutually agreed upon places and times for the purpose of effecting a free exchange of facts, opinions, proposals and counter-proposals in an effort to reach mutual understanding and agreement. Following the initial meetings as described above, such additional meetings shall be held as the parties may require to reach an understanding on the issue(s) or until an impasse is reached.
2. Upon request of either party, the bargaining meetings shall be recessed to permit the requesting party a reasonable period to caucus. The period of time shall be thirty (30) minutes, unless mutually agreed otherwise.

E. Bargaining Information

1. The Superintendent and/or the Treasurer shall furnish the Association, within a reasonable time and upon written request, all available public information pertinent to the issue(s) to be bargained.
2. The Association, upon written request, shall provide to the Board financial data, when it is completed by the Ohio Education Association and received by the Association, with regard to the financial status of the Blanchester Local School District.

F. Agreement

1. Tentative agreement on bargaining items shall be reduced to writing and initialed by the spokesperson of each team.
2. Upon ratification by the Association, the Board shall take action to adopt the agreement at its next regularly-scheduled meeting. If the agreement is adopted by the parties, it shall be signed.

G. Implementation

1. All items of the collective bargaining Agreement shall become effective upon ratification by both parties.

H. Impasse/Dispute Resolution Procedure

1. In the event that agreement cannot be obtained or all issues being negotiated within sixty (60) days of the first negotiation session, either party may declare impasse.
2. Upon declaration of impasse the parties shall jointly request the services of a mediator from the Federal Mediation and Conciliation Services (FMCS).
3. The mediation period shall be for thirty (30) calendar days. Mediation may continue thereafter by mutual agreement.
4. In the event all of the impasse procedures set forth in this contract have been completed and no agreement has been reached between the parties on a successor contract, the Association has the right to strike as provided by Chapter 4117, O.R.C.

ARTICLE 3 – SEVERABILITY

- A. This contract supersedes and prevails over all conflicting statutes of the State of Ohio except as specifically set forth in Section 4117.10(A) of the *Ohio Revised Code*.
- B. If any provision and/or application of this Agreement is held to be unlawful by a court of law having proper jurisdiction, or by a legislative act, then such provision or application will not be deemed valid and subsisting, except to the extent permitted by law; but all of the provisions or applications otherwise not affected will continue in full force and effect. The parties shall meet within ten (10) days after a final determination to negotiate the unlawful provisions and bring it into compliance with the law. If the parties fail to reach agreement over the affected provisions, the parties shall utilize the dispute resolution procedures specified in Article 2 – Negotiations Procedures.

ARTICLE 4 – COMPLETE AGREEMENT

This agreement represents the entire agreement between the parties hereto and no other agreement, either oral or written, unless executed by both parties hereto subsequent to the date of this Agreement, shall be effective to bind the parties. Further, both parties agree that they had full and adequate opportunity to present proposals, counterproposals and other demands upon the other and any of these proposals, counterproposals or demands not contained within this Agreement are withdrawn and shall not be subject of further discussion between the parties during the term of this agreement.

ARTICLE 5 – GRIEVANCE PROCEDURE

A. Definitions

1. A grievance is a claim by a member, group of members, or the Association that one or more terms of the Collective Bargaining Agreement has/have been violated, misinterpreted or misapplied.
2. Days shall mean actual workdays.
3. Grievant shall mean the individual member, group of members or the Association filing the grievance.

B. General Provisions

1. The grievant(s) shall have the right to Association representation at all steps.
2. The procedural aspects of teacher evaluation Article 24 are grievable; however, the evaluative judgment of a member's performance is not grievable.
3. The number of days indicated at each step shall be the maximum unless extended by written mutual agreement of the parties.
4. No member shall be disciplined in any way whatsoever for utilizing the grievance procedure. A grievance shall be considered resolved should the grievant not appeal to the next step within the prescribed time limits.
5. This grievance procedure shall be exhausted in its entirety prior to any litigation by the grievant(s).
6. If the arbitration hearing is scheduled during the workday, the grievant(s) and a maximum of three (3) witnesses shall be provided release time. If additional witnesses are necessary, the Association shall reimburse the Board for the daily rate of pay for a substitute.

C. Procedure

- Step 1 - The grievant(s) should first discuss the grievance with his/her building principal on an informal basis. The member shall indicate to the principal that this is Step 1 of

the grievance procedure. If the grievance is against the Superintendent or the Board, it shall be filed at Step 3.

The grievant(s) shall have thirty (30) days from the date of the occurrence of the act or omission giving rise to the grievance to file the grievance in writing at Step 2 or Step 3.

If the action, which is the basis for the grievance, occurs during the summer break between school years, the time period for filing shall commence the first day of the school year.

- Step 2 - If the grievance is not resolved at Step 1, then the grievant(s) shall have the right to file a written grievance with the appropriate administrator. The grievance shall set forth the date of the filing, the date the alleged grievance occurred, the specific paragraph or term of the agreement violated and the remedy sought.

The Administrator shall hold a meeting with the grievant(s) within seven (7) days of the filing of the written grievance and shall respond to the grievant(s) within seven (7) days of the meeting.

- Step 3 - If the grievant(s) is/are not satisfied with the response at Step 2, then the grievant(s) shall have the right to forward the grievance to the Superintendent within seven (7) days of the response given at Step 2. A meeting shall be held by the Superintendent within seven (7) days of the receipt of the grievance.

The Superintendent shall have seven (7) days to respond to the grievance after the hearing. If the grievant(s) is/are not satisfied with the Superintendent's response, then the grievant(s) shall have the right to proceed to Step 4.

- Step 4 - If the grievant(s) is/are dissatisfied with the disposition of the Superintendent, then upon written request from the grievant(s), which must be made no later than seven (7) days of the response given in Step 3, the grievance may be placed on the agenda at the next regular Board meeting. The Board may hear the grievance in executive session. If the Board chooses to not hear the grievance, it shall notify the grievant in writing.

The Board, as well as the grievant(s), shall have the right of representation at the hearing.

The Board shall have ten (10) days from the date of the hearing to respond to the grievance. Such response shall be in writing.

- Step 5 - If the grievant(s) is/are dissatisfied with the disposition at Step 4, the Association may submit the grievance to arbitration by giving written notice to the Superintendent of its intent. The Association shall file a written demand for arbitration with the Board Treasurer within ten (10) days of receipt of the Board's decision at Step 4.

The arbitrator shall be chosen from a list provided by the American Arbitration Association (AAA). Selection and hearing shall be in accordance with the voluntary rules and regulations of the AAA. The arbitrator shall hold the necessary hearing promptly and issue the decision within thirty (30) days of the close of the hearing or as soon as reasonably possible. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be advisory on the Board, the grievant and the Association.

The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her. The arbitrator shall have the authority to determine arbitrability if such is at issue.

The costs for arbitration shall be shared equally by the Board and the Association.

ARTICLE 6 – ASSOCIATION RIGHTS

The Association shall have the sole and exclusive rights and privileges as set forth below without interference from the Board or administration.

- A. The Board shall grant released time for the Association President and/or designee, when he/she is a full-time member, at the rate of one-half day each calendar month that school is in session during the academic year, for performance of Association business. Said released time shall be taken in full day increments and the Association shall reimburse the Board for expenses of a substitute.
- B. The Association shall have the right to use the inner-school mail and/or email without any interference from the Board/Administration. The use of this system shall not destroy the confidentiality of materials as established by the U.S. Postal Service.
- C. The Association shall have the right to the use of school buildings within the district for meetings and training sessions, unless an emergency exists. Requests for the building shall be made at least two (2) days prior to the meeting.
- D. Association representatives and/or agent(s) shall have the right to visit members during the school day on planning/preparation and lunch periods. The building office shall be notified of the Association representative's presence in the building. Interruption of class instruction shall be avoided.
- E. The Association shall receive the name and assignment of newly employed certified staff upon request.
- F. The Board shall make the Collective Bargaining Agreement available to the Association and its members through the District's shared drive. If the Board receives its policies in an electronic format, then, in such event, the Board will make available such policies to the Association and its members through the District's shared drive.
- G. The Board Treasurer shall provide the following information to the Association upon request:
 - 1. Training and experience grid (including supplemental).
 - 2. Treasurer's monthly financial reports including fund balances, revenue receipts and appropriations summaries.
 - 3. Five (5) Year Forecast.
 - 4. Any and all auditor's amended certificates of estimated resources.
 - 5. Annual appropriation resolution.
 - 6. Annual summary report and rate increase date for all insurance coverage if furnished by insurance company.
 - 7. Year end budget report.

8. Seniority list if prepared.
- H. Bargaining Unit Members may enroll their children in the Blanchester Schools through Open Enrollment, at no cost to the member. When Open Enrollment is not available, the Bargaining Unit Member's children will be enrolled in the District, tuition free.
- I. The Association shall have the right to use duplicating, copying machines, computers and fax machines and will provide paper for this purpose. The Association will reimburse the Board at the same rate the Board is charged pursuant to the contract with the copier/telephone company.

ARTICLE 7 – FAIR SHARE FEE

The following provision shall apply to: (1) all members of the bargaining unit who are members of BEA as of the effective date of this contract; (2) all members of the bargaining unit employed subsequent to the effective date of this contract.

A. Payroll Deduction of Fair Share Fee

Effective with the second payroll of January, the Board shall deduct from the pay of all full-time employees in the bargaining unit who elect not to become or to remain members of the Association, a fair share fee for the Association's representation of such non-members during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

Each year thereafter, payroll deduction for fee payers will commence on the second payroll of January.

B. Notification of the Amount of Fair Share Fee

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 for full-time employees and one-half (1/2) dues for part-time employees except casual, daily rate substitutes, shall be transmitted by the Association to the Treasurer of the Board on or about September 15 of each year during the term of this contract for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

The Association shall provide the Superintendent with written information regarding fair share fee that can be used with new hires.

C. Schedule of Fair Share Fee Deductions

1. All Fair Share Fee payers – payroll deduction of such fair share fees shall begin at the second payroll period in January except that no fair share fee deductions shall be made for bargaining unit members employed after December 31 until sixty (60) days after initial employment.
2. Upon termination of membership during the membership year. The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

D. Transmittal of Deductions

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.

E. Procedure for Rebate

The Association represents to the Board that an internal rebate procedure has been established in accordance with section 4117.09(C) of the revised code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the constitutions of the United States and the state of Ohio.

F. Entitlement to Rebate

Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

G. Indemnification of Employer

The Association, on behalf of itself and the OEA and NEA, agrees to indemnify the Board 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 ten (10) 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 (a) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (b) permit the Association or its affiliates to intervene as a party if it so desires, and/or (c) to not oppose the Association or its affiliates' application to file briefs amicus curiae in action;
4. The Board acted in good faith compliance with the fair share fee provision of this agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

H. Rights

Nothing in this article shall inhibit or interfere with the rights of any employees objecting to the payment of Association dues or fair share fees based on religious grounds. The rights of such members shall be resolved under the provisions of section 4117.09(C) of the *Ohio Revised Code*, allowing for the contribution of an equivalent amount to a charitable organization.

I. Arbitrations

Arbitrations under the Association's rebate procedure concerning fair share fee objections shall be held outside regular school hours.

ARTICLE 8 – LIMITED CONTRACTS

A. New Members

A one-year contract will be awarded to each member new to the Blanchester Local School District. If the member is renewed, subsequent contracts shall also be one-year Limited Contracts until the member becomes eligible for a two-year Limited Contract, five-year Limited Contract, or a Continuing Contract.

B. Two-Year Contract

If the performance of a member is satisfactory, a two-year Limited Contract may be awarded to members who have been employed by the Board for three (3) years and hold a provisional certificate/professional license.

C. Five-Year Contract

If the performance of a member is satisfactory, a five-year Limited Contract may be awarded to members who have taught five (5) years, of which three (3) of the last five (5) years have been in the district. These members must also hold a provisional certificate/professional license.

D. Notification of Continuing Contract

1. Any employee who wishes to be considered for a continuing contract must notify the Superintendent in writing, by November 1, that he/she will become eligible for a continuing contract by the end of the school year in which the employee applied. Members shall use the form Appendix B in this negotiated agreement.
2. In order to be awarded a continuing contract, the employee will be evaluated using the self-appraisal checklist and procedure described in Article 24 – E,3.
3. An employee not awarded a continuing contract will return to their current contract status, as though no request had been made.
4. This provision is intended to supersede the relevant portions of ORC 3319.11 and 3319.111.

ARTICLE 9 – SUPPLEMENTAL CONTRACTS

A. Supplemental Duties Defined

Supplemental duties shall be defined as those duties which are performed during the time in excess of the employees' work day, work week, work year, or in addition to the employee's regular duties. Employees performing supplemental duties shall be issued written, individual limited contracts, which barring unforeseen circumstances, such as unanticipated personnel changes, shall be signed and approved by the Board of Education, at its regularly-scheduled meeting prior to the date supplemental duties are to begin.

B. Filling Supplemental Positions

All qualifications for the supplemental position shall appear on the posting notice. Posting and filling of supplemental positions shall be in accordance with Article 19 of this contract.

C. Acceptance of Supplemental Contract

Acceptance of a supplemental contract shall be voluntary. Acceptance or rejection by an Association member of a supplemental duty contract shall not be the cause for the discipline of, reduction in rank of, suspension of, non-renewal of, and/or termination of the teaching contract of any member of the bargaining unit.

D. Compensation for Supplemental Positions

Compensation for supplemental duties shall be set forth in Article 44 of this contract. The compensation shall be calculated using step 0 of the Bachelor's Degree salary schedule.

E. Payment for Supplemental Contracts

Payment for supplemental contracts shall be issued twice during the duration of the contract: once at the midpoint and the second at the conclusion of the contract. The second payment may be withheld pending return of any materials or equipment used in the performance of the supplemental contract. It is the responsibility of the employee to notify the Building Administrator for payment at midpoint of the supplemental contract.

F. Supplemental Contract Progression

The first two (2) years a member is contracted for the same supplemental position the contract shall be a one (1) year contract. Thereafter, if a varsity head coach is contracted for the same supplemental position, he/she shall receive a two (2) year contract. All supplemental contracts shall non-renew at the end of the contract term. The Board shall not be required to evaluate the employee or otherwise be required to take action for supplemental contracts to be non-renewed.

ARTICLE 10 – DETAILED INDIVIDUAL CONTRACT

A. The Board shall provide an individual written contract for each member in the district.

B. The contract shall be enumerated in the following subsections:

Subsection 1 - Name of member

Subsection 2 - Name of the district and Board

Subsection 3 - Annual salary for the first year of the contract, pursuant to existing or subsequent schedules

Subsection 4 - The date the member agrees to the contract

C. A salary notice shall be given to each member annually.

ARTICLE 11 – SCHOOL CALENDAR

- A. The yearly calendar shall consist of one hundred eighty-four (184) days and will include not more than one hundred eighty (180) days of instruction, at least two (2) days of professional in-service, two (2) days for records, inventories and/or preparation.
- B. No later than March 15 every year, the Superintendent will draft two (2) proposed calendars covering the subsequent school year. Within ten (10) days, the Association will submit to the Superintendent suggested changes to the proposed calendars. Within ten (10) days, the Superintendent will submit the final two (2) proposed calendars to the Association. The Association will then submit the two (2) proposed calendars to its membership for a vote. The Association shall notify the Superintendent within twenty (20) days of receipt of the proposed calendars as to which proposal received the most votes. The Superintendent will make the final recommendation to the Board of Education.

ARTICLE 12 – CONTRACT DAY AND TEACHER LOAD

- A. The starting and dismissal times for students may vary from building to building provided, however, the length of the members' workday does not exceed seven and one-half (7-1/2) hours.
- B. The starting and dismissal times for students and the duty assignments of individual members set forth above may be changed so long as the number of hours during which the members are required to be present does not change.
- C. Each member shall have at least one-half (1/2) hour uninterrupted duty-free lunch period daily. (O.R.C. 3319.07.2)
- D. If evening conferences are scheduled on a district-wide basis, the Labor Management Committee will adjust the schedule to compensate for the additional work hours.
- E. Members who work in addition to the contracted 7½ hour day, at the request of the building administrator, shall be paid at the rate of \$25 per hour.

ARTICLE 13 – PREPARATION PERIODS

- A. All members in grade levels six through twelve (6-12) shall be provided with at least one (1) preparation period per day, equal in length to one regular class period.
- B. All members at the elementary level shall be scheduled with at least two hundred twenty-five (225) minutes planning time per week.

ARTICLE 14 – INTERNAL SUBBING

- A. In the event substitutes are not available, members may be asked to volunteer to serve as internal substitutes during their regularly scheduled preparation periods.
- B. In the event no one volunteers, the principal will assign members on planning time on a rotating basis to serve as an internal substitute.
- C. When events scheduled by the Board and/or administration require a teacher to be away from his/her teaching assignment, a substitute will be provided for his/her classroom/class periods.

On days a member is absent due to illness or leave, every attempt will be made to find a substitute. If a substitute cannot be obtained, any member serving as an internal substitute shall be paid at the rate of twenty-five dollars (\$25.00) per hour.

- D. When personal events (other than illness or contract leave) scheduled by a member and approved by building administrator requires said member to be away from his/her teaching assignments, it shall be the member's responsibility to obtain an internal substitute for that period/periods. The Board, under these circumstances, is not required to pay for the internal substitute.

ARTICLE 15 – COMPLAINTS AGAINST MEMBERS

A. Informal Procedure

Complaints against members originating outside of the public school system shall be handled as follows:

1. A complaint received by a Board member or the Superintendent concerning a member shall be referred to the appropriate administrator.
2. The administrator shall inform the member of the complaint, the identity of the complainant, and provide an opportunity to settle the complaint.
3. A credible anonymous complaint received by an Administrator will be investigated, discreetly, by the Administrator.

B. Formal Procedure

If the complaint cannot be settled informally, the following procedures shall be followed:

1. The member has the right to Association Representation at every level of the formal complaint procedure.
2. At the request of the complainant or member, a meeting of the member, principal and the complainant will be arranged at a reasonably convenient time to discuss the complaint. Said meeting shall not be required to address allegations of abuse, neglect or violations of the law. The principal shall provide the member a written statement of the complaint at least twenty-four (24) hours before the meeting. The statement shall be in sufficient detail to apprise the member of the complaint.
3. If a satisfactory resolution does not occur, either party may appeal to the Superintendent.
4. If either party is dissatisfied with the results of the meeting at the Superintendent level, an appeal can be made to the Board. The Board shall handle the appeal in Executive Session.

ARTICLE 16 – PERSONNEL FILES

A. File Location

A personnel file for each member shall be maintained in the office of the Superintendent. To the extent permitted by law, this shall be considered a confidential file and the only official file of recorded information of members maintained by the Board and administration.

B. Access to File

1. Individual members shall have access to their personnel file upon request and at times mutually agreeable to the member and administration but not to exceed two (2) business days. Requests of members to have access to their personnel files shall be handled by the Superintendent or his/her designee.
2. Access to a member's personnel file shall be in accordance with *Ohio Revised Code* 149.43. A member shall be informed when someone requests to see his/her file.

C. File Information

1. The member will sign the original document as verification of notification by the Administration before it is placed into the member's personnel file. The signature of the member does not necessarily indicate agreement with the contents of the document. A copy of any information placed in a member's file shall be given to the member.
2. The member shall have the opportunity to place a statement in his/her file in reply to any material placed in said file by the Board.
3. Anonymous letters or materials that lack substantiation shall not be placed in a member's file, nor shall such materials be used to support employment or discipline decisions.

D. Review of Materials in File

1. Any materials entered into a member's file may be reviewed as to the accuracy, relevance, timeliness, or completeness of such material.
2. Information in the personnel file may be removed upon mutual agreement of the member and the administrator making the entry with the approval of the Superintendent.
3. Reprimands will be removed from a bargaining unit member's file after five (5) years, provided there have been no further reprimands received for the same or similar offense.

E. Anecdotal Files

The principal may maintain a separate anecdotal file provided, however, said file shall be subject to all provisions of this article.

F. Copies of Materials

A member will be entitled to a copy of any material in his/her file and provided with a copy upon request.

G. Privacy Act

The provisions of this section shall constitute the adoption and implementation of rules providing for the operation of the system of teacher personnel files in accordance with the provisions of Chapter 1347 of the *Ohio Revised Code*.

ARTICLE 17 – REDUCTION IN FORCE

When the Board determines it is necessary to reduce the number of bargaining unit positions, the following shall be followed:

A. Attrition

To the extent possible, the number of members affected by a reduction in force will be minimized by not employing replacements for members who retire, resign, or whose limited contracts are not renewed for reasons other than reduction in force. Attrition alone may not be sufficient to accomplish necessary reduction.

B. Reductions

Reductions needed beyond those available by attrition will be made by suspending contracts. Those contracts to be suspended under RIF will be chosen as follows:

1. All (continuing contract and limited contract) members in the bargaining unit will be placed on seniority lists (continuing contract and limited contract) in each teaching field for which they are certificated/licensed.
2. RIF Procedure for members who are not “Teachers”. Members who are not considered “teachers” under the OTES model and Teacher Evaluation Policy shall have their contracts suspended according to seniority in the event of a reduction in force. Reductions in any area of certification/licensure will be made from the bottom of the seniority list for that area of certification/licensure. Reductions will be made from the limited contracts list before proceeding to the continuing contracts list. A member affected may elect to displace a less senior member in another area of certification/licensure if he/she currently holds the required certification/licensure. At the request of the Superintendent, said member may be required to take a board-paid 3-semester hour curriculum and methods course (or related course) if the member has not taught in the area of certification/licensure within the last five (5) years.
3. RIF procedures for members who are “teachers”. Members who are considered “teachers” under the OTES model and Teacher Evaluation Policy shall have their contracts suspended in the event of a reduction in force according to the following procedure, subject to the Superintendent’s right of assignment per ORC 3319.01:
 - a. First, position(s) vacated as a result of voluntary resignation, retirement, or death will not be filled.
 - b. Second, all contracts of reemployed retirees in affected areas shall not be renewed.
 - c. Third, limited contract members shall be reduced utilizing the following order:
 - i. Currently held valid licensure/certification
 - ii. Competency as determined by formal evaluation

- iii. When evaluations are comparable, reductions shall occur in the reverse order of seniority.
- d. Fourth, continuing contract members shall be reduced utilizing the following order:
 - i. Currently held valid licensure/certification
 - ii. Competency as determined by formal evaluation
 - iii. When evaluations are comparable, reductions shall occur in reverse order of seniority.

C. Defining Comparability

1. For the purposes of determining a teacher's evaluation rating, the most recent three (3) evaluations shall be used to compute a rating unless 3 evaluations are not available, in which case the available evaluations shall be used. Accomplished shall be given a score of 4, Skilled shall be given a score of 3, Developing shall be given a score of 2, and Ineffective shall be given a score of 0.

The three most recent scores shall be averaged. The evaluation rating shall be the rating that corresponds most closely to the average.

Examples: Teacher A was rated Skilled, Accomplished, and Skilled on the most recent 3 evaluations. The average of 3, 4 and 3 is 3.33. The corresponding rating would be Skilled for the purpose of RIF.

2. For the purpose of determining which evaluations are comparable, all members rated "Accomplished" and "Skilled" shall be deemed comparable to one another, all members rated "Developing" shall be deemed comparable to one another, and all members rated "Ineffective" shall be deemed comparable to one another.

For the 2015-2016 school year, all members will be considered to have comparable evaluations for the purpose of a reduction in force ("RIF).

D. Recall

The names of members whose limited contracts are suspended in a reduction in force will be placed on a recall list for twenty-four (24) months from the date of the reduction. Members on the recall list will have the following rights:

1. No new members will be employed by the Board while there are members on the new recall list who are certified for the vacancy.
2. If there is a vacancy to be filled, as determined by the Board in its sole and exclusive discretion, then the suspended employee who holds the proper license/certificate to fill the vacancy will be recalled on the basis of performance. Seniority will not be the basis for recall except where teachers' final summative evaluation ratings are "comparable", as defined above.
3. If a vacancy occurs in a member's area of certification/licensure, the eligible member (as specified in 2 above) will be notified of the vacancy by certified mail. It is the member's responsibility to keep the Board informed of his/her current address.

4. The member is required to respond to the district office within five (5) business days from the date of mailing. A member who fails to respond within five (5) business days or who declines to accept the position will be removed from the recall list.
5. Refusal of substitute work shall not be reported as refusal of suitable work for unemployment purposes, nor shall such refusal result in a members' removal from the recall list.
6. A member on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave, and salary schedule placement as he/she attained at the time of layoff. (Credit for additional training or prior experience will be granted where allowed by O.R.C.). A member on the recall list who is unemployed and does not otherwise have group coverage available may continue to participate in those benefits which are provided to members in active employment provided the member pays the group rates for such benefits in advance on a monthly basis.

E. Seniority List

The seniority list will be posted annually by October 15. The Board shall prepare and post on the designated bulletin board in each building/worksite, a seniority list that includes contract type, certification/license, date of hire, and number of years actually worked in the district. Said list shall be provided to the Association on or before the date of posting.

F. Seniority List Posting

Each employee shall have a period of thirty (30) calendar days after posting of the seniority list in which to advise the Board or its agents in writing of any inaccuracies which affect his/her seniority. The Board or its agents shall investigate all reported inaccuracies and make such adjustments as may be in order and post the updated list immediately. No protest shall be considered after thirty (30) calendar days after the posting of the seniority list and the list shall be considered as final until the next posting.

ARTICLE 18 – VACANCIES AND TRANSFERS

A. Vacancy Defined

1. A vacancy may occur due to retirement, resignations, transfers or non-renewal of contracts. A vacancy refers to all positions requiring a certificate including supplemental positions. The Superintendent/designee will provide the BEA President with written notice of any administrative vacancies.

B. Posting of Vacancies

1. The Superintendent's office shall send an email of vacancies to unit members. Vacancies shall not be filled until five (5) business days except between July 15 and the first day of school.

Email notice for supplemental positions shall be sent at least five (5) business days prior to filling the position.

2. The email notice shall include the following:

- a. Position(s) available
- b. Title of position
- c. Requirements for the job
- d. Deadline for application
- e. Effective starting date and duration
- f. Any additional pertinent information
- g. General description of duties

3. The President of the Association will receive a copy of each email notice.
4. If a member is interested in applying for any positions which may become available during the summer break, he/she shall file an email request in the Superintendent's office to receive copies of summer job postings. Such request will be valid for one summer and must be re-filed for the following summer.

C. Building Assignments

1. Specific building assignments shall be for one school year only and may be changed at the discretion of the Superintendent.
2. Unless notified of a change by August 1, an employee's current position remains in effect.

D. Voluntary Transfers

1. Any member desiring a change of building assignment, grade level or subject area, shall discuss the matter with the building principal and then submit a written request for transfer to the Superintendent on or before April 30 of the current school year. In addition, a member may request a transfer in response to a posted vacancy which occurs after April 30.
2. Any member, if properly certificated and otherwise qualified, who requests consideration for a vacancy, shall be interviewed for the vacancy.
3. If a member is denied a voluntary transfer, he/she may request written reasons and/or a conference with the Superintendent to discuss the reasons.

E. Involuntary Building Transfers

1. Upon request, members shall be given an interview to explain the reasons why an involuntary building transfer was recommended.
 - a. The principal to whom the member is directly responsible, who deems a transfer advisable, shall first discuss the matter with the member involved. If the transfer is mutually agreeable, they shall submit the request in writing to the Superintendent.
 - b. If the personal conference with the member and his/her building principal does not result in agreement, the principal shall state the reason(s) in writing within two weeks and submit the copies of the report to the member and the Superintendent.
2. A member may request in writing a conference with the Superintendent to further discuss and investigate the reasons for and against an involuntary transfer.

- a. The conference shall be scheduled within two (2) weeks from the date of written request at a time convenient to all parties concerned. Final disposition of the conference shall be forwarded in writing to the member and his/her building principal by the Superintendent within two (2) weeks.
- b. The process for selection will be in accordance with the criteria in Section F. below.

F. Selection

1. The following criteria are to be used in making the annual assignment and transfers, in no particular order:
 - Desire of member regarding assignment or transfer.
 - Member's seniority.
 - Contribution which member could make to students.
 - Qualifications of member compared with those of outside candidates for position to be filled.
 - Opportunity for professional growth.
 - The endorsement of the principal.
2. When the certification/licensure of members is equal and, in the opinion of the Superintendent, the qualifications are equal, a transfer shall be made on the basis of seniority. (Voluntary transfer is awarded to the most senior, involuntary transfer to the less senior).
3. Seniority in this section is defined as total years experience in the District. In the event of a tie in District seniority, then total years experience in the building will be considered followed by total years experience in the subject matter or grade level.
4. The Superintendent has final responsibility for assigning the members to the position of instruction for which they are best qualified. Voluntary transfer may be made at the request of any member or involuntary transfer upon the initiative of the Superintendent which in his/her judgment shall serve the best interest of the schools.

G. General Provisions

1. No transfer shall be completed except after consultation with the building principal and member involved.
2. The procedural aspects of a transfer are grievable; however, the reason(s) for a transfer are not.
3. If conditions are such that a transfer takes place that does not allow for proper preparation for the member, a request can be made for a substitute for a period not to exceed four (4) school days. The use of the substitute would allow the member preparation time in order to properly prepare for the classroom. Such days shall not be available if the transfer occurs over breaks in the school calendar of seven (7) calendar days or more.

A. LMC Formed

In an effort to further a good working relationship between the parties, a Labor Management Committee (LMC) shall be formed to investigate study and discuss solutions to mutual problems affecting labor relations.

B. Representation on this committee shall be:

For the Administration:

Superintendent
High School, Middle School, Intermediate and Elementary
Administrative Representative from each building
Rotating members necessary for the discussion at hand
Ex Officio: Board of Education Representatives

For the Association:

President
President-Elect or BEA Executive Representative
High School, Middle School (6-8), Intermediate (4-5), Elementary Representative from
each building
Rotating members necessary for discussion at hand
Ex Officio: OEA Representative

C. Committee Chair

The Chair of the Committee shall alternate from meeting to meeting between Administration and Association.

D. Minutes

The Association and the district will alternate as secretary and will prepare minutes of the meeting. Before distribution, both parties shall review the minutes. Copies will be provided to all administrators, Board members, and Association representatives.

Neither the written summaries of minutes, the minutes of any meeting, nor the comments of any participant shall be used in any grievance, arbitration or any other type of proceeding.

E. Motions

The chairperson shall recognize a motion by either party to table a topic for further study.

F. Meeting Schedule and Agenda

Meetings shall be held once a month, if agenda items are submitted. An agenda shall be submitted at least forty-eight (48) hours prior to the meeting to both parties.

A specific day and time shall be agreed to for future meetings.

Except in emergencies, topics not on the agenda shall not be discussed but placed on the following month's agenda. The agenda shall include a brief description of each item to be discussed. Emergency items may be added to the agenda by mutual consent. Discussion of agenda topics will be alternated, with the party occupying the Chair exercising the right to designate the first topic.

G. General Guidelines

1. While it is the intent that the LMC is to work to solve mutual problems, it is recognized that there is no obligation on the part of the parties to reach agreement on any topic. No agreement can change any item in the contract, but may be used to clarify or produce guidelines.
2. No grievance shall be discussed; however, topics that could lead to grievances may be discussed.
3. Where agreement is reached by the LMC on a topic, it will be reduced to writing and signed by the two chairs.
4. At the organization meeting, general rules of operation will be developed. The services of either the Labor Management Center or Federal Mediation Service may be secured for this purpose, if necessary.
5. The Chairperson shall recognize a motion by either party to table a topic for further study.

ARTICLE 20 – FACULTY ADVISORY COMMITTEE

- A. There shall be a Faculty Advisory Committee established in each building which shall be co-chaired by the BEA Building Chairperson and the Building Principal. The Building Principal shall be a member of the committee.
- B. BEA shall have representatives on the Faculty Advisory Committee.
 1. Elementary Schools and Intermediate School – 1 per grade level
 2. Middle School and High School – 1 per department
 3. Such representatives shall be elected by their respective faculties.
- C. The intent of the committee is to improve communications between staff and administration in regard to building issues and programs and to improve the educational effectiveness of the building. The Faculty Advisory Committee shall meet at least once a month during the school year to discuss matters of common interest in the building including: educational programs, community relations, student relations and code of conduct, teachers' common plan period, supplies, scheduling of duties, and building safety. A schedule of regular meetings shall be established and an agenda of matters to be considered at the regular meetings shall be distributed to the building staff at least twenty-four (24) hours before any regular meeting. If no agenda items are presented, the meeting will not be held.

- D. Members may submit items of concern that pertain to the interest of the school as a whole on the FAC Problem Solving Worksheet located in the teacher handbook. This worksheet may be given to any member of the FAC Committee prior to the establishment of the meeting agenda.
- E. Minutes of all meetings shall be kept and made available to the building staff, the BEA, the building administration and the Superintendent. Meetings will be open to any teacher or administrator who is not a member of the committee who wishes to attend as an observer.

ARTICLE 21 – JUST CAUSE

After the completion of five (5) full years of service with the school district a teacher shall not be non-renewed, suspended or terminated without just cause.

ARTICLE 22 – PROGRESSIVE DISCIPLINARY PROCEDURE

- A. The Superintendent may suspend a member for up to three (3) days, without salary, for dishonesty, drunkenness, immoral conduct, insubordination, neglect of assigned duties, and violation of written Board policies. The alleged act must have taken place while on duty or have a direct effect on the member's teaching duties.
- B. If a member is called in for disciplinary interview, that member will be accompanied by an Association representative unless the member declines representation.
- C. Suspension may occur only after the following disciplinary measures:
 - 1. Verbal warning after first occurrence. (A written record of such warning shall be made and maintained in an anecdotal file in accordance with Article 17 E).
 - 2. Written reprimand after second occurrence.
- D. If a member feels he/she has been unjustly reprimanded, he/she may file a grievance and, should the member be supported in his/her position, all records of such reprimand shall be removed from all personnel and anecdotal records.
- E. In the event a grievance is filed on a suspension, the suspension shall be held in abeyance until after the grievance procedure has been completed.
- F. To expedite a grievance on discipline, the grievance will be initiated at the third step of the grievance procedure.
- G. If the infraction set forth in paragraph "A" is of a very serious nature, the employee may be suspended immediately without adhering to the provision of paragraph "C", however, paragraphs "D", "E", and "F" shall apply.

ARTICLE 23 – EVALUATION

The evaluation procedures in the Board's Teacher Evaluation Policy and this Article shall apply to "Teachers" as that term is defined in the Board's Teacher Evaluation Policy.

The purpose of this procedure is to assist a unit member in improving his/her effectiveness and the Board in evaluating the unit member's effectiveness. This Article shall be consistent with statutory provisions regarding evaluations and the Ohio Department of Education's Ohio Teacher Evaluation System (OTES).

A. Definitions

1. Evaluation

A written summary of the unit member's performance based upon formal and informal observations and other means of gathering evidence regarding the components on the Evaluation Rubric. Each evaluation shall be preceded by at least two (2) formal observations and at least two (2) walkthroughs.

2. Formal Observation

A worksite observation consisting of not less than thirty (30) consecutive minutes that leads to a written evaluation.

3. Informal Observation/Walkthrough

All other observations pertaining to the unit member's assigned responsibilities and duties.

4. Evaluation Conference

The conference between the evaluator and the unit member which occurs after all formal observations and walkthroughs have been completed for the year. At this conference the evaluator will share the written evaluation instrument with the unit member.

5. Credentialed Evaluator

Evaluations are to be carried out by persons holding evaluator credentials established by the Ohio Department of Education and employed under an administrative contract by the Blanchester Local School District. The Board adopts a list of approved credentialed District evaluators, chosen from the Ohio Department of Education's list.

B. Guidelines

- Except as provided below, each unit member will be evaluated one (1) time per year. Each evaluation shall consist of not less than two (2) formal observations of not less than thirty (30) consecutive minutes each and at least two (2) walkthroughs.
- Each unit member whose contract is due to expire at the end of that school year and who is under consideration for non-renewal shall be formally observed not less than three (3) times.
- Unit members who are on leave for at least 50% of the school year may not be evaluated, at the election of the Board.
- Unit members who have submitted a notice of retirement that has been accepted by the Board by December 1st of the school year in which the evaluation is otherwise required to be conducted may not be evaluated, at the election of the Board.

5. The Board and the Association are committed to using the Ohio Teacher Evaluation System ("OTES"), as it currently exists as the model for assessing teacher performance. Revisions and amendments to OTES required by law or recommended by ODE will be grounds for the parties to convene discussion in the LMC. To this end, the parties agree that the OTES model will be followed for:
- i. Self-Assessment Summary Tool
 - ii. Calculating Student Growth Measures
 - iii. Calculating the Final Summative Rating
 - iv. Professional Growth and Improvement Plans
 - v. Assessing Teacher performance
 - vi. The Formal Observation Process (including pre-conference, classroom observation, walk-throughs and post-conference)
 - vii. Assessing Student Growth
 - viii. Defining terms and conditions as applied to OTES

6. Pursuant to the Board's Teacher Evaluation Policy, Teachers who receive a final summative rating of "accomplished" on their most recent evaluation shall be evaluated once every three years. Unit members receiving a summative rating of "skilled" on their most recent evaluation shall be evaluated once every two years. In the event a Teacher being evaluated other than annually because of a rating of "skilled" or "accomplished" receives student academic growth measures "below expected levels", the Teacher and credentialed evaluator will collaborate on a plan of improvement and the Teacher will be formally evaluated the following school year.

In any year in which a Teacher is not formally evaluated as set forth above, he/she must be observed on at least one (1) occasion by a credentialed evaluator and he/she must be given at least one (1) post-conference.

7. The Board and the Association agree that the following OTES Resources will be utilized by the District, as necessary and appropriate, in evaluating performance as part of the OTES Model:
- i. Self-Assessment Summary Tool
 - ii. Professional Growth Plan
 - iii. Improvement Plan
 - iv. Improvement Plan Evaluation
 - v. Teacher Performance Evaluation Rubric
 - vi. Informal Observation: General Form
 - vii. Informal Observation: Open Ended Form
 - viii. Final Summative Rating of Teacher Effectiveness
 - ix. The Ohio Teacher and Principal Evaluation System ("ETPES")
 - x. Any other OTES resources that may be subsequently adopted into the OTES Model, required by law or recommended by ODE will be grounds for the parties to convene discussion in the LMC.

8. The following evaluation timelines shall be followed:
- i. If only two (2) observations are required:
1st formal observation by December 31st
2nd formal observation by April 15th
 - ii. If three (3) observations are required:
1st formal observation by December 31st

- 2nd formal observation by March 1st
 - 3rd formal observation by May 1st
 - iii. Pre-conference held within a mutually agreeable time preceding the Observation. A pre-conference prior to the second observation is optional (i.e. held at the request of either the teacher or the evaluator).
 - iv. Post-Conference—Unless otherwise mutually agreed, held within ten (10) work days of an Observation
 - v. Observation Report—To be provided within ten (10) work days of a Post-Conference
 - vi. Walkthroughs—A copy of the completed Walkthrough/Informal Observation form shall be provided to the teacher within a reasonable time following the Walkthrough
 - vii. Summative Evaluation Conference with written report to be completed not later than May 10th.
9. Any timelines set forth in this Article shall be modified if any step in the teacher evaluation procedure cannot be adhered to because a teacher or evaluator is unavailable because of absence or approved leave. The step in the teacher evaluation procedure shall be completed within the same amount of time that the teacher and/or evaluator was not available due to absence or approved leave (i.e. if an evaluator/teacher is absent for five (5) work days, the step in the teacher evaluation procedure shall be conducted/completed within five (5) work days of the evaluator/teacher's return to work).
10. Evaluations shall be considered when making reduction in force and promotion decisions. Seniority shall not be a basis for making reduction in force and recall decisions, except when making a decision between teachers who have comparable evaluations.
11. Areas of refinement noted on the Observation Report and Walkthrough forms shall be accompanied by recommendations for improvement.
12. The Board shall consider evaluations when it proceeds according to statute to remove poorly performing teachers. Removal shall mean termination for good and just cause pursuant to Ohio Revised Code 3319.16.

ARTICLE 24 – COMMON PLAN

In an effort to encourage communication, coordination and cooperation among the professional staff members as they redesign the instructional programs to maximize learning for all students, the Board of Education of the Blanchester Local School District and the Blanchester Education Association agree to reconstruct the school day. It is agreed that this reconstruction of the school day does not set a precedent. This ARTICLE will become null and void should the State require more minutes in the school day.

The length of the members' workday shall not exceed seven and one-half (7-1/2) hours. The starting and dismissal times for members and students will vary from building to building and the duty assignments of individual members may be changed so long as the number of hours during which the members are required to be present does not change. During the seven and one-half hour workday, time will be scheduled for common planning at each building and all members at the secondary/middle school level shall be provided with at least one (1) preparation period per day, equal in length to one regular class period, and all members at the elementary level shall be scheduled with at least two hundred twenty-five(225) minutes planning time per week. In addition, each member shall have at least one-half hour uninterrupted duty-free lunch period daily.

To facilitate shared decision making and cooperating planning, a Building Leadership Team (BLT), composed of certificated staff, classified staff and building administrators, shall be formed at each building with the express purpose of determining which issues or concerns shall be addressed by the full faculty and/or committees. The staff in each building shall select individuals to serve on the BLT. At the discretion of the staff, individuals may serve on the BLT on a rotating basis for an indefinite period of time.

Common planning is scheduled on a daily basis; however, time may be accumulated and used at the discretion of the BLT. The common planning time may be used for a variety of activities, including the following:

- identify, implement and evaluate program/instructional goals;
- share individual teacher expertise in areas of common interest;
- plan for flexible grouping of students;
- plan opportunities to use community resources;
- develop interdisciplinary learning units;
- participate in meetings with school and community members for district wide and school wide planning;
- plan for sustained site-based professional development that directly improves the learning of all students;
- introduce new members to the school setting;
- prepare individuals to assume leadership roles;
- coordinate grade level and/or departmental activities;
- design thematic teaching units;
- plan communications to parents and community;
- supervise independent lab work of students;
- schedule individual and small group counseling for students;
- establish and evaluate short and long range goals for the school, grade levels, subject areas, and individual students;
- plan for team teaching;
- schedule staff development programs;
- develop courses of study;
- brainstorm innovative approaches to teaching and learning;
- visit community locations to display student work;

- conduct faculty meetings;
- complete applications for financial grants;
- train and supervise teen peer counseling sessions; and
- schedule I.E.P. conferences.

Each Building Leadership Team shall establish a common planning agenda according to the needs of the building. Staff members shall begin meetings promptly and use the time profitably. Members within an established group shall designate a chairperson who will be responsible for reporting the group's planning efforts to the BLT and/or full faculty. The group, in conjunction with the BLT, will evaluate and review whether the course of action was effective in reaching its goals.

ARTICLE 25 – LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

The Blanchester Board of Education in cooperative with the Blanchester Education Association has developed a Local Professional Development Committee as required by *Ohio Revised Code 3319.22*.

The composition of this district-wide committee shall be as follows:

1. Four (4) certificated teachers selected by the association, and three (3) administrators, selected by the Superintendent.
2. In the case of a vacancy created on the committee, the Association shall select a certificated teacher to fill a certificated teacher's position and the Superintendent shall select an administrator to fill the position vacated by an administrator.
3. Members of the committee shall be paid the flat hourly rate for each hour he/she is performing his/her responsibilities.

ARTICLE 26 – EMPLOYMENT OF RETIRED TEACHERS

If the Board elects to employ individuals who have retired and are receiving benefits through the State Teachers Retirement System, the conditions set forth in this Article shall apply to the employment of these members.

1. Initial salary placement for a returning teacher shall be at step zero on the current teacher salary schedule training column. Unless otherwise agreed by the Board, said teacher shall remain at step zero for the duration of their re-employment following retirement. The retiring teacher's salary shall not be subject to Chapter 3317 or any other section of the Ohio Revised Code.
2. Effective July 1, 2010, full time reemployed retirees are eligible for the single health insurance plan. Such employees may upgrade to a family insurance plan at the employees expense.
3. A member shall be employed under a one year limited contract which will automatically expire. In March of each year a conference shall be held where the member and Superintendent will determine if the member shall continue his/her employment. If there is mutual agreement to continue in the assignment, a subsequent one year limited contract shall be approved by the Board. A teacher reemployed pursuant to this Article shall not be eligible to receive a continuing contract regardless of the years of service or license held.

4. A member is not eligible to receive severance pay.
5. A member is entitled to receive reimbursement only for coursework necessary to maintain his/her certificate/license in accordance with Article 36.
6. Except as stated in this Article, all other provisions of the contract shall apply to said member.
7. In the event of a reduction in force, the reemployed teacher will not have any bumping rights.
8. Pursuant to the authority provided by ORC 4117.10, this provision shall supersede and replace ORC 3319.11, 3319.111, 3319.141, 3319.17, ORC Chapters 3317 and 3307.

ARTICLE 27 – CHILD CARE/ADOPTION LEAVE

- A. If a member desires to take unpaid child care leave, the member shall notify the building principal at least sixty (60) days prior to the date upon which the member plans to start child care leave and the anticipated date of return. In cases of adoption, the member shall give the principal as much notice as possible of the actual date of receiving the child.
- B. The total length of child care leave shall not exceed two (2) semesters and the member's return shall coincide with the beginning of a semester/school year. A member shall be granted eighteen (18) weeks of unpaid leave upon request. The leave may be extended to thirty-six (36) weeks of unpaid leave with the permission of the Superintendent.
- C. A member granted a child care leave shall be returned to the original position if the leave is for one (1) semester or less, provided that the member is still under contract with the school district. A member granted child care leave for more than one (1) semester shall be returned to the original position or one for which the member is certified, provided that the member is still under contract with the school district.
- D. Child care leave shall not extend the term of a member's contract, but taking such leave shall not be considered cause for nonrenewal.

ARTICLE 28 – FAMILY AND MEDICAL LEAVE

Bargaining unit members shall be entitled to a leave of absence under the Family and Medical Leave Act of 1993. The district shall grant such leave in accordance with the rules under that Act. Leaves granted under the Act shall run concurrent with any paid leaves provided for in this contract. Return from unpaid medical leave shall be under the same terms as those provided for under FMLA.

ARTICLE 29 – PROFESSIONAL LEAVE

- A. A member, with the approval of the Superintendent, may be granted professional leave to improve his or her professional scope and knowledge. All requests for leave are to be in writing and must be directed through the member's principal or immediate supervisor on forms provided.
- B. Professional leave may be granted for the purpose of attending workshops, conferences and seminars directly related to the member's teaching field, visiting other schools to view exemplary programs, to attend meetings of professional organizations and other meetings as

approved by the Superintendent. Personal employee vacations are not subject to professional leave.

- C. Member's requests to attend conventions may be permitted if the person making the request is an elected delegate to the convention or if the officers of the convention request, in writing, the attendance of a teacher. Expenses will not be approved for delegates attending professional association conventions which are interpreted to be legislative in nature.
- D. Purchase orders will be provided to participants in professional development opportunities for registration, with two weeks prior written notice to the Treasurer.
- E. Reimbursement
 - 1. If attendance at a workshop, conference and seminar is required by a member's teaching position or requested by the administration, payment shall be paid in full.
 - 2. If attendance is requested by the member, reimbursements for expenses incurred while on approved professional leave shall include the following: (1) mileage, at rates established by the IRS, (2) registration fees (to a maximum of \$300), (3) lodging (to a maximum of \$125 per night, (4) meals (when overnight stay is necessary, meal expenses shall be limited to forty dollars (\$40.00) per day, (5) and parking to a maximum of \$20.00 per day.
- F. Itemized expenditures and receipts must be presented to the Treasurer of the Board upon return from leave or expenses may not be allowed.

ARTICLE 30 – PERSONAL LEAVE

- A. Each full-time member shall have three (3) days of paid unrestricted personal leave each year. Part-time members shall be granted an equivalent amount of teaching time for personal leave on no more than three (3) regularly scheduled school days.
- B. Personal leave shall be governed by the following criteria:
 - 1. A request for personal leave shall be made to the principal and/or Superintendent at least three (3) school days prior to such leave on a form provided by the Board.
 - 2. Personal leave shall not be granted on the first and last day of school, nor on any school day preceding or following a day when school is closed for holidays, vacation, and on professional conference days unless an emergency exists.
 - 3. Personal leave days may not be used for gainful employment.
 - 4. A member with any unused personal leave days at the end of the school year shall be paid eighty (\$80) per day, unless the member chooses the provisions in B.5. of this Article.
 - 5. Unused personal leave days are not accumulative from year to year, but shall be converted to accumulated unused sick leave.
- C. Personal leave shall be unrestricted except for provisions B 2 and B 3 above.

ARTICLE 31 – EMERGENCY LEAVE

Emergency situations not covered by sick leave or personal leave which requires absence from classroom duties may only be approved by the Superintendent of schools.

ARTICLE 32 – ASSAULT LEAVE

Any member who is unable to perform his or her duties due to a physical assault upon him/her by a student or parent shall receive assault leave up to a maximum of ten (10) days. Upon request from the Superintendent, the member shall provide the Superintendent with a statement from his or her physician that he/she was unable to perform the duties due to the injury.

ARTICLE 33 – SICK LEAVE

- A. A member may use sick leave for absences due to pregnancy, medical appointments, personal illness, injury, exposure to contagious disease or for absence due to illness, injury or death in the member's immediate family. Immediate family for this purpose shall include spouse, children, father, mother, brother, sister, in-laws, grandparents, grandchildren, relative residing in the same household, or other persons who have assumed a similar position as parents to the member.
- B. A member who adopts a child twenty-four (24) months old or younger is entitled to use up to six (6) weeks of accumulated sick leave. Unless medical complications arise, a member who gives birth shall be entitled to use sick leave for a period of up to eight (8) calendar weeks from the date of delivery.
- C. Each member, by State Law, is granted a minimum of fifteen (15) days annually or 1-1/4 (one and one quarter) days per month of sick leave. On reporting to duty, each member shall be credited with five (5) days sick leave, as prescribed by Section 3319.08, R.C. A member entering the school system from other school systems in the State of Ohio should file with the Treasurer of the Board a statement as to the cumulative sick leave credited to him/her in the system from which he/she transferred.
- D. Members shall accumulate 228 days sick leave.
- E. At the completion of the fifth month of service and the completion of each month of service thereafter, 1-1/4 days of sick leave shall be credited to the sick leave account of each beginning member for the actual number of months of service rendered and for which the member was paid. All other members with annual contracts shall receive 1-1/4 days per month on an annual basis.
- F. Sick leave credit of 1-1/4 days per month shall continue to accrue during the use of sick leave, provided the member has not been officially separated from the present payroll.
- G. Members will be furnished at the end of the school year and on termination of contract, a statement of the total number of accumulated sick leave days.
- H. A member may donate accumulated sick leave to another member who has exhausted his/her sick leave due to a catastrophic illness, injury or disease afflicting the member or his/her immediate family. All donations must be on forms provided by the Board Treasurer. A member may donate not more than five (5) days of the member's accumulated sick leave per

contract year, from July 1 to June 30. A recipient of sick leave donations shall be allowed to accumulate no more than thirty-five (35) days of donated sick leave per contract year.

ARTICLE 34 – COURT LEAVE

- A. When a member is called for jury service, he/she shall notify his/her principal as soon as notice is received. The member shall suffer no loss of pay while on jury duty, provided the member surrender any court services per diem, excluding transportation, meals and room to the Board Treasurer.
- B. When a member is subpoenaed to court on school related issues, where he/she is a witness or representative on behalf of the school district, he/she shall notify his/her principal as soon as the subpoena is received. The member shall suffer no loss of pay while on court leave, provided the member surrender any court services per diem that may be provided the member, excluding transportation, meals and room to the Board Treasurer.

ARTICLE 35 – PROFESSIONAL DEVELOPMENT PLAN

- A. The Board recognizes the need for all members to maintain a high level of competency within their area of professional responsibilities. The Board therefore supports and encourages professional growth through workshops, conferences, and academic offerings that will promote curricular innovations, technological discoveries, as well as instructional methods which will enhance the learning processes for students within the district.
- B. Incentive is therefore provided through tuition reimbursement to each member who meets the following criteria for an Educational Development Program.
 - 1. All course work must be related to the member's teaching field, professional duties, or field of advancement or areas identified for improvement or refinement as reflected in the member's performance evaluation.
 - 2. Only course offerings from a four-year accredited college or university, or extension thereof, will be accepted.
 - 3. Undergraduate courses will only be approved if there is a direct relationship to the current teaching responsibility of the member.
 - 4. Tuition reimbursement of \$300 per semester credit or \$200 per quarter credit shall be paid by the Board to each member who successfully completes additional training. A maximum of four (4) semester credits or six (6) quarter credits per year will be considered for reimbursement, for a maximum reimbursement of \$1200.
 - 5. Members who qualify shall receive reimbursement within thirty (30) days after submitting proof of credit (official transcript) to the Superintendent within one (1) year from completion of coursework.
 - 6. Only members out of pocket tuition will be reimbursed.

ARTICLE 36 – STRS – BOARD “PICK-UP”

The Board herewith agrees to pick-up (assume and pay) contributions to the State Teachers Retirement System on behalf of the members on the following terms and conditions:

- A. The amount to be picked-up on behalf of each member shall be the total member's contribution to the STRS based upon the member's total annual compensation.
- B. The pick-up shall apply uniformly to all members.
- C. No member covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the Board pick-up.
- D. The pick-up shall apply to all compensation including supplemental earnings thereafter.
- E. The Association agrees on behalf of its members that the consequences of any adverse ruling by the Internal Revenue Service or by a Court of Law holding that said contributions are not in the form of a salary reduction shall be the responsibility of the member and not the responsibility of the Board.

ARTICLE 37 – SEVERANCE PAY

- A. Each member who qualifies for retirement benefits and who claims retirement benefits upon his/her departure from service from the Blanchester School District shall receive a severance allowance based upon his/her final per diem base salary and 25% of his/her accrued sick leave insofar as it does not exceed a total of fifty-seven (57) days. To qualify for retirement, the unit member must be approved for retirement by STRS. Payment of severance will begin following receipt by the Board of written certification that STRS has begun payment of benefits.
- B. Members who have filed their intentions to retire with STRS may claim their severance allowance during the first three months following the effective date of retirement. Checks covering the severance allowance may be issued in two or three equal payments if the member does not choose to receive a lump sum settlement.
- C. Super Severance will be given to employees who retire when they are first eligible to retire with thirty (30) years of service. This incentive shall be thirty-three percent (33%) of the employee's accumulated sick leave not to exceed seventy-two (72) days.

This severance will be paid at the employee's current per diem rate. The calculated incentive shall be rounded up or down to the nearest full day before being multiplied by the per diem rate.

NOTE: Unit members with less than five (5) years service with Blanchester Local School District will be paid severance only on those sick leave days accumulated during employment with Blanchester Local School District.

ARTICLE 38 – INSURANCE PROGRAMS

- A. Employees shall be able to obtain coverage immediately upon a status change.

- B. Any new employees shall be able to obtain coverage the first day of the month following the first day they are required to work.
- C. The Board will not change coverage without prior approval of the Association.
- D. The carriers of each insurance program shall provide the Association all annual summary reports and rate increase data and information at the same time it is provided to the Board.
- E. The foregoing insurance shall be provided in accordance with the following schedule:

Portion of Premium Paid By Teaching Staff

Insurance Coverage	Board	Member
Health Care		
Single contract	89%	11%
Family contract	89%	11%
Major Medical and Prescription Drug		
Single contract	89%	11%
Family contract	89%	11%
Vision	100%	0%
Dental	100%	0%
\$25,000 Life Insurance	100%	0%

Effective October 1, 2015, the prescription drug plan shall include the following deductibles:

- \$ 10 - Generic drugs
- \$20 - Brand Name drugs
- \$30 - Non Formulary drugs
- \$15 - Co-pay for Office Visits

Effective October 1, 2015, the maximum out of pocket for a single plan and a family plan shall be \$1500/\$3000 respectively.

- F. The member's share of his/her hospitalization premium shall be processed through an Internal Revenue Code, Section 125 A Plan.
- G. Dental Coverage of orthodontics will be paid at 50% of the cost, not to exceed \$2000.
- H. Health Insurance Opt-Out Incentive
 1. If at least six (6) unit members who were insured through the Board's health plan during the 2014-2015 plan year elect to opt-out of the Board's health plan, then an Opt-Out Incentive shall be paid according to the terms of this Article. In order for the Opt-Out incentive to be paid in years following the initial year of this Agreement, at least six (6) unit members who were insured through the Board's health plan during the 2014-2015 plan year must continue to stay off the Board's health plan in those subsequent years.
 2. Subject to the requisite number of unit members opting-out as referenced in subsection 1., above, the Board will pay an annual Incentive to unit members who elect not to take the Board's health insurance plan on or before October 1st of each year. The opt-out incentive shall be paid as follows:
 - Family Plan: \$2,550
 - Single Plan: \$1,500
 3. The lump sum payment shall be made in the last pay in June of each school year.

4. If coverage is dropped for less than twelve (12) months, the incentive payment will be based on the number of whole months during the contract year for which coverage was dropped.
5. For part time unit members, the opt-out incentive will be prorated to reflect the proportion of a full time equivalent (FTE) position held by the unit member.
6. In order to be eligible to receive the opt-out incentive, the unit member must stay off the Board's health insurance plan from October 1st through the remainder of that contract year. However, if the unit member experiences a qualifying event (including, but not limited to the unit member's spouse losing his/her job) then, in such event, the unit member will be eligible to immediately resume his/her health insurance coverage through the Board. The unit member's opt-out incentive will be prorated to reflect the percentage of a full contract year that the unit member was off the Board's health plan.

ARTICLE 39 – PAY PERIODS

Members shall receive their yearly salary in twenty-six equal installments. The installments shall be paid on alternating Fridays, the first installment two weeks after last full pay of previous school year. (27 pays if calendar dictates).

ARTICLE 40 – DIRECT DEPOSIT

Members shall be paid by direct deposit.

ARTICLE 41 – PAYROLL DEDUCTIONS

The following items shall be withheld from a member's pay, upon the request of the member:

- A. Health Insurance
- B. Annuities (minimum five (5) members requesting from one company)
- C. Retirement
- D. Taxes
- E. Association dues
- F. U.S. Savings Bonds
- G. Credit Union
- H. OEA Fund For Children And Public Education

ARTICLE 42 – MILEAGE REIMBURSEMENT

Members who are required to utilize his/her own automobile as part of his/her responsibilities shall be reimbursed at the IRS effective rate.

ARTICLE 43 – COLLEGE STUDENT PLACEMENT COMPENSATION

When the placement of a college student (i.e. student teacher) with a member results in compensation received by the District from the college, that compensation shall either be provided in

equal amount to the teacher accepting the placed student or allocated for the teacher to use toward the purchase of instructional supplies.

If the teacher chooses compensation, the District will deduct from the payment Medicare and STRS contributions.

**ARTICLE 44 – SUPPLEMENTAL CONTRACT SCHEDULE
CLASSIFICATION FOR SUPPLEMENTAL CONTRACTS
STEP 0 – BACHELOR’S DEGREE**

12%, 14%, 16%

Band Director – High School
Varsity Football
Varsity Basketball
Varsity Wrestling

9%, 11%, 13%

Varsity Baseball
Varsity Softball
Varsity Soccer
Varsity Track
H.S. Volleyball
H.S. Cross Country

6%, 8%, 10%

Asst. Band Director
Asst. Varsity Football
Asst. Varsity Basketball
Golf
H.S. Tennis
Drama Director (2 Productions/Year)
H.S. Events Manager
Middle School Events Manager

4%, 6%, 8%

Middle School Football
Middle School Wrestling
Middle School Track
Middle School Volleyball
Middle School Basketball
Assistant Wrestling
Assistant Baseball
Assistant Softball
Assistant Volleyball
Assistant Cross Country
Assistant Track
Weightlifting Supervisor
Guard Advisor
Assistant Soccer
Jr. Class Advisor (Prom, fundraising,
Including concessions)

3%, 5%, 7%

H.S. Cheer Sponsor – Basketball
H.S. Cheer Sponsor – Football
Middle School Cheerleading Director
Technical Director (2 Productions/Year)
H.S. Yearbook
Middle School Football Cheerleader Sponsors
Middle School Basketball Cheerleader
Sponsors
Senior Class Advisor

3%, 5%

H.S. Student Council
Middle School Student Council
Academic Team Advisor
H.S. – NHS Advisor
Middle School – NHS Advisor
Middle School Yearbook
S.A.D.D. Advisor
Power of the Pen Advisor
Intermediate School Yearbook
Intramural Basketball Advisor
Percussion Advisor

FLAT RATE

Home Instruction – per diem/hr. + mileage
Approved Curriculum Textbook
Testing and Related Assignments
During non-school hours - \$25/hr. +
mileage
High School Art - \$250/year
Music Choir Programs - \$150/approved
evening program (Band covered under
supplemental)
Detention Duty - \$25
LPDC - \$25
DLT – \$25/hr. + mileage

Percentages on the above schedule represent the percentage of the BA 0 salary paid to the supplemental contract holder with zero, one or two years experience respectively. Experience is based on years in that specific position within Blanchester Local School District, or another school district. The Superintendent may recommend to the Board additional supplemental and extended contract positions as needed. Salary placement will be established after discussion with the Association.

In the situation in which two employees elect to share one supplemental position, the division

of the salary for that position will be left to the discretion of the Superintendent.

It is agreed that the Board and the Association will develop a committee to address updating the Supplemental Salary Schedule.

ARTICLE 45 – SALARY SCHEDULE

Salary Schedule: Bargaining unit members shall be paid according to the salary schedule contained in the appendices to this contract.

The base salary for school year 2015-2016 shall increase by 3% and be \$32,218 which shall be effective July 1, 2015. The base salary for school year 2016-2017 shall increase by 3% and be \$33,185 which shall be effective July 1, 2016. The base salary for the 2016-2017 school year shall increase by 2% and be \$33,848 which shall be effective July 1, 2017.

- A. Each member employed by the Board, shall be given initial credit for a minimum of zero (0) to a maximum of up to ten (10) years of service outside the District, whether private or public, or up to five (5) years of military service in the Armed Forces of the United States or a combination of both not to exceed ten (10) years for proper placement on the salary schedule. In addition, to said maximum stated, the Board may, at its option and discretion, grant credit for additional years of public or private teaching experience for initial placement on the salary schedule.
- B. One year's teaching experience shall be defined as not less than one hundred twenty (120) days of teaching during a given school year (includes substitute teaching).
- C. Failure of a member to provide proper certification/licensure could result in withholding of pay and/or dismissal.
- D. Any member employed by the Board during the 2009-2010 school year and who did not advance one year of experience from the previous school year shall be provided with two (2) years of experience applicable for salary schedule placement effective July 1, 2015.

ARTICLE 46 – LENGTH OF CONTRACT

- A. This contract shall commence on July 1, 2015 and expire on June 30, 2018.
- B. Signatures:

FOR THE BOARD

Dr. Charles R. DeLuca
President

Dulene Kanner
Treasurer

8-14-15
Date

FOR THE ASSOCIATION

Bonnie Carroll
President

Ray [Signature]
Team Member

Michelle Elston
Team Member

[Signature]
Team Member

Kurt M. Ballyon
Team Member

8-14-15
Date

APPENDIX A - GRIEVANCE FORM

Date Submitted: _____

Name: _____

Position: _____

School: _____

Principal: _____

Briefly state the problem, indicating date of occurrence and provisions violated, misinterpreted or misapplied: _____

Remedy Sought: _____

Step 2 Response: _____

Date: _____

Signature: _____

The disposition at Step 2 has not been satisfactory. I am appealing this grievance to Step 3.

Date: _____

Signature: _____

Step 3 Response: _____

Date: _____

Signature: _____

The disposition at Step 3 has not been satisfactory. I am appealing this grievance to Step 4.

Step 4 Response: _____

Date: _____

Signature: _____

The disposition at Step 4 has not been satisfactory. I am providing notification of intent to proceed to arbitration.

Date: _____

Signature: _____

APPENDIX B—CONTINUING CONTRACT APPLICATION

(Due to Superintendent by November 1)

Name _____ Building Assignment _____

Years in District _____ Total Years of Experience _____

Type of Certificate/License Currently Held _____

Please circle appropriate level of education:

BA Masters MA+15 MA+30

Did you have Continuing contract status in your previous employment? _____

ELIGIBILITY REQUIREMENTS¹

- A. Teacher is employed by the Board for a period of two (2) years and the teacher has previously attained continuing contract status in another Ohio public school district.
- B. Teacher has worked in the school district for three (3) of the last five (5) years and has a professional certificate.
- C. Teacher has worked in the school district for three (3) of the last five (5) years and has a professional license, and
 - 1. If the teacher held his/her master's degree at the time of the issuance of the initial license, the teacher has started and completed six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate or license, or
 - 2. If the teacher did not hold a master's degree at the time of the issuance of the initial license, the teacher has started and completed thirty (30) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate or license.

The above information is true and accurate to the best of my knowledge.

Signature Date

¹ Eligibility for a continuing contract shall be governed by Ohio Revised Code 3319.08. As a courtesy to the teacher, the eligibility requirements are summarized herein. However, these eligibility requirements are subject to change in the event there is a change in the law.

BLANCHESTER LOCAL SCHOOL DISTRICT
 TEACHER'S SALARY SCHEDULE
 EFFECTIVE JULY 1, 2015
 3.0% INCREASE

STEP	DEGREE		DEGREE +15 HOURS		150 HOURS		MASTERS		MASTERS + 15 HOURS	
	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY
0	1.0000	32,218	1.0190	32,830	1.0380	33,442	1.0950	35,279	1.1140	35,891
1	1.0425	33,587	1.0638	34,274	1.0855	34,973	1.1475	36,970	1.1665	37,582
2	1.0850	34,957	1.1085	35,714	1.1330	36,503	1.2000	38,662	1.2190	39,274
3	1.1275	36,326	1.1533	37,157	1.1805	38,033	1.2525	40,353	1.2715	40,965
4	1.1700	37,695	1.1980	38,597	1.2280	39,564	1.3050	42,044	1.3240	42,657
5	1.2125	39,064	1.2428	40,041	1.2755	41,094	1.3575	43,736	1.3765	44,348
6	1.2550	40,434	1.2875	41,481	1.3230	42,624	1.4100	45,427	1.4290	46,040
7	1.2975	41,803	1.3323	42,924	1.3705	44,155	1.4625	47,119	1.4815	47,731
8	1.3400	43,172	1.3770	44,364	1.4180	45,685	1.5150	48,810	1.5340	49,422
9	1.3825	44,541	1.4218	45,808	1.4655	47,215	1.5675	50,502	1.5865	51,114
10	1.4250	45,911	1.4665	47,248	1.5130	48,746	1.6200	52,193	1.6390	52,805
11	1.4675	47,280	1.5113	48,691	1.5605	50,276	1.6725	53,885	1.6915	54,497
12	1.5100	48,649	1.5560	50,131	1.6080	51,807	1.7250	55,576	1.7440	56,188
13	1.5725	50,663	1.6208	52,219	1.6755	53,981	1.7975	57,912	1.8147	58,466
15	1.5938	51,349	1.6432	52,941	1.6993	54,748	1.8238	58,759	1.8419	59,342
17	1.6150	52,032	1.6655	53,659	1.7230	55,512	1.8500	59,603	1.8690	60,215
22					1.7705	57,042	1.9025	61,295	1.9215	61,907
25							1.9550	62,986	1.9740	63,598

BLANCHESTER LOCAL SCHOOL DISTRICT
 TEACHER'S SALARY SCHEDULE
 EFFECTIVE JULY 1, 2016
 3.0% INCREASE

STEP	DEGREE		DEGREE +15 HOURS		150 HOURS		MASTERS		MASTERS + 15 HOURS	
	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY
0	1.0000	33,185	1.0190	33,816	1.0380	34,446	1.0950	36,338	1.1140	36,968
1	1.0425	34,595	1.0638	35,302	1.0855	36,022	1.1475	38,080	1.1665	38,710
2	1.0850	36,006	1.1085	36,786	1.1330	37,599	1.2000	39,822	1.2190	40,453
3	1.1275	37,416	1.1533	38,272	1.1805	39,175	1.2525	41,564	1.2715	42,195
4	1.1700	38,826	1.1980	39,756	1.2280	40,751	1.3050	43,306	1.3240	43,937
5	1.2125	40,237	1.2428	41,242	1.2755	42,327	1.3575	45,049	1.3765	45,679
6	1.2550	41,647	1.2875	42,726	1.3230	43,904	1.4100	46,791	1.4290	47,421
7	1.2975	43,058	1.3323	44,212	1.3705	45,480	1.4625	48,533	1.4815	49,164
8	1.3400	44,468	1.3770	45,696	1.4180	47,056	1.5150	50,275	1.5340	50,906
9	1.3825	45,878	1.4218	47,182	1.4655	48,633	1.5675	52,017	1.5865	52,648
10	1.4250	47,289	1.4665	48,666	1.5130	50,209	1.6200	53,760	1.6390	54,390
11	1.4675	48,699	1.5113	50,152	1.5605	51,785	1.6725	55,502	1.6915	56,132
12	1.5100	50,109	1.5560	51,636	1.6080	53,361	1.7250	57,244	1.7440	57,875
13	1.5725	52,183	1.6208	53,786	1.6755	55,601	1.7975	59,650	1.8147	60,221
15	1.5938	52,890	1.6432	54,530	1.6993	56,391	1.8238	60,523	1.8419	61,123
17	1.6150	53,594	1.6655	55,270	1.7230	57,178	1.8500	61,392	1.8690	62,023
22					1.7705	58,754	1.9025	63,134	1.9215	63,765
25							1.9550	64,877	1.9740	65,507

BLANCHESTER LOCAL SCHOOL DISTRICT
 TEACHER'S SALARY SCHEDULE
 EFFECTIVE JULY 1, 2017
 2.0% INCREASE

STEP	DEGREE		DEGREE +15 HOURS		150 HOURS		MASTERS		MASTERS + 15 HOURS	
	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY
0	1.0000	33,849	1.0190	34,492	1.0380	35,135	1.0950	37,065	1.1140	37,708
1	1.0425	35,288	1.0638	36,009	1.0855	36,743	1.1475	38,842	1.1665	39,485
2	1.0850	36,726	1.1085	37,522	1.1330	38,351	1.2000	40,619	1.2190	41,262
3	1.1275	38,165	1.1533	39,038	1.1805	39,959	1.2525	42,396	1.2715	43,039
4	1.1700	39,603	1.1980	40,551	1.2280	41,567	1.3050	44,173	1.3240	44,816
5	1.2125	41,042	1.2428	42,068	1.2755	43,174	1.3575	45,950	1.3765	46,593
6	1.2550	42,480	1.2875	43,581	1.3230	44,782	1.4100	47,727	1.4290	48,370
7	1.2975	43,919	1.3323	45,097	1.3705	46,390	1.4625	49,504	1.4815	50,147
8	1.3400	45,358	1.3770	46,610	1.4180	47,998	1.5150	51,281	1.5340	51,924
9	1.3825	46,796	1.4218	48,127	1.4655	49,606	1.5675	53,058	1.5865	53,701
10	1.4250	48,235	1.4665	49,640	1.5130	51,214	1.6200	54,835	1.6390	55,479
11	1.4675	49,673	1.5113	51,156	1.5605	52,821	1.6725	56,612	1.6915	57,256
12	1.5100	51,112	1.5560	52,669	1.6080	54,429	1.7250	58,390	1.7440	59,033
13	1.5725	53,228	1.6208	54,862	1.6755	56,714	1.7975	60,844	1.8147	61,426
15	1.5938	53,949	1.6432	55,621	1.6993	57,520	1.8238	61,734	1.8419	62,346
17	1.6150	54,666	1.6655	56,376	1.7230	58,322	1.8500	62,621	1.8690	63,264
22					1.7705	59,930	1.9025	64,398	1.9215	65,041
25							1.9550	66,175	1.9740	66,818

*Collective Bargaining Agreement Between
Blanchester Board of Education -AND-
Blanchester Education Association
July 1, 2015 through June 30, 2018*



INDEX

A		Health Insurance	40
AAA	11	I	
Access to File	18	Impasse	8
Agreement	8, 9	Impasse/Dispute Resolution Procedure	8
American Arbitration Association	11	Indemnification of Employer	13
Anecdotal Files	19	Informal Procedure	17
Annuities	40	Information	7, 18, 19
Arbitration	11	Insurance	39, 40
Assignments	23, 42	Internal	38, 39
B		Involuntary Building Transfers	23
Bargaining Agreement	9	L	
Bargaining Information	7	Labor Management Committee	17, 24
Bargaining Meetings	7	Leaves	33
Bargaining Unit	iv, 12	Limited Contracts	14
Bargaining Unit Member	12	LMC	24, 26
Board of Education	25, 31, 32	Local Professional Development Committee	32
Building Assignments	23	Location	18
Building Leadership Team	31, 32	LPDC	42
C		M	
Certificated Personnel	iv	Mediation	8, 26
Chairperson	26	Meeting Schedule and Agenda	26
Complaints	17	Meetings	7, 26
Contract	iv, 14	Members	12, 27, 32, 35, 36, 37, 38, 40, 41
Contracts	14	Minutes	27
Copies of Materials	19	N	
Credit Union	40	Negotiations	8
D		Notification of the Amount of Fair Share Fee	12
Deadline	22	O	
Defined	22	Ohio Revised Code	iv, 6, 8, 14, 18, 19, 32
Definitions	5, 9	P	
Dispute Resolution Procedure	8	Payroll Deduction of Fair Share Fee	12
E		Personnel	iv
Employees	39	Posting of Vacancies	22
Entitlement to Rebate	13	Privacy Act	19
Executive Session	18	Procedure for Rebate	13
Expenses	34	Procedures	8
F		R	
Faculty Advisory Committee	26	Recognition	iv
Fair Share Fee	12, 13	REDUCTION IN FORCE	19
Federal Mediation and Conciliation Service	8	Representation	7, 18, 24
File Information	18	Requests for Bargaining	7
File Location	18	Review of Materials in File	19
FMCS	8	S	
Formal Procedure	18	Salary	53
G		Schedule	13
General Guidelines	26	Schedule of Fair Share Fee Deductions	13
General Provisions	24	Scope Bargaining	5
H			

Selection	11, 23
Seniority	5, 12, 24
Service	11, 26, 38
State Teachers Retirement System	32, 38
Statement of Principles	iv
STRS	38
<i>T</i>	
Teachers	32, 38
Transfers	23
Transmittal of Deductions	13
<i>V</i>	
Vacancies	22
Vacancy	22
Voluntary	23, 24
Voluntary Transfers	23