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COLLECTIVE BARGAINING AGREEMENT

between the

**DANBURY LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**

and the

DANBURY EDUCATION ASSOCIATION

August 1, 2015 through July 31, 2018

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
I.	<u>NEGOTIATIONS</u>	1-3
	1.01 PREAMBLE	1
	1.02 RECOGNITION	1
	1.03 COLLECTIVE BARGAINING PROCEDURE.....	1-2
	1.04 GROUND RULES FOR NEGOTIATIONS	2
	1.05 MANAGEMENT RIGHTS	2-3
II.	<u>GRIEVANCE PROCEDURE</u>	3-6
	2.01 INTRODUCTION	3
	2.02 DEFINITIONS.....	3
	2.03 INITIATION AND PROCESSING.....	3-5
	2.04 GENERAL PROCEDURES	5-6
III.	<u>EMPLOYMENT PRACTICES</u>	6-33
	3.01 PROFESSIONAL RELATIONS COMMITTEE	6
	3.02 EMPLOYMENT PROCEDURE	7-9
	A. Employment	7-8
	B. Termination of Employment.....	8
	C. Non-Renewal of Limited Contracts	8
	D. Non-Discrimination.....	8-9
	3.03 ASSIGNMENTS/VACANCIES/TRANSFERS.....	9-10
	A. Voluntary Transfers	9-10
	B. Involuntary Transfers	10
	C. Supplemental Positions	10
	3.04 TEACHER EVALUATION	10-16
	3.05 REDUCTION IN FORCE	16-18
	3.06 ACADEMIC FREEDOM	19
	3.07 ASSOCIATION RIGHTS AND RESPONSIBILITIES.....	19-21
	3.08 CONFERENCE PERIOD/EMERGENCY SUBSTITUTION	22
	3.09 RESIDENT EDUCATOR PROGRAM.....	22-25
	3.10 PERSONNEL FILES	25-26
	3.11 EMPLOYEE DISCIPLINARY PROCEDURE.....	26-28
	3.12 CLASSROOM KEYS.....	28
	3.13 CLASS SIZE.....	28-29
	3.14 WORK YEAR/WORK DAY	29
	3.15 SMOKE FREE BUILDING	29

<u>ARTICLE</u>		<u>PAGE</u>
III. (cont.)	3.16 FREE DEPENDENT TUITION	30
	3.17 TEACHER EDUCATION, CERTIFICATION AND LICENSURE..	30-31
	3.18 STUDENT AUTHORITY	31-32
	3.19 COMPUTER NETWORK AND INTERNET USE	32
	3.20 JOB DESCRIPTIONS	32
	3.21 NON TRADITIONAL INSTRUCTION	33
IV.	<u>LEAVES OF ABSENCE</u>	33-41
	4.01 SICK LEAVE	33-34
	4.02 PERSONAL LEAVE.....	35
	4.03 FAMILY AND MEDICAL LEAVE	35
	4.04 PROFESSIONAL LEAVE	35-36
	4.05 UNCOMPENSATED LEAVE	37-38
	4.06 ASSAULT LEAVE	38-39
	4.07 ABSENCE DAY RESERVE PLAN	39
	4.08 MILITARY LEAVE.....	40
	4.09 COURT LEAVE/JURY DUTY.....	40-41
V.	<u>INSURANCES</u>	41-45
	5.01 COMPREHENSIVE MEDICAL INSURANCE.....	41-44
	5.02 DENTAL INSURANCE.....	44
	5.03 LIFE INSURANCE	44
	5.04 VISION COVERAGE	45
VI.	<u>SALARY PROVISIONS</u>	45-49
	6.01 BASE SALARY	45
	6.02 STRS PICK-UP	45
	6.03 STRS TAX-SHELTER.....	45
	6.04 PLACEMENT ON SALARY SCHEDULE	45-46
	6.05 MOVEMENT BETWEEN COLUMNS.....	46-47
	6.06 SEVERANCE PAY	47-48
	6.07 PAY CHECKS.....	48-49
	6.08 PAYROLL DEDUCTIONS.....	49
	6.09 SUPPLEMENTALS	49
VII.	<u>INCLUSION</u>	50
VIII.	<u>EMPLOYMENT OF RETIREES AS TEACHERS</u>	50-51

<u>ARTICLE</u>	<u>PAGE</u>
IX. SEVERABILITY AND DURATION	51-52
9.01 SEVERABILITY	51
9.02 DURATION.....	52

APPENDIX

A GRIEVANCE FORM	53
B VERBAL REPRIMAND/WARNING.....	54
C SALARY SCHEDULE 2015-2016	55
D SALARY SCHEDULE 2016-2017	56
E SALARY SCHEDULE 2017-2018	57
F EXTRA-CURRICULAR SALARY SCHEDULE	58-59

ARTICLE I – NEGOTIATIONS

1.01 PREAMBLE

The Board of Education will adopt and abide by the Code of Ethics as presented by the Ohio Education School Board’s Association for Board of Education. The Administrators will adopt and abide by the Code of Ethics as presented by the Buckeye Association of School Administrators and the Danbury Education Association (DEA) will adopt the code of ethics of the education profession as recommended by National Education Association (NEA) and Ohio Education Association (OEA).

1.02 RECOGNITION

The Danbury Board of Education, hereinafter “Board,” “Employer” or “District” hereby recognizes the Danbury Education Association/OEA/NEA Local, hereafter the “Association” as the sole and exclusive bargaining representative for full and part-time teachers, LD tutors, guidance counselors, school nurses with a bachelor’s degree or higher, and substitutes after sixty (60) days of teaching in the same position, except a permanent substitute. The Association recognizes that the Superintendent, Principals, Dean of Students/Assistant Principal, Permanent Substitute, or other Administrative personnel as defined in Chapter 4117 Ohio Revised Code (ORC) are excluded from the bargaining unit. The Employer recognizes that Association representation will include any newly created certificated position unless employment into the position is governed by Section 3319.02 ORC.

1.03 COLLECTIVE BARGAINING PROCEDURE

- A. The Board of Education recognizes the Association as the sole and exclusive bargaining agent for all members of the bargaining unit in the school district. The only personnel not eligible for membership in the bargaining unit are the Superintendent, Assistant Superintendent, Principals, and other Administrative personnel as defined in Chapter 4117 ORC.
- B. Either the Association or the Board may initiate negotiations by letter of submission forwarded to the other party. The party must serve the notice not less than sixty (60) days prior to the expiration date of the existing Agreement.
- C. Within ten (10) working days of transmittal of said submission letter the parties shall hold their first negotiation session. At any negotiation session, either party may be represented by no more than five (5) representatives.
- D. If after sixty (60) calendar days from the first negotiation session agreement has not been reached on all items under negotiation, either party may call for the services of the Federal Mediation and Conciliation Services to assist in negotiations. If a party calls for mediation involvement, the other party shall join in a joint request.

- E. The Board of Education and the Association agree that the aforementioned Federal Mediation shall supersede all other dispute settlement procedures contained in Chapter 4117.14 ORC. The Board of Education further agrees that the members of the bargaining unit have the right to strike under Chapter 4117.14 of the Revised Code provided that the employee organization representing the employees has given a ten (10) day prior written notice of an intent to strike to the public employer and to the Board.

1.04 GROUND RULES FOR NEGOTIATIONS

- A. Negotiations meetings shall be preceded by a letter of request from the party wishing to initiate negotiations.
- B. Negotiations shall commence within ten (10) days of receipt of said letter unless an extension of time is mutually agreed upon by the Board of Education and the Association.
- C. All issues for negotiations by the Association and the Board shall be submitted in writing at the first meeting. No additional issues shall be submitted by either party following the designated meeting, unless agreed upon by both parties.
- D. The following shall be determined at the commencement of each meeting prior to proceeding to negotiation items:
 - 1. The time, date and place of the next meeting.
 - 2. The agenda for the meeting in session.
- E. The length of the meetings, including caucus periods, may not exceed two (2) hours unless an extension is mutually agreed upon.
- F. Each caucus period shall be limited to thirty (30) minutes unless an extension of time is mutually agreed upon.
- G. Each party hereto shall negotiate in good faith, which includes, but is not limited to, the obligation of each party to give its specific reasons if a proposal is unacceptable to one of the parties.
- H. Any lawful conduct and any conduct not in violation of the contract shall not be the cause for reprisal.

1.05 MANAGEMENT RIGHTS

The Board hereby retains and reserves unto itself, without limitation, all powers, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio and of the United States, except as altered by the provisions of this

contract. The exercise of these powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this contract and Ohio Statutes.

ARTICLE II – GRIEVANCE PROCEDURE

2.01 INTRODUCTION

The principle of this grievance procedure is to insure the orderly, professional operation of the District. If a problem involving or disrupting any phase of this system within the scope of the definition of a grievance should arise, this document specifically and systematically allows all persons concerned to reach a logical and satisfactory solution.

2.02 DEFINITIONS

- A. A “grievance” shall mean a complaint by a bargaining unit member or the Association that there has been a violation, misapplication or misinterpretation of one or more of the provisions of a contract.
- B. An “aggrieved person” or “grievant” is the person(s) making the complaint.
- C. A “party in interest” is the person(s) making the complaint and any person against whom action might be taken to resolve the complaint.
- D. Danbury employees have the right to present grievances and have them adjusted without the intervention of the bargaining representative, as long as the adjustment is not inconsistent with the terms of the collective bargaining agreement in effect and as long as the bargaining representative has the opportunity to be present at all levels where an adjustment may be made.
- E. The term “days” when used in this document shall mean working days unless otherwise indicated. Thus, weekends, vacation days, and days that teachers are not in session are excluded.

2.03 INITIATION AND PROCESSING

A. Level One

- 1. A grievant with a grievance will first discuss it with his/her Principal with the objective of resolving the matter informally. This discussion must occur within sixty (60) days of the act or condition giving rise to the grievance or the grievance is waived.

2. If the aggrieved person is not satisfied with the disposition of his/her grievance, his/her representative may file a written grievance with his/her Principal within fifteen (15) days following the discussion step of Level One. The Grievance Form to be utilized in the processing of all grievances is attached hereto (see Appendix A). Within five (5) days of receipt of the written grievance, the Principal will arrange a hearing with the representative for discussion. The Principal shall communicate his/her decision in writing within five (5) days of the meeting to the representative of the grievant.

B. Level Two

1. Within five (5) days of receipt by the representative of the decision rendered by the Principal, such decision may be appealed to the Superintendent. The appeal shall include:
 - a) a copy of the grievance,
 - b) a copy of the decision,
 - c) the grounds for appeal,
 - d) the names of all parties in interest.

Copies of the written appeal are to be sent by the representative to the Superintendent and to the DEA.

2. The appeal shall be heard by the Superintendent within ten (10) days of its receipt by him/her. Five (5) days prior to the hearing, written notice of the time and place shall be given to the grievant, the representative, and the Principal who has previously been involved in the grievance.
3. Within ten (10) days of hearing the appeal, the Superintendent shall communicate to the grievant and all other parties officially present at the hearing his/her written decision, including supporting reasons. A copy of the decision shall be sent to the representative.

C. Level Three

1. Within ten (10) days of receipt by the grievant of the decision rendered by the Superintendent, such decision may be appealed to the Board of Education. The appeal shall include:
 - a) a copy of the grievance,
 - b) a copy of the decision of the Principal,

- c) a copy of the decision of the Superintendent,
- d) the grounds for appeal,
- e) and the names of all persons officially present at the hearings.

Each person officially present at the hearings shall receive a copy of the appeal, each Board member and the Board Treasurer.

- 2. The appeal shall be heard by the Board at the next regularly scheduled meeting in executive session or at a special meeting held not more than twenty (20) days from the date of appeal. Five (5) days prior to the hearing, written notice of the time and place shall be given to the grievant, the representative, and the Superintendent and the Principal who has previously been involved in the grievance.
- 3. Within ten (10) days of hearing the appeal, the Board of Education shall communicate to the grievant and all other parties officially present at the hearing its decision, including supporting reasons. A copy of the decision shall be sent to the grievant, the representative, and the Superintendent.
- 4. If the aggrieved, with the concurrence of the bargaining agent, is not satisfied with the disposition of the grievance at Level Three, it may within thirty (30) days submit the grievance to arbitration by the American Arbitration Association (AAA) whose rules and regulations shall likewise govern the proceedings. The arbitrator shall be selected using the alternate strike procedure from a list of seven (7) names provided by AAA. Either party shall have the right to request a second list of arbitrators from AAA. The arbitrator may not add to, alter, or delete from the terms of the negotiated items. The arbitrator shall have all power and remedies within lawful statutes to render an award which shall be final and binding to all parties. The cost for the services of the arbitrator will be borne equally by the Board and the DEA.

2.04 GENERAL PROCEDURES

- A. Time limits stipulated herein are considered maximums to ensure rapid resolution of problems. Time limits may be extended only by mutual agreement of all parties concerned. Failure of the Administration to adhere to the time limits from the time the Administrator received and signed the grievance form shall affirm the grievance without prejudice. Failure of the grievant to adhere to the time limits will result in the Association's withdrawal of the grievance.
- B. After Level A-1 of a grievance, one (1) member of the Association and/or UniServ Consultant may attend any meetings, hearings, appeals, or other proceedings required to process the grievance.

- C. Upon selection and certification by the Association, the Board shall recognize one (1) grievance representative and/or UniServ Consultant in each case.
- D. Where administrative personnel are named in the grievance procedure to receive grievances, the grievance shall be submitted to the next highest authority.
- E. The Board, the Administration and the Association will cooperate in the investigation of any grievance. The Board, the Administration and the Association may be requested to furnish information for the processing of any grievance.
- F. It may be the practice of all parties in interest to process grievances after the regular work day has ended or at other times which do not interfere with assigned duties. However, upon mutual agreement among the grievant, the Association, and the Board that proceedings should be held during regular working hours, the grievant and the appropriate Association representative may be released from assigned duties without loss of pay. The Association shall have the right to designate one (1) teacher as grievance chairperson.
- G. The time limits provided in the Agreement shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board should use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

ARTICLE III – EMPLOYMENT PRACTICES

3.01 PROFESSIONAL RELATIONS COMMITTEE

The Professional Relations Committee conference shall be a monthly meeting which will be held between the Association President and the Superintendent. The Association may also be represented at the conference by the OEA UniServ agent and may further designate individual teachers who have a vested interest in the topic. The Administration may be represented by any of the Principals, Treasurer and/or any outside designee who may offer some special expertise. The purpose of such a conference will be to resolve any differences raised by either party excluding matters previously settled by a grievance or in the process of being grieved. It is understood that failure to reach resolution of the problem shall not be deemed a violation of the within agreement nor does the within provision obligate the Board to accommodate the Association.

The Association President and the Superintendent shall set up a calendar of monthly meetings in September of each year. Said monthly meetings need not take place unless it is requested by either the Association President or the Superintendent. Such requests will include the topics to be discussed.

3.02 EMPLOYMENT PROCEDURE

A. Employment

Teachers employed by contract with the Board will be granted one of the following types of contract:

1. Limited Contract

All newly employed teachers will be placed on a limited contract not to exceed one (1) year in length. After the initial contract the length of the limited contract will be at the discretion of the Board and based on the recommendation of the Superintendent of Schools. No limited contract may be granted for a period exceeding five (5) years.

2. Continuing Contract

A teacher becomes eligible for continuing contract status provided he/she a) possesses a valid professional, permanent or life certificate, or a professional educator's license, and b) has taught in the District for at least three (3) years within the last five (5) years, or has served two (2) years in the District if continuing contract status has been attained elsewhere in Ohio. Regular classroom teachers who become licensed for the first time after January 1, 2011, will be eligible for a continuing contract after seven (7) years of holding an educator license. If the teacher possesses a professional educator's license rather than a professional, permanent, or life certificate, he or she must also complete either one of the following:

- a) If the teacher did not hold a master's degree at the time of initially receiving a teacher's certificate or an educator license, thirty (30) semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the state board of education shall adopt.
- b) If the teacher held a master's degree at the time of initially receiving a teacher's certificate or an educator license, 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 such certificate or license, as specified in rules which the state board of education shall adopt.

The teacher must submit a written request for continuing contract consideration on or before December 15 of that school year. Failure to submit a timely written request will defer the continuing contract of

consideration until April of the following school year. The parties further agree that this procedure (3.02 A) shall supersede ORC Section 3319.11.

3. Supplemental Contract

Supplemental contracts will be issued for compensation in addition to the base salary stated in the teacher's salary schedule for the performance of duties by a teacher which are in addition to the teacher's regular teaching contract duties. Such supplemental contracts shall be limited contracts. Supplemental and casual day-to-day substitute contracts shall expire automatically and shall not require notice. Notwithstanding ORC 3313.53, the Board may post supplemental positions for inside and outside certified and non-certified candidates at the same time. All other aspects of the hiring process for supplemental positions will follow Ohio Revised Code.

B. Termination of Employment

Any contract of a teacher may be terminated only for good and just cause. The statutory process for termination of Continuing Contracts or Multiple-Year Limited Contracts shall be in accordance with ORC 3319.16.

C. Non-Renewal of Limited Contracts

1. Limited contract teachers who have been employed for two (2) or fewer years, and who were employed by the Board after July 1, 2004, shall be notified by the Superintendent that they will not be recommended to the Board for rehiring for the next school year, if it is the intention of the Administration to recommend non-renewal.
2. This non-renewal procedure for teachers who have been employed for two (2) or fewer years and who were employed by the Board after July 1, 2004, supersedes all provisions of ORC Section 3319.11 and ORC Section 3319.111, and such teachers shall have no right to challenge said non-renewal pursuant to ORC Sections 3319.11 or 3319.111, nor may they challenge the non-renewal through the negotiated grievance procedure.
3. The contract of limited contract teachers who were employed prior to July 1, 2004 may be non-renewed by the Board and shall be in accordance with ORC 3319.11 and Section 3.04 of this Agreement.

D. Non-Discrimination

The Board and Association agree not to discriminate against employee(s) on the basis of race, religion, color, creed, national origin, age, sex, including sexual

harassment, handicap or disability as defined by the Americans with Disabilities Act.

3.03 ASSIGNMENTS/VACANCIES/TRANSFERS

A. Voluntary Transfers

1. All assignments of employees will be made only into areas where proper certification by the State of Ohio is evident in the form of a valid and current certificate.
2. Letter of Intent forms will be distributed to all employees by the end of March.
3. A vacancy shall be defined as a new bargaining unit position created by the Board or a position which will be open as a result of promotion, resignation, termination, non-renewal, death, and/or retirement.
4. The Association President shall be notified of all vacancies regardless of the circumstances which cause a position to be vacant.
5. In the event of a vacancy in the District, a notice of such opening will be posted on the District's website and faculty bulletin board of each building. Such posting notice shall contain requirements of training, experience, and other qualifications which are a basis of employment for that position. Certificated personnel within the District will be given the opportunity to apply for posted openings within five (5) work days of the initial postings of vacancy announcements. All bargaining unit applicants meeting the qualifications will be interviewed.
6. Voluntary transfers shall not apply to vacant positions which fall into one or more of the following categories.
 - a) a teacher is on a leave of absence,
 - b) a teacher gives notice during the month of August that he/she is vacating a position.
 - c) a position will be vacant, for any reason, for a portion of a school year.
7. A teacher position will only be awarded to a certificated and qualified applicant be it from within or from outside the District. Where there is more than one (1) applicant from within the District, certification and qualifications between applicants being equal, seniority shall control. Determination of qualifications shall remain the responsibility of the

Superintendent. Upon written request from the applicant, the Superintendent will provide the reason(s) why the applicant was not selected for the position.

8. Teachers in the active employ of the Board shall not have seniority for transfer purposes over teachers who are covered by the Reduction in Force Section of the Agreement.

B. Involuntary Transfers

1. Teachers will not be involuntarily transferred from one position to another in an arbitrary or capricious manner.
2. Teachers will not be involuntarily transferred from one position to another without first having an opportunity for a conference with the Superintendent of Schools and being notified in writing at the earliest possible time before the effective date of the transfer.

C. Supplemental Positions

Supplemental positions shall be filled in compliance with ORC Section 3313.53.

3.04 TEACHER EVALUATION

A. Evaluation Procedure

The purposes of the teacher evaluation system is to serve as a tool to advance the professional development of teachers and to assist teachers and administrators in identifying and developing best educational practices in order to provide an opportunity for student learning and achievement.

The first year of collected data for the evaluation system shall be derived from value-added and other student growth measure scores from assessments taken in the school year following the effective date of this contract. An evaluation cycle will not be completed until all teachers have been provided a written report of the results of the evaluation.

Until three (3) years of comparable data have been collected and three (3) evaluation cycles have been completed, all decisions concerning the retention, promotion, removal, reduction or recall of any teacher will continue to be governed by the terms set forth in the Collective Bargaining Agreement dated August 1, 2010 – July 31, 2015.

B. Comparable Evaluations

During the 2015-2016, 2016-2017, and 2017-2018 school years, all members of the bargaining unit will be considered comparable to one another so that data on student tests scores can be accurately measured and documented over time.

C. Cycle of Evaluations

The Board will evaluate each teacher who received a rating of “Accomplished” on the teacher’s most recent evaluation conducted under this Section at least once every three (3) school years, so long as the teacher’s student academic growth measure, for the most recent school year for which data is available is average or higher, as determined by the Ohio Department of Education.

The Board will evaluate each teacher who received a rating of “Skilled” on the teacher’s most recent evaluation conducted pursuant to this policy once every two (2) years, so long as the teacher’s student academic growth measure, for the most recent school year for which data available, is average or higher, as determined by the Ohio Department of Education.

In any year that a teacher is not formally evaluated as a result of receiving a rating of “Accomplished” or “Skilled” on the teacher’s most recent evaluation, an evaluator will conduct at least one (1) observation of the teachers and hold at least one (1) conference with the teacher.

A teacher who meets the following requirements will not be evaluated:

1. The teacher was on leave from the District for fifty percent (50%) or more of the school year in which the evaluation is otherwise scheduled to be conducted.
2. The teacher has submitted a notice of retirement and that notice has been accepted by the Board not later than the first day of December of the school year in which the evaluation is otherwise scheduled to be conducted.

D. Definition of Observation and Evaluation

1. An evaluation will consist of two (2) pre-observation meetings, two (2) post-observation meetings, periodic “informal observations” known as classroom walkthroughs, and one (1) summary evaluation meeting (which may be combined with the final post-observation meeting). For all teachers, there shall be one (1) evaluation which must occur by May 1 with a written report issued to the teacher by May 15.

2. A teacher's performance shall be assessed based on criteria set forth in the Evaluation Instrument in our OTEs Manual. The Evaluation Instrument will include all forms and rubrics used in the Evaluation Procedure.
3. No teacher will be evaluated on his or her work performance except after fair and reasonable observations of the work performance. Walkthroughs that are deemed a part of this evaluation process must be conducted in accordance with the definition/process set forth in this Article/Section H.
4. No audio/visual recordings shall be used in the evaluation process.

E. Evaluators

1. The person responsible for assessing a teacher's performance is the building administrator (principal or assistant principals) who is employed full time by the District and holding the licenses set forth in ORC Section 3319.01 or 02.
2. If an employee teaches in more than one school, the administrators from one (1) of those schools will be designated as the evaluating administrator.
3. If a teacher receives a rating of "Accomplished" in the previous year and has more than one (1) immediate supervisor he/she may choose which immediate supervisor will be the evaluator for the ensuing school year.
4. Not later than September 15 of each year, or in the case of a new teacher or reassigned teacher within thirty (30) days of the first day worked, each teacher will be notified in writing/email of the name of their evaluator(s).

F. Observations

1. Schedule of Observations

Two (2) formal observations will be conducted to support each performance evaluation. A formal observation will last a minimum of thirty (30) continuous minutes. There will be at least three (3) weeks between formal observations for teachers on an improvement plan and at least two (2) weeks between observations for all other teachers. If after the second formal observation a teacher's performance is found to be "Ineffective" to the extent that adverse personnel action may result, an additional observation will be conducted.

2. Pre-Observation Meeting

A pre-conference will be held for each observation within three (3) working days prior to the observation in order for the teacher to explain plans and objectives for the class to be observed. The teacher will provide the lesson plan and other pertinent material for the lesson.

3. Observation

Observation will be documented on the Form in our OTES Manual.

G. Post-Observation Conference and Report

A conference will be held with the teacher after each observation within five (5) working days of the observation, unless the administrator or teacher is absent or another time is mutually agreed to by the teacher and evaluator. The OTES Rubric included in our OTES Manual will be utilized and shared with the teacher during the Post-Observation Conference.

H. Walkthroughs

1. A walkthrough is conducted as follows:

- a) Walkthroughs will be documented on the Form in our OTES Manual.
- b) Classroom walkthroughs will not disrupt and/or interrupt the learning environment and will be less than ten (10) consecutive minute(s) in duration.
- c) A copy of the walkthrough form including all scripted and/or anecdotal document relative to the walkthrough will be given to the teacher within one (1) day of the walkthrough.
- d) There may be up to three (3) walkthroughs for each evaluation.

2. A teacher may request additional walkthroughs.

3. Walkthroughs will be conducted by the assigned evaluator.

I. Written Evaluation

1. All observations will be consolidated into the written report on the Evaluation Form within ten (10) working days of the second observation, will be given to the teacher, and a conference will be held between the teacher and evaluator.

2. The evaluation will acknowledge the performance strengths of the teacher evaluated as well as performance deficiencies, if any. The evaluator will note all the information (if previously discussed with the teacher and substantiated) used to support the conclusions reached in the formal evaluation report. The evaluation report will be signed by the evaluator. The evaluation report should then be signed by the teacher to verify notification to the teacher that the evaluation will be placed on file, but the teacher's signature should not be construed as evidence that the teacher agrees with the contents of the evaluation report. Should the report contain improvements needed, they will be specific, measurable and include specific assistance teacher will be given by administrator. Costs associated with specific assistance will be paid by the District.
3. Should a teacher disagree with an evaluation, the teacher may file a written response within thirty (30) working days of receipt which will be attached to the appropriate form.

J. Improvement Plan//Identification of Deficiencies

Teachers rated as "Ineffective" will develop an improvement plan with their credentialed evaluator.

1. Definitions

- a) Improvement Plan is a clearly articulated assistance program for a teacher whose performance on key professional indicators has been documented to be unsatisfactory by the evaluator.
- b) Resources: Outlines the monetary commitment, time, material/s and human resources provided to a teacher on an Improvement Plan.
- c) Timeline: A minimum of a nine (9) week period of time given to the teacher to meet the requirements, target dates and dates of review of the Improvement Plan.
- d) Observable Outcomes means those data source/indicators of accomplishment: observations, artifacts, conversations by which the success of the Improvement Plan is determined.

2. Improvement Plan

- a) The evaluator, together with the teacher, will formulate the Improvement Plan. The teacher may have representation of their choice at all meetings with the evaluator.

- b) The Improvement Plan, as outlined in this document, details:
 - 1) Specific performance expectations, resources, timelines for completion of objectives [not less than nine (9) weeks] and assistance to be provided.
 - 2) The District will provide for the allocation of financial resources to support professional development for staff on Improvement Plans.
 - 3) Professional indicators documented as “Ineffective” through the formal evaluation process.
- c) Once the teacher meets the criteria for proficient or “Developing” performance as outlined in the Improvement Plan and evaluation, the teacher will be returned to a non-improvement plan status.

Teachers being non-renewed will be notified by April 30.

K. Extended Limited Contract Teachers Being Considered for Non-Renewal

A minimum of three (3) formal observations of each teacher who is under consideration for non-renewal or who is working under an extended limited contract will be performed according to the guidelines set forth in the provision.

L. Professional Growth Plans

Teachers with below expected levels of student growth will develop a professional growth plan with the credentialed evaluator which will describe the specific goals, resources and assistance to be provided.

M. Due Process

The evaluation process will not violate the contractual and/or legal rights of the teacher.

N. Evaluation Forms and Rubrics

The forms and rubrics that will be used for this Evaluation Procedure will be those forms developed by OTES for the purposes of Pre-Observations, Observations, Completed Evaluations, Walkthrough Forms, Improvement Plans, and Professional Growth Plans. Said Forms can be found in our OTES Manual.

O. Special Area Teachers

Guidance Counselors, School Nurse, and any other bargaining unit members who are not assigned student growth data or written SLO's by the nature of their assignment in the Danbury Local Schools will be evaluated with the evaluation procedures included in the contract dated August 1, 2010-July 31, 2015, unless evaluation procedures for these bargaining unit members are mandated by law to supersede this Agreement.

P. OTES Reporting of Teacher Data

The parties will not report any information on teacher performance on standards beyond the teacher's Final Summative Rating into the eTPES system or any other system required by the state. Data related to SGM's will not be uploaded /input into the eTPES system or any other system required by the state.

Q. Vendor Assessments

To the extent permitted by law, the vendor assessments used for student evaluations and the percentage of student growth used for the teacher evaluation will be bargained between the parties.

R. Commitment to Bargain

To the extent permitted by law as legislative laws regarding this Evaluation Procedure are changed by the state legislature during the course of this Agreement, the parties will meet to bargain the changes and execute an MOU to be voted on by the Board and the DEA to reflect the changes.

3.05 REDUCTION IN FORCE

- A. When by reason of decreased enrollment of pupils, financial reasons, return to duty of regular teachers after leaves of absence, or by reason of suspension of schools or territorial changes affecting the District, it becomes necessary to reduce the teacher work force, the reduction will be made in accordance with the following provisions.
- B. Prior to proceeding with an anticipated staff reduction, the Association President shall be notified by the Superintendent of the Board's intent to consider a staff reduction. A meeting shall be held between all interested staff and representatives of the Board to review appropriate data indicating a need for a reduction in staff. The parties shall discuss why the reduction is deemed necessary, what teaching fields are to be affected, the extent of the anticipated reduction, and the possible effects of said reduction. Also, at this meeting, the Association will be provided with a seniority list of all employees.

- C. Any reduction in staff will first be accomplished through attrition insofar as it is possible to do so; i.e., the number of persons affected by a reduction in staff will be kept to a minimum or by not replacing individuals who are non-renewed due to unsatisfactory performance.
- D. Procedure for Reduction in Force - If, during the term of this Agreement, the Board of Education determines it is necessary to implement a reduction in force, reductions in force shall be implemented in accordance with Ohio Revised Code Section 3311.83 (RIF) and this Agreement. For the term of this Agreement, due to the implementation of the new evaluation procedures required by 3311.80 (OTES), all teachers employed by the Board of Education shall be deemed comparable for the purposes of a reduction in force. If Ohio Revised Code 3311.83 (OTES) is repealed or substantially modified, the reduction in force provision set forth below shall apply, to the extent permitted by law.
1. Reductions shall be made by suspending contracts based upon the Superintendent's recommendation. Those contracts to be suspended shall be chosen as follows:

Bargaining unit members will be placed on a seniority list in areas for which they are properly certified. Teachers serving under continuing contract will be placed at the top of the list in descending order of seniority. Teachers serving under limited contracts will be placed on the list under continuing contract teachers, also in descending order of seniority.
 2. Seniority is defined as the unit member's initial date of service in the Bargaining Unit.
 - a) Board approved leaves of absence will not alter the seniority ranking at the time of the leave, but time spent on such leave shall not count towards seniority.
 - b) If two (2) or more teachers have the same length of continuous service, seniority will be determined by:
 - 1) The date of the Board meeting at which time the teacher was hired and by;
 - 2) The date the teacher signed the initial contract in the District, and then by;
 - 3) Any remaining ties will be broken by the Superintendent's review of recent evaluation and judgment regarding the best interests of the District.

- c) Recommended reductions in a teaching field will be made by selecting the lowest person on the seniority list in that area of certification. A teacher so affected may elect to displace another teacher who holds the lowest position on the seniority list in another area of certification provided he/she holds a valid certificate in the area.
 - d) If a unit member is assigned to a non-bargaining unit position within the District, that unit member does not accrue seniority, for the purpose of this Article, while working on such an assignment.
 - e) A unit member's seniority shall accrue during lay-off.
- E. The personnel records and all future references of those employees laid off pursuant to this policy shall clearly indicate that such was due to a reduction in force, and was not due to unsatisfactory performance.
 - F. Teachers whose continuing contracts are suspended shall have the right of restoration to continue service status in the order of seniority of service in the District, if and when teaching positions become vacant or are created for which any of such teachers are or become qualified.
 - G. After restoration of teachers with continuing contracts, those on limited contract shall also be restored in the manner described above.
 - H. Restoration rights for teachers whose limited contracts were suspended shall commence upon the effective date of the suspension and shall continue through the next two (2) full years. Teachers with continuing contracts, shall have four (4) full years of restoration rights from effective date of suspension.
 - I. No teacher new to the District will be employed until all properly certificated teachers on the recall list have been offered a contract for a vacant position.
 - J. During the restoration period, a teacher shall be eligible to have his/her insurance coverage continued, provided the teacher pays the premium.
 - K. The Board shall give written notification of recall by sending a registered or certified letter to said teacher at his/her last known address. It shall be the responsibility of the teacher to notify the Board of any change of address. If a teacher fails to accept the position within the next ten (10) calendar days from the date of receiving the registered or certified letter, said teacher shall be considered as a voluntary resignation and thereby terminate his/her employment contract with the Board. The Board may, if necessary, extend the ten (10) day reporting to work requirement.

3.06 ACADEMIC FREEDOM

- A. Teachers shall be directed by and held responsible for the content standards prescribed by the Ohio Department of Education. If no content standards have been developed, the adopted course of study will be in effect.
- B. Each teacher has the final authority to grade students in his/her charge. Change of any student's grade without the teacher's consent will occur only if it has been demonstrated the grade was not given in a professional and intellectual basis. Notice of any such grade will be given to the teacher (along with notice of the teacher's right to grievance), the student's parent, and the teacher's immediate supervisor.
- C. Academic freedom shall be guaranteed to teachers within the confines of the Constitution of the United States. Teachers shall be free from censorship and artificial restraints.
- D. The private life of a professional staff member outside the confines of the school or school related activities is not within the appropriate concern or attention of the Board except as it may directly prevent the professional staff member from properly performing his/her assigned functions.

3.07 ASSOCIATION RIGHTS AND RESPONSIBILITIES

Inasmuch as the Association is recognized as bargaining agent, the DEA/OEA/NEA shall be entitled to certain exclusive rights while the bargaining agent. These rights shall include:

- A. To use the facilities of any building for meetings, without fee, upon notification of the administrator in charge of such building. Permission to use such facilities shall be given as long as it does not interfere with any previously authorized activity in said building.
- B. To use Board-owned equipment.
- C. To have exclusive use of the mail boxes in the primary, elementary and high schools' offices to distribute Association bulletins, newsletters, or other circulars. No other labor union/association shall have a right to use school mailboxes, except DANE.
- D. The building representatives of the Association in each building shall have the use of a bulletin board, designated for Association business and located in the lounge. Except that no partisan political material shall be placed on such bulletin board.
- E. To use telephones in any building to carry out Association business. Any fees or toll call charges shall be charged to the Association or member's phone number,

personal credit card, or made collect. These calls are not to be made at a time that interferes with duties assigned by the Board and Administration.

- F. The Association shall receive notice of any regular or special Board meeting at the same time as the news media is notified.

The Association shall receive complimentary copies of an agenda, non-confidential Board agenda appendices, minutes and financial reports upon specific request to the Superintendent by the President of the Association.

The Association shall receive complimentary copies of the following forms: appropriations, budget, and training and experience grids upon specific request to the Superintendent or Treasurer by the President of the Association.

The Association shall receive upon specific request for a special item, any other data or documents which will assist it in developing intelligent, accurate, informed and constructive programs for teachers and their students, together with other available information which may be necessary to formulate programs or process grievances.

- G. The Association and the Board agree that there will be no reprisals of any kind taken against any professional staff member by reason of his/her membership/non-membership in the Association or participation/non-participation in any of its activities.
- H. The President of the Association or his/her designated officials shall have the right to visit schools. The visits to the schools must not interfere with duties assigned by the Board and Administration.
- I. Nothing contained herein shall prevent the duly authorized representative of the Association from the Ohio Education Association from seeing the Principal or the Superintendent during their normal working hours.
- J. Within thirty (30) days after this Agreement is signed, copies of this Agreement shall be ordered. The parties shall alternate the responsibility of having the Agreement typed and duplicated. The Board and the Association shall split the cost of duplication. The Board and Association shall have the opportunity to proofread and approve the Agreement before and after printing.
- K. The DEA President shall be provided a copy of the Board Policy Manual, or shall be given internet access to the entire manual, and shall also be given any new or revised policies as the manual is updated.
- L. The Agreement provides that when the decision is made to put an issue on the ballot, DEA will be invited to meet with the Board in an advisory capacity.

M. The Association shall be granted up to five (5) days per year for Association activities. Such leave may be used in one-half day or full day increments.

N. Fair Share Fee

1. The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Danbury Education Association a fair share fee for the Association's representation of such non-members during the term of this contract.
2. Notice of the amount of the annual fair share fee 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 Employer agrees to promptly transmit all amounts deducted to the Association.
3. Payroll deduction of such annual fair share fees shall commence on the first pay date which occurs on or after January 15th annually.
4. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of:
 - a) sixty (60) days employment in a bargaining unit position or
 - b) January 15th
5. The Employer 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.
6. The Association represents to the Employer 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.
7. 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.

3.08 CONFERENCE PERIOD/EMERGENCY SUBSTITUTION

- A. The Board agrees to maintain a list of substitute teachers at all times.
- B. A teacher who has been granted special permission without using sick leave, personal leave, or professional leave to be excused from his/her assigned duties for no more than two (2) class periods or ninety (90) minutes, whichever is longer, shall be responsible for securing a substitute teacher(s) to cover his/her class(es).
- C. The request for a conference period/emergency substitution shall be made by the building administrator or his/her designee in all cases when:
 - 1. The absent teacher is using sick leave, personal leave, or professional leave; or
 - 2. The absent teacher is performing other assigned school duties (i.e., field trips); or
 - 3. The absent teacher will be absent for more than one-half (1/2) of the school day.
- D. A teacher may be directed to substitute during his/her conference period or planning time.
- E. Elementary classroom teachers who retain their class due to the absence of a special teacher (art, music, or physical education) shall be considered emergency substitutes.
- F. Compensation for conference period/emergency substitution shall be at the rate of twenty-five dollars (\$25) per class period or portion thereof, except for substitutes secured by a teacher under Item E of this Section, when no compensation shall be granted.

3.09 RESIDENT EDUCATOR PROGRAM

A mandatory program for full time resident educators shall be implemented. The Resident Educator Program shall include both a formal program of support, including mentoring to foster professional growth of the individual teacher, and when implemented by the Ohio Department of Education, the assessment of skills and abilities of the teacher for the purposes of attaining professional licensure. The length of the program shall include at least one hundred twenty (120) workdays each year and will conclude when the resident educator is released from the program by the Ohio Department of Education (ODE).

The Resident Educator Program shall include the following elements:

A. Mentors

1. Filling of Vacancies

The filling of resident educator mentor positions shall be made by agreement between the Superintendent and the Resident Educator (RE) Coordinator. The number of resident educator (mentor) positions shall be equal to the number of resident educators (mentees). A mentor may be assigned more than one mentee if agreed upon by the Superintendent and RE Coordinator.

2. Qualifications

Teachers must have been employed on a regular teaching contract in the District for at least the last two (2) consecutive years (requirement may be waived if agreed upon by Superintendent and RE Coordinator) to be eligible to serve as a mentor and, in addition, all mentors must have Resident Educator Program Training and be a certified mentor as required by the Ohio Department of Education.

3. Compensation and Workload

Pay to bargaining unit members serving as mentors and/or the Resident Educator Coordinator will be paid according to the Supplemental Salary Schedule each year. The mentor shall be assured of adequate time during the work day to meet with the assigned resident educator. No mentor shall be assigned more than one (1) resident educator at a time during a school year, unless mutually agreed upon. If a mentor is assigned for less than one (1) academic year, compensation shall be prorated. A RE Coordinator (the RE Coordinator will be a bargaining unit member) will be assigned by the Superintendent, with input on the selection from DEA President. The RE Coordinator will be compensated per the supplemental salary schedule.

4. Confidentiality

All interaction, written or verbal, between the resident educator mentor teacher and the resident educator mentee shall be regarded with confidentiality, and shall not be used by either the Board or the Association in termination or non-renewal actions, unless the matter involves illegal and criminal activities. Any violations of this tenet by the mentor shall constitute grounds for immediate removal from the role as mentor without recourse to the grievance procedure or ORC 3319.16.

5. Duties

The resident educator mentor shall sit in all post evaluation meeting(s). The RE Coordinator shall be notified by the mentor if any resident educator mentee is given a development plan.

B. Resident Educators

1. Workload

The resident educator mentee shall be assured of adequate time during the workday to meet with the assigned mentor. The Building Principal shall be responsible for providing coverage of classes when the resident educator mentee and mentor meet with an Ohio Department of Education assessor.

2. Training

Release time will be granted to resident educators for the purpose of training on the methods of assessment to be used by the Ohio Department of Education. Such training time shall be in addition to any other professional leave to which the resident educator may be entitled.

3. Confidentiality

No resident educator mentor shall be compelled to release information to the school district regarding the resident educator's mentee assessment by the Ohio Department of Education, nor may such information be used in the evaluation of the resident educator mentee by school district administrators. Any documents pertaining to the Resident Educator Program and the ODE assessment shall be confidential to the extent permitted by law.

4. Protection

The mentee may exercise the option to request a new resident educator. If a new mentor is assigned, the former mentor shall have his/her supplemental contract terminated without recourse to the grievance procedure and ORC 3319.16 or any other legal challenge. The new mentor shall receive a prorated share of the former mentor's supplemental salary.

No adverse employment action may be taken against a mentee who fails in the first year to successfully complete the Resident Educator Program but who retains the appropriate teaching credentials, unless all applicable provisions in the Master Agreement relating to teacher evaluation and non-renewal of contracts have been followed. Notwithstanding ORC

3319.11 and all other applicable provisions of this contract relating to teacher evaluation and non-renewal of contracts, a mentee who fails twice (or more often if the law changes) to successfully complete the Resident Educator Program requirements may be non-renewed, without recourse to the grievance procedure and or any other legal challenge.

3.10 PERSONNEL FILES

- A. One (1) personnel file shall be maintained for each employee in the Board's office, and such file shall be the only official file for the employee. Said file shall be maintained in accordance with Ohio and Federal Law. Request for access to the file shall be made to the Superintendent or the Treasurer of the Board. An employee shall be notified as soon as possible that a request to view, or a request to receive a copy of, his/her personnel file has been made through a public records request.
- B. Any material to be placed in the employee's personnel file shall be shown to the employee and signed by the employee. The employee's signature on the document indicates only that the document was seen by the employee before it was placed in his/her file and doesn't necessarily indicate agreement with the document. A copy shall be provided to the employee. The employee may write a rebuttal to any material which is to be placed in his/her file and such rebuttal shall be permanently attached to the material in question. No misleading, inaccurate, invalid information or anonymous documents shall be included in the file. The disclosure of information shall not violate the employee's right to privacy.
- C. If a parent or other member of the community makes an oral or written complaint about a teacher, no record of such complaint may be placed in that teacher's file unless the Superintendent or Building Principal: 1) notified the teacher of the complaint; 2) encouraged the community member to meet with the teacher and the Administration to resolve the complaint; 3) met with the teacher to discuss the complaint and the teacher's response; and 4) the parent or member of the community has reduced the complaint to writing. The employee shall be given a copy of such complaint. The employee shall have the right to answer the complaint and have the answer attached to the file copy. Anonymous letters or information shall not be placed in the employee's file nor shall any record be made of same.
- D. Upon request, the employee shall be permitted to examine his/her file. If an employee disputes the accuracy, relevance, timeliness or completeness of information contained in the file, he/she may request the Superintendent to investigate the current status of the information. Within a reasonable time, the Superintendent and/or his/her designee shall undertake such investigation and shall notify the employee of the results of the investigation and the action, if any, the District plans to take with respect to the disputed information. The

Superintendent and/or his/her designee shall expunge any information that he/she cannot verify or that he/she finds to be inaccurate, irrelevant or untimely.

- E. No physical data may be removed by anyone from an employee's file. Any material subject to inspection may be copied once per year by the employee. Additional copies may be purchased at ten cents (10¢) per page.

3.11 EMPLOYEE DISCIPLINARY PROCEDURE

- A. For good and just cause, the Administration may take disciplinary action against a teacher. The District Administration shall immediately notify a teacher whenever there is a reasonable belief that the District may be required by law to report any action, investigation, or final disposition related to the discipline of a teacher to the Ohio Department of Education (ODE). The teacher will be notified if a report is submitted to ODE.
- B. The purpose of this disciplinary procedure is to secure at the lowest possible level, solutions to problems which may arise during the school year affecting employees' classroom performance and/or compliance with District rules, regulations, policies, or directives in an effective and confidential manner.
- C. An employee may be disciplined for insubordination, neglect of duty, violation of rules, regulations, policies of the Board of Education; violations of sick leave and/or personal leave or for violation of administrative policies or directives not in conflict with the Negotiated Agreement or Board of Education policies.
 - 1. Verbal Reprimand Procedure: Verbal warnings shall be discussed in private between the parties involved. Whenever an administrator intends to issue a verbal warning, he/she will inform the employee that the first step of the disciplinary procedure is being initiated. The employee has the right to have a local representative of the Association present.
 - a) Review of request, rule, complaint, policy, or regulation will be made which is the basis for the disciplinary action.
 - b) The action or failure on the employee's behalf to comply with (1) above will be stated.
 - c) It will be stated that a verbal reprimand or warning is being issued.
 - d) The expectation of the employee will be emphasized.
 - e) Intervention steps will be offered to the employee.
 - f) It will be understood that failure to comply in the future will warrant further disciplinary action.
 - g) A written record will be made of date, time, and action of the verbal reprimand on appropriate form (Appendix B) and signed by the employee and administrator. A copy will be given to the employee and will be kept in a file other than the employee's personnel file in the Central Office.

2. Written Reprimand Procedure: (within one (1) calendar year of verbal warning) – within three (3) work days of the event, the administrator shall meet with the employee to discuss the reprimand. At this meeting, the teacher may be represented by a representative of the Association of his/her choice. Written reprimands shall be removed from the employee's file, three (3) years from its placement.
 - a) Facts such as date, time and place and actions of the individual warranting discipline will be stated.
 - b) The regulation, rule, conduct policy procedure or order violated or breached will be given.
 - c) It will be stated that this is a written reprimand.
 - d) It will be stated that if the employee does not improve, he/she will be subject to further disciplinary action, up to and including termination.
 - e) A copy will be given to the individual in person and a copy placed in his/her personnel file.
 - f) The employee will be permitted to attach a letter or rebuttal to the written reprimand.
 - g) After one (1) year, a written reprimand on file shall not be the basis of future disciplinary action provided there has been no further reoccurrence of the same offense in the previous year. Written reprimands which are removed will be placed in a District discipline file which is not identified by employee name.
 3. Suspension – (within one (1) calendar year of written reprimand) – the Superintendent may suspend an employee without pay for up to three (3) work days.
 4. Nothing herein shall preclude the Superintendent from suspending an employee with pay.
- D. In the case of suspension without pay for three (3) days or less, the Superintendent will explain the reason(s) for the discipline to the employee prior to suspension. When the Superintendent determines suspension of three (3) days or less is warranted, the Superintendent shall provide written notice including the reason(s) and the effective date(s) of the suspension.
- E. Discipline will normally be progressive, but will be decided on an individual basis and the severity of the violation.
- F. Fringe benefits shall remain in effect during the time of any suspension under this Article.
- G. If any grievance is filed because of a suspension without pay, the grievance may be initiated at level three, Article 2.03, Grievance Procedure.

- H. Nothing herein shall be construed as limiting or prohibiting the Administration's authority to report suspected criminal activity or abuse as defined by ORC 2151.421.

3.12 CLASSROOM KEYS

Each teacher will be given a key to his or her classroom.

3.13 CLASS SIZE

- A. The Board agrees to endeavor to continue to keep class size as small as possible.

- B. Inclusion

1. Teachers whose duties would be impacted by an IEP shall be provided the opportunity to participate in the development of the IEP and be present at the IEP meetings. The IEP team meeting shall be scheduled at a time and place that is most accommodating for IEP team members to participate.
2. Any employee whose duties would be impacted by an IEP may request a meeting at any time to review the IEP and/or the placement of the student. The meeting shall take place within ten (10) working days from the date of request, unless otherwise agreed.

Teachers whose duties will be impacted in the upcoming school year by an IEP will be afforded the opportunity to meet prior to the conclusion of the school year to discuss the needs of potential students with special needs. The meeting will include the current and upcoming general educator, intervention specialist, and any necessary support staff.

3. When inclusion is being recommended for a special education student, selection of the regular classroom teacher will be on a fair, equitable basis.
4. No teacher, other than a school nurse shall be required to perform nursing duties or medical procedures.
5. If any provision of this Section between the Board of Education and the Ohio Education Association shall be found contrary to law, or beyond the limits permitted by 4117 of the Ohio Revised Code, then such provisions of applications shall not be deemed to be valid, but all other provisions or application shall continue in full force and effect.
6. Teachers whose duties are impacted by students with the IAT plans or 504 plans, shall be provided the opportunity to review said plans within a reasonable time of student placement.

7. Special education teachers shall be granted one (1) day of release time for writing IEP's. This release time must be utilized in the building.

3.14 WORK YEAR/WORK DAY

- A. A School Advisory Calendar (SAC) Committee which will include two (2) Danbury Education Association bargaining unit members will develop the school calendar for the following school year. The SAC will develop two (2) calendars which will be submitted to bargaining unit members to indicate preference. After considering the desires of bargaining unit members, the Board will have the option of approving either of the two (2) calendars or returning calendars to the SAC committee for further review. Included on the calendar will be all Professional Days, Teacher Work Days and Parent/Teacher conferences.
- B. The regular work year for members of the bargaining unit shall be based upon a school year of a maximum of 1352 hours. Bargaining unit members will also participate in three (3) professional development days and two (2) teacher work days [one (1) prior to the first student day and one (1) after the final student day].
- C. Each teacher shall have free time during the day equal to a class period in addition to the thirty (30) minute duty free lunch. This time shall be used at each teacher's discretion for planning and preparation of lessons; conferences with the Principal, County Supervisors and Teacher Specialists; tutoring students and conferences with students; and for other teaching related work.
- D. The length of the work day for elementary and secondary teachers on days that students are in session shall be eight (8) hours, including a thirty (30) minute duty-free lunch period and planning time. Professional Days, Teacher Work Days, and any other days that students are not in session will be seven (7) hours and thirty (30) minutes in length.
- E. Teachers are encouraged to attend events such as Open House, Back-to-School Night, graduation, honor society induction, honors banquet, and elementary music programs.
- F. Guidance Counselor (7-12) will receive ten (10) extended days and Guidance Counselor (PreK-6) will receive five (5) extended days. Extended days will be scheduled in consultation with their supervisor.

3.15 SMOKE FREE BUILDING

The Danbury Local Schools shall be smoke-free. No smoking will be permitted in the building at any time, including extra-curricular events.

3.16 FREE DEPENDENT TUITION

- A. The Board shall act to approve a policy of free dependent tuition. If open enrollment options exist, such students must attend as an open enrollment student.
- B. The dependent of an employee shall be assigned to a building and class by the Superintendent in accordance with past records from previous schools or local testing.
- C. Requests for free dependent tuition shall be made prior to the opening of the school year except for extenuating circumstances which may occur during the school year and are approved by the Board.

3.17 TEACHER EDUCATION, CERTIFICATION AND LICENSURE

- A. A local professional development committee (LPDC) shall be established, and shall have the sole authority, to oversee and review professional development plans for course work, continuing education units, and/or other equivalent activities.
- B. The term of office for members serving on the committee shall be two (2) years. Terms shall be staggered so that one-half of the terms expire annually. One-half of the initial appointments, therefore, shall be for three (3) years.
- C. The committee shall be composed of three (3) teachers, one (1) principal, and one (1) other District employee. The three (3) teacher members shall be appointed by the DEA President. The principal member and the other member shall be appointed by the Superintendent. Each party shall notify the other of the appointments. Except for the first appointments, appointments shall be made on or before May 1 annually. In the event of a vacancy, the committee member shall be replaced by the party making the original appointment.
- D. The committee chairperson shall be determined by majority vote of the committee members.
- E. For review of teachers, a quorum of the LPDC consists of no less than two (2) members appointed by the Association and one (1) member appointed by the Superintendent. For review of administrators, a quorum of the LPDC consists of no less than two (2) members appointed by the Superintendent and one (1) member appointed by the Association.
- F. Teacher members of the LPDC shall be afforded the opportunity to attend training on the purpose, responsibilities, functioning, and legal requirements of the LPDC. If the available training is during work hours, the committee members shall be given release time to attend. If the training occurs outside the regular work day or work year, teacher members shall be paid the hourly rate in accordance to the

extra-curricular schedule for curriculum for each of the hour(s) involved. LPDC members shall be reimbursed for all actual and necessary expenses (such as registration, lodging, meals, etc.) incurred as part of the training, as per Board policy.

G. The LPDC shall meet as often as the members deem necessary to complete their work. When a schedule is developed, the committee shall post in each building its meeting schedule. Additional meetings may be scheduled, as necessary. Teacher members shall be paid the hourly rate in accordance to the extra-curricular schedule for curriculum for committee work performed outside the regular work day or work year. The LPDC may not charge a fee to the employees who come before the committee.

H. Appeals

1. Written appeals shall be submitted to the LPDC chairperson within ten (10) calendar days of denial of an IPDP or credit proposal. All written appeals will be reviewed at the next regularly scheduled meeting of the LPDC.

2. An appeal may be presented in person at the next regularly scheduled LPDC meeting. A written request for inclusion on the agenda should be given to the LPDC chairperson no later than ten (10) calendar days.

3. If the appeal is denied, the applicant may request a terminal opinion, a binding decision rendered by a third party review panel chosen as follows: one person selected by the applicant, one person chosen by the LPDC, and a third person mutually agreed upon by the first two. Members must have a current Ohio Department of Education Certificate or License. The panel will uphold or overturn the LPDC's decision by a majority vote.

4. The Appeals Committee shall schedule a meeting within thirty (30) calendar days of the appeal. The individual must be present at this meeting. The Appeals Committee shall render its binding decision in writing within ten (10) calendar days. The decision of the Appeals Committee is not grievable.

I. If ORC 3319.22 is amended and/or changed, the parties agree to meet and negotiate the necessary changes to comply with the law.

3.18 STUDENT AUTHORITY

At the start of the school year, the Administration and faculty of each building shall mutually review the student handbook. The student handbook shall establish guidelines outlining proper building procedures in regard to the enforcement of student discipline.

The Administration shall give full support and assistance to teachers with respect to the maintenance of control and discipline in the classroom, as long as the teachers are disciplining within the established guidelines of the handbooks and building procedures.

To the extent such information is available and not privileged, the Administration shall inform each teacher being assigned a student who has a history of violent behavior.

Any student who commits an assault, a battery, or threat of violence (as those terms are defined under Ohio law), shall be immediately removed from all classroom and extracurricular activities. Any student having committed one of the above offenses upon a teacher shall not be reassigned to that teacher's class without the prior knowledge and consent of the teacher, as long as the teacher has filed charges with the proper legal authority and the student's assignment is in conformance with the IDEA, Section 504 of the Rehabilitation Act and/or the ADA.

3.19 COMPUTER NETWORK AND INTERNET USE

Employees shall have access to interconnected computer systems within the District and to the Internet for educational-related purposes. Employees shall follow the District's policies, which shall be reviewed on a yearly basis. Employees will not be responsible for harm to others or damage to property if there is any outside interference with the District's computer system, such as, but not limited to, worms, viruses, and/or other harmful programming or vandalism.

3.20 JOB DESCRIPTIONS

- A. For each position covered under this Agreement, job descriptions will be prepared and negotiated with the Association. The descriptions shall be distributed to all teaching personnel and to all newly hired in the future. The descriptions will include at a minimum:
 - 1. Position title
 - 2. Minimum qualifications
 - 3. Person to whom employee is responsible
 - 4. Specific duties required in position.
- B. Any evaluation of teaching personnel shall focus upon, but not necessarily be limited to, the job description. The rate of pay shall be established by the salary schedule included in this Agreement. There shall be no deviation from said compensation rates during the life of this Agreement except as designated in this Agreement.
- C. Specific job descriptions shall be within reason.

3.21 NON TRADITIONAL INSTRUCTION

Any classes offered by the District to students through the College Credit Plus program shall first be offered to bargaining unit members in accordance with this Article. If no bargaining unit member is qualified, pursuant to the requirements of the program, the Board may arrange for such class/classes to be taught by non-bargaining unit members. However, in such instances, the Board must seek volunteers who are interested in becoming dual- certified and shall pay the cost associated with the requirements. Any classes offered by the District to students through VLA or other compensated online classes, shall first be offered to bargaining unit members to monitor and grade.

ARTICLE IV – LEAVES OF ABSENCE

4.01 SICK LEAVE

- A. The Board recognizes its statutory duty to pay employees of this District in full for days on which they are absent from work for reasons of personal disability or pregnancy, illness, and injury or death in the employee's immediate family.
- B. All employees of the District eligible for sick leave shall receive fifteen (15) such sick leave days annually at the rate of one and one-quarter (1 ¼) a month. Unused sick leave shall be accumulated on an unlimited basis. Regular part-time employees shall be entitled to sick leave in proportion to the time actually worked. For the purpose of severance, accumulation will be based on two hundred thirty-two (232) days maximum.
- C. The Board shall accept by transfer the accumulated sick leave which any new employee has acquired in another position of public service in Ohio provided that the last termination of such service shall have been within the last ten (10) years.
- D. New employees shall be credited with five (5) days sick leave in advance which shall be part of the fifteen (15) days that can be accumulated for the year. Under unusual circumstances the Superintendent may allow credit for additional days, but the allowance shall not exceed the number of days that may accrue to the teacher throughout the remainder of the then current contract year.
- E. Use of Sick Leave – Sick leave may be used for the following purposes:
 - 1. For absence of the employee due to personal illness, injury, pregnancy, or exposure to a contagious disease which could be communicated to other employees or to students.
 - 2. For absence of the employee due to illness or injury of someone in the employee's immediate family. In this Section, the employee's immediate family is defined to mean the employee's parents, brother, sister, son or

daughter, spouse or parent-in-law, spouse of son or daughter or other relative residing with the employee, grandchild for whom the employee is legal guardian, or other persons for whom the employee is legally responsible.

3. For absence due to death in the immediate family of an employee or close friend. In this Section, the immediate family of an employee is defined to mean relatives related by blood or law. For death of a close friend, the employee shall be entitled to one (1) day of sick leave per occurrence. For death of a relative, the employee shall be entitled to up to three (3) days of sick leave per each occurrence. Additional days may be granted by the Superintendent.

F. Verification of Sick Leave – An employee requesting use of sick leave shall fill out the appropriate information on AESOP. Employees absent for an extended personal illness, more than five (5) consecutive workdays shall provide a physician’s note allowing return to regular duties. The filing, by an employee, of any willfully false statement concerning the cause or duration of an absence shall be considered by the Board of Education as grounds for suspension or dismissal.

G. Eligibility for Sick Leave – A sick leave of absence shall commence when the employee or agent, if the employee is sufficiently disabled, reports the absence.

Whatever the claims of disability, no day of absence shall be considered to be a sick leave day on which the employee has engaged in or prepared for other gainful employment, has participated in a concerted work stoppage, or has engaged in any activity which would raise doubts regarding the validity of the sick leave request.

H. Records of Sick Leave – The personnel records of this District shall show the attendance of each employee, and such days as that employee may be absent shall be recorded with the reason for such absence noted. A record shall be made of the unused sick leave days accumulated by each employee.

I. Retirement – Upon retirement, an employee may be compensated a portion of his/her unused sick leave.

J. Should the school be closed during the period of an employee’s sick leave by an “emergency” day or holiday, as called by the Superintendent, such employee will not be charged a sick leave day.

K. Day(s) shall not be used for recreation or vacation.

4.02 PERSONAL LEAVE

- A. The Board reserves the right to specify within the limits of law, the manner of proof of personal necessity, the type of situations in which such leave will be permitted, and the total number of days which may be used in any school year for personal leave.
- B. Up to three (3) full days of personal leave with pay may be used, if approved by the Superintendent, each contract year by full-time employees. Personal leave will be prorated, rounded to the nearest one-fourth (1/4) day, for those employees hired after the start of the school year. Personal leave is not cumulative, but unused days will be converted to sick days at the end of the contract year. All three (3) personal days are unrestricted, except to extend a vacation or holiday.
 - 1. Requests shall be presented to the Superintendent at least three (3) school days in advance, except in the event of an emergency.
 - 2. Number of persons granted personal leave for any one (1) day will be limited to the demands of the District as determined by the Superintendent.
 - 3. Under special and extenuating circumstances, the Superintendent may make exceptions to the above-stated conditions.
- C. The filing, by an employee, of a willfully false statement concerning the use of personal leave shall be grounds for discipline as follows:
 - 1. First offense – dock two (2) days’ pay (including cost of benefits)
 - 2. Second offense – five (5) days suspension without pay

4.03 FAMILY AND MEDICAL LEAVE

The parties agree to abide by the terms and provisions of the Federal Family and Medical Leave Act and in accordance to Board policy GBR-R.

4.04 PROFESSIONAL LEAVE

- A. All employees shall be provided opportunities for the development of increased competency beyond that which they may attain through the performance of their assigned duties through attendance at professional meetings.
- B. For purposes of this Article, a professional meeting shall be defined as any meeting that is related to the activities, duties or responsibilities of Board employees as determined by the Superintendent.

- C. Teachers shall be excused from the performance of their duties and shall receive compensation during the days they are excused for attendance at the following professional meetings:
1. Conferences involving other personnel from the district, county, state, region or nation.
 2. Committees drawing personnel from the district, county, state, region or nation.
- D. The following conditions must be met for an employee attending professional meetings:
1. All requests to attend professional meetings shall be made ten (10) days in advance of the meeting for which approval to attend is sought utilizing the form found on the shared server.
 2. Determination of appropriateness and authority to grant permission for attendance at a meeting will rest with the Superintendent, upon recommendation of the Principal. The number of persons granted professional leave for any one day will be limited to the demands of the District as determined by the Superintendent.
 3. The Superintendent has the authority, when he/she considers the meeting to be of sufficient importance, to request representation from the staff to attend a meeting.
 4. The employee shall file with the Superintendent a report on the activities of the conference, with recommendations, if any, for use by employees and the district schools.
 5. The employee shall be responsible for conference registration, hotel registration and all fees for professional development. Upon presentation of receipts to the Treasurer within thirty (30) days of returning from the conference, shall be reimbursed registration fees, mileage at the current IRS rate per mile, meal costs up to thirty dollars (\$30) per day (excluding alcoholic beverages and tips), hotel up to one hundred twenty-five dollars (\$125) per day (excluding room service, pay TV, telephone calls, laundry and tips), and parking expenses. Meals for professional leave will only be reimbursed with an overnight meeting or conference stay.
 6. Days shall not be used for recreation or vacation.

4.05 UNCOMPENSATED LEAVE

- A. A leave of absence up to one (1) year shall be granted by the Board of Education to members of the teaching staff for the following purposes:
 - 1. Personal illness
 - 2. Physical or mental disability
 - 3. Maternity/paternity/adoption

- B. If recommended by the Superintendent, the Board may, but shall not be obligated to, grant an unpaid leave for the following purposes:
 - 1. Educational or professional purposes
 - 2. Public Service Commitment
 - 3. Travel

- C. An employee desiring such leave shall present, in writing, a request stating clearly the reason and purpose of the leave to the Superintendent. When the reason for the leave is personal illness or physical or mental disability, an employee shall also attach a doctor's statement.

- D. The Superintendent shall report the request to the Board at the next regular meeting. Without request, the Board may grant a leave of absence because of physical or mental disability.

- E. If a leave of absence is granted for personal illness or physical or mental disability, it may be extended for a second year by written request presented to the Superintendent and with the approval of the Board.

- F. Any employee who is on leave of absence and who wishes to return to his/her duties at the beginning of the following school year shall notify the Superintendent of such intention not later than May 1st in writing.

- G. Upon return from a leave of absence, a teacher shall resume the contract status held prior to such leave and will be returned to an available position for which he/she is qualified. Teachers using any Board approved leave of absence shall not lose seniority held prior to the leave, nor shall they gain additional seniority for the time on leave.

- H. Teacher(s) on an unpaid leave(s) of absence as stated herein shall not be eligible to receive any of the following benefits:
 - 1. the accrual of sick leave;
 - 2. payment for calamity day(s), excluding those days approved for reasons provided under Section B of this Article.

- I. Contingent upon the procedures established by the insurance company(ies) providing the specific coverage, an employee shall be eligible to have any and all of his/her insurance coverage continued during an unpaid leave of absence, provided the employee pays the premium(s) for said coverage no later than the first day of each month.
- J. The employee will bear sole responsibility for the purpose of STRS credit during the uncompensated leave and shall reimburse the Board for the amount assessed the Board due to the purchase of STRS service credit related to such leave for all leaves which are granted on or after July 1, 2004.

4.06 ASSAULT LEAVE

- A. The Board will provide up to twenty-five (25) days assault leave for a teacher who is absent due to a physical or psychological disability if verified by a physician or a court appearance resulting from an assault which occurs in the course of the teacher's employment by the Board. The period of assault leave may be extended up to an additional twenty-five (25) days by the Superintendent upon certification by a licensed physician that such additional time is necessary for the teacher's return to duty. The teacher will remain on full-pay status during the period of any such absence under the following provisions:
 - 1. The teacher, upon return to work, who has been assaulted must furnish a written, signed statement on forms provided by the Board to justify the use of assault leave.
 - 2. A certificate from a licensed physician stating the nature of the disability and its duration and certifying that it is a direct result of the assault shall be required before assault leave can be approved for payment.
 - 3. Assault leave granted under this Article shall not be charged as sick leave earned or earnable.
 - 4. The teacher will cooperate fully in any legal or disciplinary action taken by the Board or civil authorities. Subject to the procedures of the court as requested, the Superintendent or designee shall accompany and provide assistance to an assaulted teacher at related criminal court appearances.
 - 5. No teacher who applies and receives Ohio Worker's Compensation and/or disability retirement shall be eligible for assault leave days.
 - 6. At the Superintendent's discretion, additional days for court appearance shall be granted.
- B. Teachers shall request use of leave on forms provided by the Board and shall certify the information provided is true and accurate.

- C. Absences due to court appearances resulting from an assault shall be chargeable to assault leave.
- D. If a member is required to be absent from school because of court appearance(s) resulting from an assault and he/she requires assault leave days exceeding fifteen (15) days during that school year, additional days equivalent to the number of days used for court appearances shall be granted to that member.
- E. The member assaulted agrees to cooperate fully with police and the Administration in any investigation of an alleged assault unless otherwise advised by his/her legal counsel.

4.07 ABSENCE DAY RESERVE PLAN

- A. With the approval of the Superintendent, if a bargaining unit member exhausts his/her sick leave accumulation because of a current or past catastrophic or long term illness or injury of either the employee or a person for whom the employee is responsible, another bargaining unit member who is at the same or higher salary step may donate up to five (5) days of his/her accumulated sick leave to the donee bargaining unit member requesting the donation of sick days.
- B. No bargaining unit member may receive more than an aggregate of thirty (30) donated sick leave days in any one (1) school year, unless granted approval by the Superintendent. If additional days are granted by the Superintendent, this waiver decision shall not set a precedent for future requests for donated days beyond thirty (30) days. Donation of sick days shall be initiated by a bargaining unit member on a form furnished by the Treasurer. Donated sick days shall be added to the accumulated sick leave of the donee bargaining unit member requesting the donation and deducted from the donor bargaining unit member's accumulated sick leave.
- C. To qualify for the absence day reserve plan, the bargaining unit member must submit a doctor's statement to the Treasurer certifying the extreme medical emergency.
- D. Donated sick leave days must be submitted to the Treasurer three (3) work days prior to the need of the donee bargaining unit member. This requirement may be waived at the discretion of the Superintendent. However, any waiver decision by the Superintendent shall not set a precedent for future requests for a waiver.
- E. All accumulated sick days, personal days, and vacation days must be used by the bargaining unit member before donated sick leave days may be used.
- F. Donated sick leave may not be used for severance pay, nor may it be used to pay the bargaining unit member who goes on disability retirement.

4.08 MILITARY LEAVE

A. Rights

Teachers are entitled to all rights provided under the ORC and the Uniform Services Employment and Reemployment Rights Act.

B. Compensation

1. A teacher who is a member of the Ohio National Guard, Ohio Naval Militia, or Military Reserve shall be granted a paid leave of absence for up to thirty-one (31) days during each contract year. This leave will be granted only in the event that the teacher is called into active service.
2. A teacher called into active service for a period in excess of thirty-one (31) days shall be paid the difference between his or her military pay and regular salary that would have been earned for service in the Danbury District. This pay will continue for a period of up to five (5) years.

C. Reinstatement

1. A teacher returning from military leave of three (3) years or less shall be reinstated to the same classification and position held prior to the leave.
2. A teacher returning from military leave greater than three (3) years shall be reinstated to the same classification, but may be assigned to a different position.
3. Seniority/Salary Placement

For purposes of seniority and placement on the salary schedule, up to five (5) years of absence due to military leave shall be counted as though the teacher's service had been performed in the Danbury District.

4.09 COURT LEAVE/JURY DUTY

A. Court Leave

1. A teacher required to appear as a witness at a trial or hearing before a court of competent jurisdiction shall be granted leave with pay if called as a witness to testify to facts arising out of such teacher's scope of employment or in other matters in which the teacher is not a party.
2. A teacher required to appear as a defendant or appearing as a witness at the request of the Board at a trial or hearing before a court of competent jurisdiction shall be granted leave with pay if named as a defendant arising

from such teacher's scope of employment. Additional days as needed will be granted for consultation with legal counsel.

3. Scope of employment is defined as those acts that arise during the performance of a bargaining unit member's assigned duties. Scope of employment is not to be construed to include cases arising out of contract disputes between a teacher and the Board or the Association and the Board.
4. The leave granted under this provision will not be deducted from the teacher's sick leave or personal leave.
5. Leave with pay under this Article will not be granted if a teacher is to appear in court in a personal legal matter.

B. Jury Duty

When it becomes necessary for a teacher to accept jury duty, the teacher will be paid his/her regular salary for the number of days involved and will not be required to remit to the Board any jury duty compensation paid by the court. Such leave will not be deducted from the teacher's sick leave or personal leave.

ARTICLE V – INSURANCES

5.01 COMPREHENSIVE MEDICAL INSURANCE

A. Hospital and Medical Insurance

Effective January 1, 2011, the Board shall make available a Comprehensive Medical Plan in accordance with Option 5, HSA, and any new plans offered by SAN-OTT or its successor. The terms and conditions of any new plans will be mutually negotiated.

B. Premium Share (BOE % / Employee %) BOE Contribution to HSA

JANUARY 2016 – JANUARY 2019 HSA – 90 / 10 50% OF DEDUCTIBLE
OPTION 5 80/20

C. Prescription drug coverage shall have per prescription co-pays in accordance with the prescription plans offered by SAN-OTT or its successor.

D. Any certificated employee who elects to decline Board insurance shall be eligible for the following insurance options:

1. An employee eligible for Family insurance coverage may decline Board insurance coverage and receive a semi-annual payment which equals twenty-five percent (25%) of the HSA Family premium (4pt).
 2. An employee eligible for Family insurance coverage may elect to take Single insurance coverage and shall receive a semi-annual payment which equals twenty five percent (25%) of the HSA Family premium minus the HSA single premium (4pt).
 3. The above options shall not apply to any District employees who are covered by the medical insurance plan, except as prescribed in paragraph 2 above. When two (2) District employees are married, they are entitled to one (1) Family plan and one "in lieu of" payment in accordance with 5.01 Section D, Paragraph 1.
 4. Employees electing to participate in insurance coverage must notify the Treasurer in writing no later than November 1 of any year they wish to decline coverage.
 5. Any employee who has elected to participate in the insurance options and during the year loses insurance coverage through divorce, death, job loss or layoff shall be provided Board insurance coverage upon notification of the Treasurer.
 6. Any employee electing to take the insurance option shall receive the first payment thirty (30) days after the first six (6) months of participation (by April 1) and shall receive the second payment after the next six (6) months of participation (by October 1) of any year he/she participates.
 7. The option shall be annual from September 1 to August 31. Any employee electing to take this option shall not be subject to any pre-condition clause upon re-enrollment in the negotiated insurance program.
- E. A full Section 125 Plan shall be provided by the Board at no cost to the employee for administering the plan.
- F. Spousal Waiver Requirement for Group Medical Benefits
1. Spouses of employees, where insurance is available to them, will be required to enroll in at least Single coverage through their provider.
 2. Spouses will be exempt from this requirement if:
 - a) The spouse's provider is another school district within the SAN-OTT School Consortium.

- b) The spouse's provider does not offer Medical coverage.
 - c) The spouse must pay more than fifty percent (50%) of the highest cost Single medical plan total monthly premiums offered by SAN-OTT or its successor.
- 3. If none of these exemptions pertain to the spouse, the spouse must enroll for at least Single coverage. The spouse can still be maintained on the Board's plan as secondary coverage if eligible, but primary coverage will be the spouse's provider.
 - 4. Any employee employed prior to August 1, 2007, whose spouse is required to enroll in other coverage, shall be reimbursed for up to fifty percent (50%) of the highest cost Single medical plan premiums offered by SAN-OTT or its successor.

G. Pro-Ration of Benefits for Part-Time Employees

Part-time employees who are eligible for insurance benefits shall receive pro-rata benefits based upon the percentage of full-time employment.

H. Payment In Lieu Of Health Reimbursement Account

The Board will reimburse any employee employed prior to September 1, 2014, enrolled in a District health insurance plan twelve hundred dollars (\$1200) per year in lieu of Health Reimbursement Account. Payment to employee will be made in equal installments fifty dollars (\$50) per pay period (24).

I. Board Contribution to Health Savings Account

- 1. Fifty percent (50%) of the Board contribution will be deposited into the HSA on January 15. Fifty percent (50%) of the Board contribution will be deposited into the HSA on July 15.
- 2. Employees must be employed by the District on the date of payment in order to collect any payments listed in 1. above.
- 3. New employees (hired after July 15 of each year), the Board contribution to the HSA will be prorated and paid in the employee's first paycheck.

J. Wellness Program

A wellness plan will be in effect on January 1, 2014. Costs associated with wellness will be shared as follows, based on employee scores from biometric testing.

<u>Employee Biometric Testing Scores</u>	<u>Percentage Impact on Employee Premium</u>
5	-4%
4	0%
3	+2%
2	+4%
1	+6%
0	+8%

Employees who choose not to participate in the wellness plan bear all additional costs (30%) above the base rate. Employees whose spouses participate in the plan will receive the average of the two (2) biometric scores.

5.02 DENTAL INSURANCE

- A. The Board shall make available a full coverage family dental plan for certificated personnel.
- B. The Board will assume its percentage of payment of the premium in accordance with the Board's share of the HSA premium.
- C. The dental plan that shall be provided will be equivalent to that in effect on July 1, 2015.

5.03 LIFE INSURANCE

- A. The Board agrees to pay for a \$20,000 group-term life insurance policy including double indemnity for accidental death and dismemberment for all certified teachers.
- B. Life insurance shall be provided for all certified employees for the following amounts and conditions:
 - 1. \$20,000 of Term Life Insurance shall be provided to each employee.
 - 2. \$20,000 of accidental death and dismemberment shall be provided to each employee.
 - 3. Employees may elect to take just the life insurance.
 - 4. The Board will pay 100% of the total premium.

5.04 VISION COVERAGE

The Board agrees to reimburse employees for up to four hundred dollars (\$400) of documented expenses related to vision care per plan year for themselves or their dependents. Such requests for reimbursement must be submitted in writing to the Treasurer not later than thirty (30) days after the end of the plan year.

ARTICLE VI – SALARY PROVISIONS

6.01 BASE SALARY

The BA-0 Base Salary shall be as follows:

<u>Year</u>	<u>Salary Amount</u>	<u>Percentage Increase</u>
2015-16	\$39,703	3%
2016-17	\$40,894	3%
2017-18	\$42,121	3%

The salary schedules shall be indexed as indicated on the schedules which are attached hereto as Appendix C, Appendix D, and Appendix E.

6.02 STRS PICK-UP

The Danbury Board of Education agrees to pay to the State Teachers Retirement System on behalf of the employees 2.5% of the designated “employee contribution”.

6.03 STRS TAX-SHELTER

The Board of Education authorizes the tax sheltering of the remaining percentage of the teaching employees contribution to STRS.

6.04 PLACEMENT ON SALARY SCHEDULE

A. Salary schedule columns shall be defined as follows:

1. DEGREE – Employee must have a Bachelors Degree.
2. DEGREE+15 – Fifteen (15) semester hours of graduate work have been completed after the Bachelors Degree.
3. DEGREE+30/MA – Masters Degree or thirty (30) semester hours of graduate work have been completed after the Bachelors Degree.

4. MA+15 – Fifteen (15) semester hours of graduate work have been completed after the Masters Degree.
 5. MA+30 – Thirty (30) semester hours of graduate work have been completed after the Masters Degree.
 6. MA+45 – Forty-five (45) semester hours of graduate work have been completed after the Masters Degree.
- B. Official transcripts only will be accepted as proof of completion of the required course work.
 - C. Credit on the teacher salary schedule will be given for previous teaching experience in a duly accredited school as defined in ORC 3317.13 upon employment to a maximum of five (5) years. Additional credit not to exceed five (5) years of military experience or alternative civilian service required by the Selective Service System will be given upon initial employment. Total experience credit granted shall not exceed ten (10) years for a combination of teaching and military experience. The Superintendent, with Board approval, may make exceptions in special circumstances. When an exception is made, the Superintendent shall give written notification to the Association President. Disputes as to “special circumstances” shall be subject to direct expedited binding arbitration.
 - D. Beginning August 1, 2010, credit on the teacher salary schedule will only be given for graduate level courses past your Bachelor’s degree in education.
 - E. Beginning August 1, 2010, teachers will be reimbursed two hundred dollars (\$200) per credit hour up to six (6) credit hours per year for graduate coursework within their content area or approved by the Superintendent. Teachers taking courses to obtain a masters degree in their subject area to teach college level classes at Danbury, may exceed the six (6) hours per year with Superintendent pre-approval.

6.05 MOVEMENT BETWEEN COLUMNS

- A. Dates for submission of official transcripts for Movement between Columns shall be as follows:
 1. 1st Contracted Day to end of 1st 9 weeks
 (Effective 1st Day 2nd 9 weeks)
 2. 1st day of 2nd 9 weeks to end of 1st semester
 (Effective 1st Day 2nd Semester)

3. 1st day of second Semester to last Contracted Day
(Effective 1st Day 4th 9 weeks)
 4. Day after Last Contracted Day to day before 1st Contracted day
(Effective 1st day of Contract for the following year)
- B. All official transcripts for the total number of hours being presented must be submitted at same time and date stamped by the Treasurer's office during normal working hours (8:00 a.m. to 4:00 p.m.) Monday through Friday (excluding holidays).
 - C. All transcripts and requests will be subject to normal review procedures, and if then verified and approved by the Board will be subject to a retroactive application of payment to the first day of the effective period as prescribed by 6.05(A) above.
 - D. All afore referenced dates will be set according to the official school calendar as adopted annually by the Board.
 - E. All requests for salary schedule changes will be based on the submission date of official transcripts and not completed class dates.

6.06 SEVERANCE PAY

- A. In accordance with statute, all employees who present evidence of retirement from active service with the Board of Education shall be granted severance pay for their accrued but unused sick leave days. This policy specifies the manner for doing so.
- B. The Board authorizes the payment to a retiring employee of $\frac{1}{4}$ of his/her unused sick leave days in the year of retirement.
- C. For purposes of this policy, "retirement" means retirement under the State Teachers Retirement System (STRS) and does not include disability retirement.
- D. In order to qualify for severance pay, an employee shall:
 1. Have made application within sixty (60) days following the effective date of retirement.
 2. Served ten (10) or more years of active service covered by STRS with the State or a political subdivision or a combination thereof.
 3. Express his/her intention to retire on or before his/her last day of service.

4. Payment will be made to the estate in the event the employee becomes deceased prior to application for retirement.
- E. Severance pay will be made by the Board in the following manner:
1. Payment shall be made no later than sixty (60) days after the application is filed and the employee's retirement is verified to the office of the Superintendent by the retirement system.
 2. Payment shall be based upon the employee's daily rate of base pay at the time of retirement exclusive of overtime or any supplemental pay. Daily rate shall be determined by dividing base yearly pay at retirement divided by 185.
- F. Payment of severance pay shall eliminate all obligations of the Employer at the time of retirement from any further payment or restoration of sick leave unused.
- G. An employee who becomes eligible to retire with full benefits and retires in the first year of eligibility as determined by STRS shall be entitled to a one-time cash payment of fifteen thousand dollars (\$15,000). This payment shall be in addition to any severance pay under this Article. Nothing herein shall be interpreted to preclude the payment of a retirement incentive to an employee who retires with less than thirty (30) years of service.

To qualify for this payment, an employee must have at least five (5) years of experience with the Danbury Schools and tender a written letter of resignation to the Superintendent and addressed to the Board at least by March 1st of the year of retirement.

6.07 PAY CHECKS

- A. The Board shall provide the employee with a twenty-four (24) equal pay plan. Employees shall receive their paychecks on the 15th and last day of each month. When these days fall on a weekend or holiday, employees shall receive their paychecks on the preceding workday.
- B. All paychecks will be direct deposited for new employees hired after August 1, 2010.
- C. Employees shall be paid on the last day of school nearest the regular scheduled pay day when there is no school on that pay day.
- D. Compensation for Supplemental positions listed on the Extra-Curricular Salary Schedule, shall be paid in the regular paycheck. For Supplemental positions which are year-round in nature, payment will be made in three (3) equal installments during the year.

Payment for all non-athletic Supplemental positions shall be made upon completion of the activity.

Payment for all athletic coaching Supplemental positions will be paid twice per season.

Final payment of all Supplemental positions shall be paid on completion of duties and with sign off by the Director of Student Activities or Principal.

- E. Expense account reimbursements will be paid within thirty (30) days from date of completed paperwork including receipts.

6.08 PAYROLL DEDUCTIONS

- A. The following payroll deductions shall be provided at no cost for employees who authorize such deductions:
 - 1. Association dues (DEA/NWOWEA/OEA/NEA)
 - 2. Credit Union
 - 3. Fund for Children and Public Education (FCPE)
 - 4. Tax-sheltered annuities
 - 5. Other deductions currently in effect
 - 6. Health Savings Accounts
- B. Additional payroll deductions may be added upon mutual agreement between the Association President and the school District Treasurer.
- C. Current tax-sheltered annuity companies shall be maintained. Additional companies may be added upon the request of a minimum of five (5) employees who are active participants in the plan.

6.09 SUPPLEMENTALS

Compensation for positions listed on the Extra-Curricular Salary Schedule shall be determined by multiplying the base salary on the Teachers' Salary Schedule by the appropriate percentage, unless a specific fixed amount is stated on the schedule.

ARTICLE VII – INCLUSION

The Danbury Board of Education and the Danbury Education Association agree that all sections of the existing Collective Bargaining Agreement which are not re-negotiated shall be included in the new collective bargaining agreement. Any item not raised by either party in the parties' initial negotiations proposals will remain in force in the contract.

ARTICLE VIII - EMPLOYMENT OF RETIREES AS TEACHERS

- A. Definition of Retiree - A Retiree is an individual who has attained service retirement status with the State Teachers Retirement System and is otherwise qualified by certification and background for public school teaching in Ohio.
- B. Where a teaching vacancy exists which the Board may fill by hiring a properly certified teacher who is not already employed by the Board, the Board may consider and employ Retirees for any such vacancy upon the recommendation of the Superintendent. Article 3.03 will be implemented prior to hiring any Retiree. Prior employment in the District is not a guarantee of post-retirement employment or of a particular assignment.
- C. A Retiree shall be granted five (5) years of teaching experience on the teachers' salary schedule with the inclusion of his/her educational attainment. A Retiree shall be credited for another year on the salary schedule for each year employed after the first year hired as a Retiree. This provision expressly supersedes Chapter 3317 of the Ohio Revised Code.
- D. A Retiree shall receive a one-year limited teaching contract which shall expire automatically at the end of the stated term. No notice of non-renewal or Board action is required. Continuation of the employment of a Retiree through offering new one-year limited contracts which automatically expire shall be at the election of the Board and upon recommendation of the Superintendent. The requirements of Negotiated Agreement regarding limited contract teachers shall not apply to Retiree limited contracts. A Retiree is not eligible for a continuing teaching contract, regardless of years of employment with the Board. The parties specifically waive all rights for such employees pursuant to ORC Sections 3319.11 and 3319.111 but an evaluation will be conducted during the school year.
- E. Evaluations shall be conducted at the discretion of the Building Principal. The evaluation shall not affect the automatic expiration of the limited contract.
- F. A Retiree shall accumulate and may use sick leave in accordance with the provisions of the Negotiated Agreement, but shall not be entitled to severance pay under the provisions of the Negotiated Agreement or under law upon conclusion of employment as a Retiree.
- G. As required by STRS Guidelines, retired/rehired employees of the bargaining unit will be eligible to participate in insurances provided to bargaining unit members under the provisions of the Negotiated Agreement.

- H. A Retiree shall not accumulate Seniority in the bargaining unit for any purpose under the Negotiated Agreement (i.e., RIF, bidding on vacancies, etc.) and has no right of recall in the event of a reduction in force pursuant to the provisions of the Negotiated Agreement.
- I. A Retiree is eligible for a supplemental contract only at the discretion of the Superintendent. This subsection supersedes ORC Section 3313.53.
- J. A Retiree shall not be eligible for benefits regarding purchase of service credit that may be provided in the Negotiated Agreement.
- K. A Retiree shall be entitled to all other provisions in this Agreement that are available to bargaining unit members unless otherwise limited by the specific provisions of this Article.

ARTICLE IX – SEVERABILITY AND DURATION

9.01 SEVERABILITY

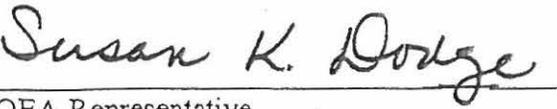
- A. In the event there is a conflict between a provision of this Agreement and any applicable State or Federal Law, or valid rule or regulation adopted by a Federal agency or a state agency pursuant thereto, the applicable state or federal law or valid rule or regulation adopted by a federal or a state agency shall prevail as to that provision. All other provisions of this Agreement which are not in conflict with any applicable State or Federal law, or valid rule or regulation adopted by a Federal Agency or a State Agency pursuant thereto, shall continue in full force and effect in accordance with their terms.
- B. If, during the term of this Agreement, there is a change in any applicable State or Federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, which would invalidate any provision of this Agreement, pursuant to Article I of the Negotiated Agreement, the parties will meet to negotiate any necessary change in the Agreement relative to the affected provision within sixty (60) days by demand of either party.
- C. If, during the term of this Agreement, there is a change in any applicable state or federal law, or valid rule or regulation adopted by a federal or a state agency pursuant thereto, which requires the Board of Education to develop policies that affect the term(s), condition(s) of employment, or working condition(s), then pursuant to Article I of the Negotiated Agreement, the parties will meet to negotiate the additional term, condition of employment or working condition within sixty (60) days by demand of either party.

9.02 DURATION

This contract shall become effective August 1, 2015, and shall remain in full force and effect through July 31, 2018, both dates inclusive.

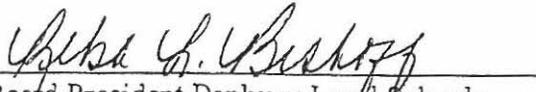
Danbury Education Association

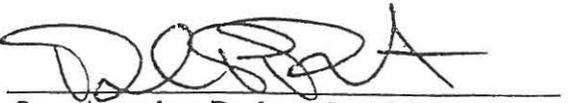

DEA President


OEA Representative

Date: 8/19/15

Danbury Board of Education


Board President Danbury Local Schools


Superintendent Danbury Local Schools

Date: 8/19/15

DANBURY LOCAL SCHOOL DISTRICT
GRIEVANCE FORM – LEVEL ____

Name _____ Assignment _____

Date Received by Administrator/Board _____

Grievance No. _____

Specific item alleged violated, misinterpreted, and/or misapplied:

Statement of Grievance: _____

Remedy Requested: _____

Signature of Aggrieved

Date Filed at this Level

Hearing Date: _____

Disposition Rendered: _____

Signature of Person Rendering Disposition Date _____

(Attach additional pages as necessary to complete any section)

VERBAL REPRIMAND/WARNING

Employee Name: _____

Position/Assignment: _____

Date of Occurrence: _____

Time: _____ Location: _____

Description: _____

Date Discussed with Employee: _____

Signature of Supervisor: _____ Date: _____

Signature of Employee: _____ Date: _____

APPENDIX C

2015-16	TEACHER	SALARY	SCHEDULE			
BASE:	39,703					
STEP	BACHELOR	B+15	B+30/M	M+15	M+30	M+45
0	\$39,703 1.0000	\$42,581 1.0725	\$45,658 1.1500	\$46,453 1.1700	\$47,247 1.1900	\$48,041 1.2100
1	\$41,708 1.0505	\$44,368 1.1175	\$47,644 1.2000	\$48,517 1.2220	\$49,371 1.2435	\$50,204 1.2645
2	\$43,217 1.0885	\$46,155 1.1625	\$49,629 1.2500	\$50,582 1.2740	\$51,495 1.2970	\$52,368 1.3190
3	\$44,725 1.1265	\$47,941 1.2075	\$51,614 1.3000	\$52,646 1.3260	\$53,619 1.3505	\$54,532 1.3735
4	\$46,234 1.1645	\$49,728 1.2525	\$53,599 1.3500	\$54,711 1.3780	\$55,743 1.4040	\$56,696 1.4280
5	\$47,743 1.2025	\$51,515 1.2975	\$55,584 1.4000	\$56,775 1.4300	\$57,867 1.4575	\$58,860 1.4825
6	\$49,252 1.2405	\$53,301 1.3425	\$57,569 1.4500	\$58,840 1.4820	\$59,991 1.5110	\$61,024 1.5370
7	\$50,760 1.2785	\$55,088 1.3875	\$59,555 1.5000	\$60,904 1.5340	\$62,115 1.5645	\$63,187 1.5915
8	\$52,269 1.3165	\$56,875 1.4325	\$61,540 1.5500	\$62,969 1.5860	\$64,239 1.6180	\$65,351 1.6460
9	\$53,778 1.3545	\$58,661 1.4775	\$63,525 1.6000	\$65,034 1.6380	\$66,364 1.6715	\$67,515 1.7005
10	\$55,286 1.3925	\$60,448 1.5225	\$65,510 1.6500	\$67,098 1.6900	\$68,488 1.7250	\$69,679 1.7550
11	\$56,795 1.4305	\$62,234 1.5675	\$67,495 1.7000	\$69,163 1.7420	\$70,612 1.7785	\$71,843 1.8095
12	\$58,304 1.4685	\$64,021 1.6125	\$69,480 1.7500	\$71,227 1.7940	\$72,736 1.8320	\$74,006 1.8640
13	\$59,813 1.5065	\$65,808 1.6575	\$71,465 1.8000	\$73,292 1.8460	\$74,860 1.8855	\$76,170 1.9185
14	\$61,321 1.5445	\$67,594 1.7025	\$73,451 1.8500	\$75,356 1.8980	\$76,984 1.9390	\$78,334 1.9730
15	\$61,321 1.5445	\$69,381 1.7475	\$75,436 1.9000	\$77,421 1.9500	\$79,108 1.9925	\$80,498 2.0275
18	\$64,339 1.6205	\$71,168 1.7925	\$77,421 1.9500	\$79,485 2.0020	\$81,232 2.0460	\$82,662 2.0820
21	\$64,339 1.6205	\$72,954 1.8375	\$79,406 2.0000	\$81,550 2.0540	\$83,356 2.0995	\$84,825 2.1365
25	\$64,339 1.6205	\$74,741 1.8825	\$81,391 2.0500	\$83,615 2.1060	\$85,481 2.1530	\$86,989 2.1910

APPENDIX D

2016-17	TEACHER	SALARY	SCHEDULE			
BASE:	40,894					
	BACHELOR	B+15	B+30/M	M+15	M+30	M+45
STEP						
0	\$40,894 1.0000	\$43,859 1.0725	\$47,028 1.1500	\$47,846 1.1700	\$48,664 1.1900	\$49,482 1.2100
1	\$42,959 1.0505	\$45,699 1.1175	\$49,073 1.2000	\$49,972 1.2220	\$50,852 1.2435	\$51,710 1.2645
2	\$44,513 1.0885	\$47,539 1.1625	\$51,118 1.2500	\$52,099 1.2740	\$53,040 1.2970	\$53,939 1.3190
3	\$46,067 1.1265	\$49,380 1.2075	\$53,162 1.3000	\$54,225 1.3260	\$55,227 1.3505	\$56,168 1.3735
4	\$47,621 1.1645	\$51,220 1.2525	\$55,207 1.3500	\$56,352 1.3780	\$57,415 1.4040	\$58,397 1.4280
5	\$49,175 1.2025	\$53,060 1.2975	\$57,252 1.4000	\$58,478 1.4300	\$59,603 1.4575	\$60,625 1.4825
6	\$50,729 1.2405	\$54,900 1.3425	\$59,296 1.4500	\$60,605 1.4820	\$61,791 1.5110	\$62,854 1.5370
7	\$52,283 1.2785	\$56,740 1.3875	\$61,341 1.5000	\$62,731 1.5340	\$63,979 1.5645	\$65,083 1.5915
8	\$53,837 1.3165	\$58,581 1.4325	\$63,386 1.5500	\$64,858 1.5860	\$66,166 1.6180	\$67,312 1.6460
9	\$55,391 1.3545	\$60,421 1.4775	\$65,430 1.6000	\$66,984 1.6380	\$68,354 1.6715	\$69,540 1.7005
10	\$56,945 1.3925	\$62,261 1.5225	\$67,475 1.6500	\$69,111 1.6900	\$70,542 1.7250	\$71,769 1.7550
11	\$58,499 1.4305	\$64,101 1.5675	\$69,520 1.7000	\$71,237 1.7420	\$72,730 1.7785	\$73,998 1.8095
12	\$60,053 1.4685	\$65,942 1.6125	\$71,565 1.7500	\$73,364 1.7940	\$74,918 1.8320	\$76,226 1.8640
13	\$61,607 1.5065	\$67,782 1.6575	\$73,609 1.8000	\$75,490 1.8460	\$77,106 1.8855	\$78,455 1.9185
14	\$63,161 1.5445	\$69,622 1.7025	\$75,654 1.8500	\$77,617 1.8980	\$79,293 1.9390	\$80,684 1.9730
15	\$63,161 1.5445	\$71,462 1.7475	\$77,699 1.9000	\$79,743 1.9500	\$81,481 1.9925	\$82,913 2.0275
18	\$66,269 1.6205	\$73,302 1.7925	\$79,743 1.9500	\$81,870 2.0020	\$83,669 2.0460	\$85,141 2.0820
21	\$66,269 1.6205	\$75,143 1.8375	\$81,788 2.0000	\$83,996 2.0540	\$85,857 2.0995	\$87,370 2.1365
25	\$66,269 1.6205	\$76,983 1.8825	\$83,833 2.0500	\$86,123 2.1060	\$88,045 2.1530	\$89,599 2.1910

APPENDIX E

2017-18	TEACHER	SALARY	SCHEDULE			
BASE:	42,121					
STEP	BACHELOR	B+15	B+30/M	M+15	M+30	M+45
0	\$42,121 1.0000	\$45,175 1.0725	\$48,439 1.1500	\$49,282 1.1700	\$50,124 1.1900	\$50,966 1.2100
1	\$44,248 1.0505	\$47,070 1.1175	\$50,545 1.2000	\$51,472 1.2220	\$52,377 1.2435	\$53,262 1.2645
2	\$45,849 1.0885	\$48,966 1.1625	\$52,651 1.2500	\$53,662 1.2740	\$54,631 1.2970	\$55,558 1.3190
3	\$47,449 1.1265	\$50,861 1.2075	\$54,757 1.3000	\$55,852 1.3260	\$56,884 1.3505	\$57,853 1.3735
4	\$49,050 1.1645	\$52,757 1.2525	\$56,863 1.3500	\$58,043 1.3780	\$59,138 1.4040	\$60,149 1.4280
5	\$50,651 1.2025	\$54,652 1.2975	\$58,969 1.4000	\$60,233 1.4300	\$61,391 1.4575	\$62,444 1.4825
6	\$52,251 1.2405	\$56,547 1.3425	\$61,075 1.4500	\$62,423 1.4820	\$63,645 1.5110	\$64,740 1.5370
7	\$53,852 1.2785	\$58,443 1.3875	\$63,182 1.5000	\$64,614 1.5340	\$65,898 1.5645	\$67,036 1.5915
8	\$55,452 1.3165	\$60,338 1.4325	\$65,288 1.5500	\$66,804 1.5860	\$68,152 1.6180	\$69,331 1.6460
9	\$57,053 1.3545	\$62,234 1.4775	\$67,394 1.6000	\$68,994 1.6380	\$70,405 1.6715	\$71,627 1.7005
10	\$58,653 1.3925	\$64,129 1.5225	\$69,500 1.6500	\$71,184 1.6900	\$72,659 1.7250	\$73,922 1.7550
11	\$60,254 1.4305	\$66,025 1.5675	\$71,606 1.7000	\$73,375 1.7420	\$74,912 1.7785	\$76,218 1.8095
12	\$61,855 1.4685	\$67,920 1.6125	\$73,712 1.7500	\$75,565 1.7940	\$77,166 1.8320	\$78,514 1.8640
13	\$63,455 1.5065	\$69,816 1.6575	\$75,818 1.8000	\$77,755 1.8460	\$79,419 1.8855	\$80,809 1.9185
14	\$65,056 1.5445	\$71,711 1.7025	\$77,924 1.8500	\$79,946 1.8980	\$81,673 1.9390	\$83,105 1.9730
15	\$65,056 1.5445	\$73,606 1.7475	\$80,030 1.9000	\$82,136 1.9500	\$83,926 1.9925	\$85,400 2.0275
18	\$68,257 1.6205	\$75,502 1.7925	\$82,136 1.9500	\$84,326 2.0020	\$86,180 2.0460	\$87,696 2.0820
21	\$68,257 1.6205	\$77,397 1.8375	\$84,242 2.0000	\$86,517 2.0540	\$88,433 2.0995	\$89,992 2.1365
25	\$68,257 1.6205	\$79,293 1.8825	\$86,348 2.0500	\$88,707 2.1060	\$90,687 2.1530	\$92,287 2.1910

**DANBURY LOCAL SCHOOL DISTRICT
EXTRA-CURRICULAR SALARY SCHEDULE
BASED ON BASE SALARY**

ATHLETICS

A.	HEAD FOOTBALL HEAD BASKETBALL	14.1
B.	HEAD TRACK HEAD VOLLEYBALL HEAD BASEBALL HEAD SOFTBALL HEAD GOLF – BOYS HEAD GOLF - GIRLS HEAD CROSS COUNTRY HEAD WRESTLING	12.0
C.	ASSISTANT FOOTBALL ASSISTANT BASKETBALL ASSISTANT BASEBALL ASSISTANT SOFTBALL CHEERLEADER DIRECTOR ASSISTANT TRACK ASSISTANT VOLLEYBALL	10.0
D.	MIDDLE SCHOOL FOOTBALL MIDDLE SCHOOL BASKETBALL MIDDLE SCHOOL VOLLEYBALL MIDDLE SCHOOL TRACK MIDDLE SCHOOL CROSS COUNTRY B/G MIDDLE SCHOOL WRESTLING	6.5
E.	WEIGHTROOM COORDINATOR (per season)	6.0
F.	EXTRA CURRICULAR SUPERVISOR (per season)	4.0
G.	ELEMENTARY SPORTS	1.0

HIGH SCHOOL

H.	MUSIC DIRECTOR	14.1
	YEARBOOK	6.5
	JUNIOR CLASS ADVISOR	6.0
	PLAY ADVISOR	5.5
	STUDENT COUNCIL	5.5
	ACADEMIC CHALLENGE	5.5
	FOREIGN LANGUAGE CLUB	2.7
	SCIENCE CLUB	2.7
	KEY CLUB	2.7
	NATIONAL HONOR SOCIETY	2.7
	ART CLUB	2.7
	P.A.W.S.	2.7
	CLASS ADVISOR	2.0
	SENIOR CLASS VIDEO	1.0

MIDDLE SCHOOL

I.	ACADEMIC CHALLENGE	2.7
	STUDENT COUNCIL	3.7
	POWER OF THE PEN	2.7
	WASHINGTON D.C. TRIP (per teacher)	2.7
	MOHICAN TRIP (per teacher)	1.0

ELEMENTARY

J.	ELEMENTARY MUSIC	6.5
	QUIZ BOWL	1.0

DISTRICT

K.	SATURDAY SCHOOL MONITOR	\$25.00 PER HOUR
	CURRICULUM, TUTORING, COMMITTEE WORK, LEADERSHIP TEAM, IAT, SUMMER SCHOOL, PROFESSIONAL DEVELOPMENT	\$35.00 PER HOUR
	DANBURY FOR KIDS DIRECTOR	\$ 6,000
	RESIDENT EDUCATOR COORDINATOR	5.0
	RESIDENT EDUCATOR MENTOR	2.0

** EMPLOYEES MAY SPLIT A SUPPLEMENTAL CONTRACT