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AGREEMENT

BETWEEN

OTTOVILLE LOCAL BOARD OF EDUCATION

AND

OTTOVILLE LOCAL EDUCATION ASSOCIATION

FOR THE PERIOD

JULY 1, 2016 TO JUNE 30, 2019

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ARTICLE I - PROFESSIONAL NEGOTIATIONS

A. ASSOCIATION RECOGNITION

The Ottoville Local Board of Education (hereinafter referred to as the Board), recognizes the Ottoville OEA/NEA Local Education Association (hereinafter referred to as the Association) as the sole and exclusive representative for the purposes and exercise of those rights as provided the Association under ORC 4117 as the recognized representative of the bargaining unit as that unit is defined in section "B" herein.

B. BARGAINING UNIT

The bargaining unit will be defined as all certificated personnel employed by the Board whether on leave, on per diem basis, or otherwise employed, or any other persons performing or to perform any work normally performed by bargaining unit members or any similar work including by way of illustration only but not limitation, classroom teachers (K-12, adult, special ed, vocational), guidance counselors, librarians and/or media specialists, athletic directors, visiting teachers, and regularly employed tutors. Substitutes employed for sixty (60) or more days shall become members of the bargaining unit. The Superintendent of schools, assistant Superintendent, if any, principals, assistant principals, if any, or other administrative personnel, if any, and confidential employees, management level employees, supervisors as defined by ORC 4117, shall not be considered to be a part of the bargaining unit.

No teacher as defined in section 3319.09 of the Revised Code shall be designated as a supervisor, a management level employee, or administrator excluded from the bargaining unit unless he/she is employed under a contract governed by section 3319.01, 3319.011, or 3319.02 of the Revised Code, and is assigned to a position for which a certificate is required by divisions (E), (F), (G), (H), (J), (L), and (M) of section 3319.22 of the Revised Code, or is a supervisor certified under division (I) of section 3319.22 of the Revised Code.

Association representation will include any newly created position unless such employment position is among those excluded and noted above.

Wherever the term(s) "professional staff member", "certificated or certified personnel", "staff", "employee", or "teacher" appear in this agreement, they shall be taken to mean a member(s) of the bargaining unit covered by this agreement.

The Association President or his/her designee will submit a list of the names and addresses of the elected officers and committee chairpersons of the Association to the Local Superintendent by September 15 and thereafter any change during the school year as may result from Association elections and/or appointments.

ASSOCIATION RIGHTS

A. USE OF SCHOOL BUILDINGS

The Association will have the right to use school buildings for Association meetings before or after the regular school day or when school is not in session. Association use of school buildings shall not be unreasonably withheld. Association use of school buildings shall not interfere with scheduled school activities. The Association may use school building rooms for the purpose of committee or other similar small meetings provided such meetings will not interrupt or disrupt any other previous scheduled activities.

B. USE OF SCHOOL OFFICE EQUIPMENT

The Association building representative will have permission to use school office equipment, including typewriters, copy machines, duplicating equipment, calculating machines, and all types of audio visual equipment, when such equipment is not being used or reasonably anticipated for use in classroom instruction or office work. Teachers using such equipment must be competent in the operation of said equipment. No equipment shall be removed from the building in which it is located without the permission of the principal.

C. DISSEMINATION OF INFORMATION

1. School Mail System

   The Association may use the school mailbox system for the dissemination of Association information. The principal of each building will be provided a copy of Association material disseminated through the school mail system in that building.

2. Faculty Meetings

   Upon reasonable prior request, the Association will be afforded the opportunity to make brief announcements prior to the close of faculty meetings.

3. Bulletin Boards

   The Association shall be permitted to maintain its bulletin boards in each of the teacher lounges and to post notices on such bulletin boards.

4. Association Representatives

   Association Representatives may meet with Association members on

school premises prior to the beginning of classes, during duty-free lunch periods, after the end of classes, and at such other times as may be authorized by the building principal provided that such meetings shall be conducted at such times and places and in such a manner as to not disrupt school activities. Association Representatives who are not employed by the school district or who are not assigned to the building where such meeting is being held will consult with the building principal prior to the meeting.

D. PAYROLL DEDUCTION

Association Dues

The Board will deduct Association dues and assessments from the paychecks of those members of the bargaining unit requesting such deductions in writing. The Association will notify the Treasurer of the Amount of dues to be deducted annually, prior to September 15th. Dues will be deducted in equal amounts beginning with the last paycheck in September through and including the last paycheck in August. All monies so deducted will be remitted to the Treasurer of the Association within fifteen (15) days, accompanied by a list of the members of the bargaining unit from whom deductions were made and the amount so deducted.

Upon written request from any member of the bargaining unit, the Treasurer will discontinue deduction of Association dues for that member provided the request is received in sufficient time to permit current payroll adjustment. Within two (2) days of the receipt of such request, the Board Treasurer shall provide the Association Treasurer with the names of the individuals requesting curtailment of payroll deduction of Association dues and/or assessments.

E. BOARD OF EDUCATION MEETINGS

1. Notice of Special Meetings

   The President of the Association will be provided notice of special meetings of the Board of Education upon request at the same time they are made available to the Board members or the Press whichever is first. Such notices will be mailed to the Association President.

2. Agendas

   When agendas have been prepared in advance of a Board of Education meeting, a copy will be provided the Association by placing a copy in the Association President's school mailbox or emailed. When school is not in session, agendas will be mailed or emailed to the Association President at the same time such agendas are made available to the Board.

3. Association Participation

A representative of the Association may, upon request, address the Board during the staff participation portion of the agenda. Upon written request of the Association not less than seven (7) days prior to the meeting, the Association may be placed on the agenda for the purpose of addressing any relevant topic, which is not the subject of negotiations. All such presentations will be subject to Board policies and orders governing the conduct of Board meetings provided such policies shall not discriminate against the Association.

F. NEW STAFF

l. Names and addresses of newly employed professional staff members shall be provided to the Association following Board approval of their contract.

2. At the first day orientation meeting, the Association will be provided the opportunity to address the staff following the close of the comments or address by the Superintendent and/or other administration.

G. ASSOCIATION LEAVE

Those members of the bargaining unit who are elected as officers, appointed as committee members, or elected as delegates to meetings of the Ohio Education Association, National Education Association, or other State and National organizations affiliated with same, may, subject to the provisions herein, attend official meetings of these bodies which are required of them in their elected or appointed positions without loss of pay.

The Board will authorize six (6) days of cumulative leave for purposes of attendance at such Association meetings. Additional days may be used with the approval of the superintendent.

Except in cases where advance knowledge of the meeting was not available, persons desiring to use Association leave shall submit their request for the leave of absence not less than five (5) school days prior to the absence.

Such Association leave shall not be cumulative from year to year.

No expense for such meetings, other than substitute service shall be paid by the Board.

H. NO REPRISAL CLAUSE

There will be no reprisals or penalties of any kind taken against or levied upon any professional staff member by reason of his/her membership in the Association or participation in any of its legal activities.

I. FAIR SHARE FEE

Fair share fee shall be an exclusive right conferred upon the Association as the exclusive representative agent.

Unless otherwise specified herein, the Board agrees to automatic payroll deduction, as a condition of employment, of an amount equal to the total dues and assessments of the Association from the pay of all bargaining unit members who elect not to become members of the Association or from those who elect not to remain members of the Association.

Payroll deduction of such annual fair share fees for all regularly employed non-Association members shall commence with the first payday that occurs on or after January 15 annually and continue through all remaining pay periods over which Association membership dues and assessments are deducted.

In the case of bargaining unit employees either newly hired after the beginning of the school year, or newly entering the bargaining unit, the payroll deduction shall commence on the first pay date on or after the later of:

(i) Sixty days of employment in a bargaining unit position (which shall be the required probationary period) or

(ii) January 15th.

Substitutes employed for Sixty (60) or more but less than ninety (90) consecutive days and who do not choose to become members of the Association will be subject to fair share fees payroll deductions at the rate of one half (1/2) of the amount withheld from each full-time employment fee payer. After ninety (90) consecutive days of employment, such non-Association member substitutes will be subject to the full fair share fee payroll deductions beginning with the first paycheck following the ninetieth (90) consecutive day of employment.

Non-Association member substitutes employed at the beginning of the school year under either verbal or written contract for a period of ninety (90) or more consecutive days at full salary, will be subject to the full fair share fee payroll deductions beginning simultaneously with those of all other full-time fair share fee payers. Substitutes employed at any other time of the year at full salary rates will be subject to the full fair share fee payroll deductions retroactive to the first day of employment and beginning sixty (60) days following such employment if employed after January 15 of the school year.

Upon notification from the Association that a bargaining unit member has terminated Association membership, the Treasurer of the Board shall commence

the check-off of the annual fair share fee with respect to such former member. The amount of the fee to be deducted by such check-off shall be the total of the annual dues and assessments of the Association less the amount previously paid through employee authorized payroll deduction. The deduction of the amount to be deducted shall commence on the first payday occurring on or after sixty (60) days from the termination of membership.

Association dues and assessment rates and annual fair share fee rates shall be transmitted by the Association to the Board Treasurer for the purpose of determining amounts to be payroll-deducted. The Board will promptly transmit all amounts so deducted to the Association.

The Board will accompany each such transmittal with a list of the names of bargaining unit members for whom all such deductions were made, the period covered, and the amounts deducted for each.

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

No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

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.

NEGOTIATION PROCEDURES

A. SCOPE OF NEGOTIATIONS

The Board of Education and the Association shall enter into negotiations on matters concerning compensation, hours, terms, and conditions of employment and the continuation, modification, or deletion of an existing provision of this Agreement, such other mandatory subjects of bargaining as set forth in ORC 4117 and such other matters as may be agreed to between the Board and the Association.

B. OBLIGATION TO NEGOTIATE IN GOOD FAITH

Both parties agree to conduct negotiations in "Good Faith" through their designated

representative. "Good Faith", for purposes of this Agreement, means a mutual willingness to bargain to agreement, consider concessions, and an obligation to respond to proposals advanced by the other party with a reason or reasons for the position taken. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons and/or offer a counterproposal. "Good Faith" does not require the making of a counterproposal.

C. ACCESS TO INFORMATION

1. Public Records

Upon request by the Association and in compliance with the Ohio Revised Code, Section 149.43, the Board will provide, within a reasonable time and without cost, one copy of each item of public information, document, or report requested.

Upon request of the Board, the Association will provide the Board, within a reasonable time and without cost, with one copy of each item of information required to be maintained by the Association pursuant to ORC 4117 except that the Association shall not be required to provide a list of its membership or any confidential or personal information.

2. Negotiations Information

Unless otherwise agreed, the Board and Association will, not later than ten (10) days prior to the discussion of any proposal involving an increase in the compensation of members of the bargaining unit, an increase in the cost of a fringe benefit, or the extension of an additional fringe benefit, or as soon as available, exchange such information as may be available with respect to the cost of the proposed increase or additional benefit and the cost of any similar benefit currently provided.

Upon request, the Board and Superintendent agree to furnish, without cost, such other public information as will assist the Association in developing and preparing intelligent, accurate, and constructive proposals representing the interests and concerns of members of the bargaining unit.

D. REQUESTS FOR OPENING OF NEGOTIATIONS

Requests from the Association will be submitted to the Superintendent. Requests from the Board will be submitted to the President of the Association. A representative from the Association will meet with the Superintendent for the purpose of establishing a mutually satisfactory time, date, and place for the first bargaining session.

E. NEGOTIATING PERIOD

Negotiations will continue for a period of not more than sixty (60) school days exclusive of mediation or other impasse procedures, unless the parties mutually agree to extend the period for such negotiations.

F. COMPOSITION OF NEGOTIATING TEAMS

The Association shall select those individuals who shall comprise the Association's negotiating team, the total not to exceed five (5).

The Board shall select those individuals who shall comprise the Board's negotiating team, the total not to exceed five (5).

G. INITIAL NEGOTIATING SESSION/SUBSEQUENT NEGOTIATING SESSION

The following provisions will generally govern the conduct of such meetings unless otherwise agreed by the parties:

1. Meeting, Time, Place and Date

   The first item to be discussed at each negotiations session shall be the establishment of a mutually agreeable time, date, and place of the next session between said teams.

2. Executive Session

   All negotiations shall be conducted in executive sessions exclusively between said representatives unless the parties mutually agree to waive this provision.

3. Caucus

   Upon request of either party, the negotiating session shall be recessed to permit the requesting party to caucus.

4. Agreement

   All items negotiated to tentative agreement will be reduced to writing, dated, and initialed by the chairperson of each negotiating team.

H. RATIFICATION OF AGREEMENT

When, for purposes of ratification, tentative agreement has been reached on matters being negotiated, this Agreement shall be reduced to writing and submitted to the Association for its consideration. If ratified, such written agreement shall be submitted to the Board of Education for its consideration. The Board of Education's

action shall be taken not more than fifteen (15) days after notification of ratification by the Association.

I. FINAL AGREEMENT

Following ratification by both the Association and the Board, four (4) copies of the agreement shall be executed by the parties. Each of the parties shall retain a copy of the Agreement. One copy shall be submitted to the State Employment Relations Board (hereinafter referred to as SERB) pursuant to its rules and one copy shall be retained by the agent of record.

J. FAILURE OF RATIFICATION

In the event that either the Board or the Association shall fail or refuse to ratify the tentative agreement then either party may reopen all or part of the tentative agreement or declare impasse with respect to any or all issues in the tentative agreement.

K. IMPASSE

The impasse resolution procedures herein shall supersede the dispute settlement procedures set forth under ORC 4117.14.

Responsibilities - the parties pledge themselves to negotiate in good faith, and in the event of failure to reach an agreement, to utilize in good faith such mediatory facilities as are herein provided.

Assistance of a Mediator - If agreement is not reached on matters being negotiated at the end of the 60-day negotiating period or not later than 40 days prior to the expiration of this Agreement or at any other period of time established by mutual agreement between the parties, either party may declare impasse and request that an impartial mediator be appointed. The mediator may be selected by agreement between the parties. If agreement on the mediator is not reached within five (5) days after the call of mediation, the Federal Mediation and Conciliation Service shall be requested to appoint a mediator, and the selection shall be in accordance with the rules of the Federal Mediation and Conciliation Service.

In the event that the Federal Mediation and Conciliation Service makes a policy not to provide assistance to public school districts or is otherwise unable to provide services to the parties, either party or the parties jointly shall petition, in writing, the American Arbitration Association to provide a list of seven (7) names. If there are no names acceptable on this list to one of the two parties, that party may request a second list. The parties shall alternately strike a name until one remains, and that person shall serve as the mediator.

The mediator shall have the authority to schedule and conduct meetings for the

purpose of hearing testimony and gathering facts relevant to the impasse.

Both parties hereby agree to give, upon request, such information, as the mediator deems necessary.

Except by mutual consent, the selection and mediation process shall not extend for more than thirty calendar days from the date of declaration of impasse. The parties shall be permitted to postpone or extend the mediation process by not more than fifteen (15) days and shall not extend beyond the expiration of this Agreement except by written agreement of the parties prior to such expiration. All such extensions shall be for a specified period of time.

The cost in securing and utilizing the services of a mediator shall be shared equally by the Board and the Association.

ARTICLE II - GRIEVANCE PROCEDURE

Definition of a Grievance

A "Grievance" is defined as a claim by a teacher, group of teachers, or Association (hereinafter called the grievant) that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.

A. DEFINITIONS

The term "grievant" or "aggrieved" shall include all members of the bargaining unit, any group of members acting as a class, the bargaining agent itself acting on behalf of itself or for any member or group of members.

"Days" as used in this procedure shall be considered when school is in session.

"Representation or representative" as provided for in this section shall be any member of the Association or its affiliates, or any consultant or counsel of the Association or its affiliates. If any aggrieved party is not represented by the Association, the Association shall have the right to be present and to state its views or otherwise offer testimony at all stages of the grievance procedure.

B. RIGHTS OF THE GRIEVANT

A grievant may appear on his own behalf or may be represented at any and all steps of the Grievance Procedure by any representative of the bargaining agent. [as defined above.]

A grievant shall have the right to present a claim in accordance with the procedure described herein, free from interference, coercion, restraint, discrimination, or

reprisal, subject to the right of the bargaining agent to be present at all stages of the grievance and offer testimony or otherwise state its position and provided that the settlement is not inconsistent with the terms of the agreement. In addition, the Association shall be notified in writing as to the disposition of the grievance and the terms of the settlement.

Nothing contained herein shall limit or otherwise exclude any grievant from seeking redress from any governmental agency, regulatory body, or any court of law with jurisdiction to this school district.

No grievance may be submitted to arbitration without the consent of the bargaining agent.

_____

[1. Grievances related to Board policies and/or administrative procedures may be processed only to the Board of Education (Step III)].

Once the grievant has elected to be represented by the Association, all communications from the Board or Administration shall be directed only to the Association representative and to the grievant(s).

Unless the parties mutually agree otherwise, the president of the Association or his/her designee, the grievant and his/her representative shall receive reasonable prior notice in advance of each meeting/hearing held with a grievant after the grievance has been formally filed.

The Association may advance to arbitration any grievance(s) filed and later dropped by a grievant [if the Association is also a named grievant].

The fact that a grievant files a grievance shall not be recorded in the grievant's personal file or in any file used in the transfer, assignment, or promotion process; nor shall such fact be used in any recommendation for re-employment or recommendation for other employment unless otherwise requested by the staff member involved; nor shall the grievant be placed in jeopardy or be the subject for reprisal or discrimination of any kind for having followed or utilized this Grievance Procedure.

If a grievance appears to arise from the actions of an authority higher than the immediate supervisor and/or affects a group of members of the Association, it may be submitted at Step II described herein and the processing of such grievance shall commence at Step II.

The Board and the Administration will cooperate with the Association in its investigation of any grievance and further will furnish the Association such information as is requested for the processing of any grievance. Grievances may be presented and handled during regular working hours. However, the processing of a grievance shall generally be scheduled around or outside of the normal school

hours where bargaining unit members have supervisory responsibility for pupils. Other times for hearings and meetings shall be set by mutual agreement of the parties.

However, should the investigation and/or processing of any grievance require the release from regular duties/assignments of a bargaining unit member(s) and/or Association representative(s) he/she shall be released without loss of pay or benefits.

Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled or required to be present to attend. Each hearing held under this procedure shall be structured so that due process is accorded to both sides. Each hearing shall have provision for: initial presentation of the grievant's case, presentation of the administration's response/case, cross examination and/or questioning of witnesses or representatives, and final summaries, with either party having the right at its option to waive any or all of the foregoing.

Nothing in this contract shall bind the Association from exercising discretion in resolving to pursue or not to pursue a grievance at any level.

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

Time limits specified herein are considered maximum; however, they may be extended by written agreement of the parties.

Informal Step - If a grievant believes there is a basis for a grievance; the grievant may first discuss the matter with an immediate supervisor in an effort to resolve the problem informally. However, this informal procedure does not preclude the filing of any grievance at any appropriate formal Step.

Step I

If the grievance is not resolved within twenty (20) days of such informal meeting, or if the aggrieved has elected not to use the informal procedure, the aggrieved may present a formal claim to their immediate supervisor by submitting a completed Grievance Report Form. Within five (5) days of receipt of the grievance, the immediate supervisor shall meet with the aggrieved and the aggrieved's representative(s), if elected by the aggrieved, in an effort to resolve the matter. The immediate supervisor shall indicate his/her disposition of the grievance within five (5) days after such meeting by completing the report form and returning it to the aggrieved and the bargaining agent. If such disposition is not timely filed, the grievance will be advanced to the next step as if timely advanced.

Step II

If the aggrieved is not satisfied with the disposition of the grievance in Step I, the grievant and/or the bargaining agent shall complete grievance Report Form, Step II, and submit the grievance to the Superintendent. Within five (5) days of receipt, the Superintendent and/or designated representative shall meet with the grievant and/or his representative to resolve the matter. Within three (3) days of this meeting, the Superintendent shall indicate in writing his/her disposition of the grievance by completing his portion of Step II and forwarding it to the aggrieved and the bargaining agent. If such disposition is not timely filed, the grievance will be advanced to the next step as if timely advanced.

Step III

If the aggrieved is not satisfied with the disposition of the grievance in Step II, the grievant and/or the bargaining agent shall complete Grievance Report Form II and submit the grievance to the Superintendent and/or the designated representative of the Board of Education. If the grievance involves the alleged violation, misinterpretation, or misapplication of established Board policy, school regulations or administrative regulations affecting personnel and the action taken by the Superintendent does not resolve the grievance to the satisfaction of the grievant and/or the Association, such grievant or the Association may appeal the Superintendent's decision to the Board of Education by filing a written request for such appeal with the Treasurer of the Board within ten (10) days after receipt of the disposition of the Superintendent. The Board of Education shall meet with the grievant and/or his representative at their next regular Board meeting to resolve the matter. Within five (5) days of this meeting, the Board shall indicate in writing its disposition of the grievance by completing the Board's portion of the Grievance Report Form III, and forwarding it to the aggrieved and the bargaining agent. [No appeal submitted under Step III may be advanced to arbitration (Step IV)]

Step IV

If the grievance involves the alleged violation, misinterpretation or misapplication of the written agreement entered into between the Board and the Association, Step three shall not apply, but instead, the following arbitration procedure shall be followed:

All grievances submitted to the arbitration procedures herein shall be limited to alleged violations, misinterpretations or misapplications of the provisions of this agreement.

If the bargaining agent is not satisfied with the disposition of the grievance by the Board, the grievant, through the Association, or the Association may submit the grievance to an impartial arbitrator by filing a notice of intent to advance to arbitration with the Treasurer of the Board and the Superintendent within ten (10)

days of the receipt of the written response disposition from STEP II. Within three (3) school days after the submission of the request, the Association representative and the Superintendent shall meet to select the arbitrator. If no arbitrator is selected within seven (7) days, the demand for arbitration and the request for an arbitrator shall be submitted to the American Arbitration Association in accordance with its rules, which rules (1) the American Arbitration Association rules for voluntary labor arbitration or (2) the American Arbitration Association rules for expedited labor arbitration) shall likewise govern the arbitration proceeding. Both parties may be represented at the arbitration hearing.

The jurisdiction and authority of the arbitrator and his opinion and award shall be limited to the interpretation of the written provisions of this Agreement. The arbitrator shall have no power to alter, add to, or subtract from or in any way modify the terms and conditions of this Agreement. Claims of violation of law shall be submitted to a court of competent jurisdiction.

In any arbitration proceeding where a question concerning the arbitrator's jurisdiction over the grievance is raised, the arbitrator shall make a separate decision on the question of his jurisdiction. In his decision the arbitrator shall first rule upon the jurisdictional issues and, if he/she determines that he/she has no jurisdiction, he/she shall make no decision or recommendation concerning the merits of the grievance. Nothing contained herein shall prohibit the arbitrator from taking all evidence of the jurisdictional issues and the merits of the grievance in a single hearing.

The arbitrator will render the decision in writing within thirty (30) days, or such additional time as the parties may in writing agree, after any grievance has been submitted to him/her. The decision, when so rendered as required by law, will be binding upon the parties and may be enforced in any court of competent jurisdiction. In cases where the arbitrability of an issue is questioned, the matter of arbitrability shall be ruled upon by the arbitrator in an expedited fashion prior to a ruling on the merits of the issue.

The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses as well as the related cost of the American Arbitration Association services, shall be borne equally by the Board of Education and the Association.

GRIEVANCE PROCEDURE FORM

LEVEL _____

Aggrieved Person, Persons, and/or Association _____

_____

Address_____Phone_____

School_____Principal_____

Person or Persons to Whom Grievance is Directed_____

_____Initiated on Level _____

STATE OF GRIEVANCE: (Give the specific language on specific source of the Master Contract, Board of Education Policies, administrative rules and regulations, past practice or fair treatment that have been misinterpreted, violated, misapplied, or infringed upon.)

_____

_____

_____

_____

_____

_____

_____

_____

_____

ACTION REQUESTED:

Have you discussed this with your immediate supervisor? _____Yes _____No

GRIEVANCE DECISIONS

LEVEL ONE (Formal) Decisions & Reasons Therefore_____

_____

_____

Date_____ Signature_____
Administrative Representative

Signature_____
Aggrieved and/or Association Representative*

LEVEL TWO (Formal) Decisions & Reasons Therefore _____

_____

_____

_____

Date_____ Signature_____
Administrative Representative

Signature_____
Aggrieved and/or Association Representative*

LEVEL THREE (Formal) Decision and Reasons Therefore_____

_____

_____

_____

Date_____ Signature_____
Administrative Representative

Signature_____
Aggrieved and/or Association Representative*

WHERE DECISION REQUIRES ADDITIONAL SPACE, ATTACH PAGES AS NECESSARY.
*Signature of the aggrieved and/or Association Representative indicates only receipt and not necessarily agreement with the decision.

ARTICLE III - EMPLOYMENT PRACTICES

A. SENIORITY

SENIORITY DEFINED

Seniority shall mean the length of continuous employment in a bargaining unit position as follows:

Seniority shall begin to accrue from the first day worked in a bargaining unit position.

Seniority shall accrue for all time an employee is on active pay status or is receiving worker's compensation benefits.

Time spent on inactive pay status (unpaid leave or layoff) shall not contribute to the accrual of seniority but shall not constitute a break in seniority.

Full-time employees shall accrue one (1) year of seniority for each year worked as determined by the minimal full-time standard as defined by this contract.

Part-time employees shall accrue seniority pro-rated against the minimal full-time standard as defined by this Contract.

No employee shall accrue more than one (1) year of seniority in any work year.

EQUAL SENIORITY

A tie in seniority shall occur when two (2) or more employees have the same amount of seniority credit as determined by the application of the seniority provisions above.

Ties in seniority shall be broken by the following method to determine the most senior employee:

The employee who has the greatest number of accumulated days of substitute or part-time service in the district not previously counted as continuous employment, and then;

The employee with the earliest date of hire as determined by the date of the Board meeting at which the staff member was hired, and then if a tie still remains;

By lottery, with the most senior employee being the one whose name is drawn first, etc. This procedure shall be implemented in the presence of a designated association representative.

SUPERSENIORITY

For layoff purposes only, employees employed under continuing contract shall have greater seniority than employees employed under limited contract.

LOSS OF SENIORITY

Seniority shall be lost when an employee retires or resigns; is employed in a full-time non-bargaining unit position; is discharged for cause; or otherwise leaves the employment of the Employer.

SENIORITY LIST

The Seniority list shall be provided to the Association president upon request. The seniority list shall indicate, area of certification, license, or local entry-level requirement, the first day worked, the date of Employer resolution to hire, and the contract status (limited or continuing) of each employee.

The names of employees who are certified, licensed, or otherwise minimally qualified in more than one (1) area shall be included on the listing for all areas of certification, license, or local entry-level requirement.

The names of part-time employees shall appear on the seniority list.

B. EVALUATION

The Board of Education, in agreement with the teachers employed by the board, adopts the standards based evaluation procedure in conformance with the framework for evaluation of teachers developed and maintained by the state board of education. The OLEA and Administration will follow procedures for evaluation as outlined in the local NEOLA policies as allowed by Chapter 3319 of the Ohio Revised Code.

Fair Consideration of Work Effort

All monitoring observation of the work performance of a staff member shall be conducted openly and under circumstances such that the staff member should be expected to know that an observation is taking place. The use of eavesdropping, public address, or audio/video systems and similar surveillance devices for monitoring or observing the work performance of a staff member will be permitted only with the written consent of the affected staff member. Observation shall be by personal observation of the evaluator.

The evaluation criteria shall be limited to the actual performance of the job duties as agreed to by the Employer and the Association. Work outside of the bargaining unit member's normally assigned duties shall not be evaluated. Evaluations shall be by personal observation conducted by the bargaining unit member's immediate evaluating supervisor.
While staff members may be observed on the day before or after a holiday recess, on the day after extended absence of five (5) days or more, or on Staff Development released-time days, an attempt will be made to avoid formal observations on these days.

Parental or citizen complaints considered serious enough to be considered in the evaluation of a bargaining unit member shall be brought to the attention of the staff member against whom they are lodged as soon as is reasonable. Any affected staff member will be given the opportunity to respond and/or rebut the substance of any such complaint.

Due Process

A. A teacher shall be entitled to Local Union representation at any conference held during this procedure in which the teacher will be advised of an impending adverse personnel action.

B. Failure by the District to adhere to any timeline or condition established in this agreement shall render the evaluation, including the summative rating, void and shall automatically require re-employment of the teacher under a continuing contract, if eligible, or an appropriate limited contract if the teacher is not eligible for a continuing contract

ACADEMIC FREEDOM

The basic concepts of democracy and its freedoms shall guide the district's classroom instruction, employment procedure and relationships. The rights of a democracy also have equal relationship to the roles of all individuals in the school.

For classroom instruction the teachers shall follow the adopted course of study. The teacher has the full authority to use the district's texts, library materials, visual aids, as well as those materials ordered for classes through the USSF which the pupil is to purchase.

The teacher as the professional shall have right and authority to use those instructional methods and procedures he/she deems most effective with a given group of students. The professional staff member is responsible to exercise judgment in the discussion of issues which are relevant to the course, except in those cases where the materials or issues are of a controversial nature.

Before materials or issues controversial in nature to the district are made a part of classroom instruction, the teacher has a responsibility to consult with the principal as to the use of implementation of such material or issues. If a teacher disagrees with the principal's decision, the grievance procedure shall be the means used to resolve the disagreement.

In the event that any citizen has a complaint or question concerning materials or subject content or any procedure used in conjunction with a class, or extra curricular/supplemental activity, the following policy shall be used to handle such concerns.

1. If a citizen calls the Superintendent, or the building principal with a concern about material or subject content in a class, the citizen after giving the name, address and phone number shall be informed of the following information and procedure:

    a. The professional staff member conducting the class and/or extra curricular/supplemental activity.

    b. Times during the day when the professional staff member could be reached to answer any questions.

2. The professional staff member shall be informed of any initial inquiries and/or complaints.

3. If the citizen contacts the professional staff member, the professional staff member shall attempt to answer any questions the citizen may have.

4. If the complaint or concern is not resolved between the parent or citizen and the staff member, it shall be referred to the building principal or in the case of an athletic activity; such complaint/concern shall be referred to the athletic director before being forwarded to the principal.

5. If the complaint is not resolved by the building principal to the satisfaction of the complainant, it may be referred to the Superintendent.

6. If the parent is still not satisfied by the response rendered by the Superintendent, he/they may present the complaint to the Board of Education for their consideration.

C. PROFESSIONAL PERSONNEL RECORDS

A personnel file of all professional staff members shall be maintained in the office of the Board. This shall be considered the only official file of recorded information of

professional staff members maintained by the Board and Administration.

Individual professional staff members shall have access to their personnel file upon request. Requests of professional staff members to have access to their personnel files shall be handled by the Superintendent or his designated representative.

Members of the Administration authorized to use personnel files of professional staff members shall be limited to the Superintendent and building principal(s) and county office personnel who are directly related to supervision of that professional staff member.

All materials placed in the personnel file of the professional staff member shall include the following:

1. The date the item was placed in the file.

2. Initials and dates of the professional staff member in whose file the entry is being made and the initials of the administrator placing information in the file.

These personnel records shall include:

*1. Application for employment.

*2. Copy of the latest contract, properly signed.

*3. Copy of latest salary notice.

4. Health history card, if any.

5. Ohio teaching certificate.

6. Transcript of college credits showing the official record of the degree granted, original or certified copy.

7. Record of military service, if any.

8. Other documentation, which has been property, placed in the file.

*On file in county office

Letters of reprimand or any material derogatory to a teacher's conduct, service, character, or person shall be removed from their personnel file at the end of five (5) years providing the teacher has taken appropriate action to correct the situation leading to the undesirable report.

A professional staff member shall be notified of the intent of the administration to

place in his/her personnel file any material which may be considered critical or complimentary of the conduct, performance, character or personality of the professional staff member and shall be provided the opportunity to read any such material at the time it is placed in such personnel file. In addition such staff members will have the opportunity to appeal the placement of any such material placed in the personnel file. The professional staff member shall acknowledge that he/she has read the material by affixing his/her signature to the copy to be filed. If the professional staff member refuses to sign, such refusal shall be noted on the material and it may be filed. Signature of a professional staff member shall not indicate agreement with the content of the material, but indicates only that the material has been inspected by the professional staff member. The professional staff member shall also have the opportunity to reply to such critical material in a written statement to be entered in the personnel file. Such reply must be presented to the building principal, who shall affix his/her signature thereto, acknowledging that the building principal has read the reply. Such signature shall not indicate agreement by the principal with the content of the reply.

Professional staff members shall be informed of any complaint by a parent and/or student, which is directed toward them if such, will become a matter or record. The provisions above shall be applicable to such complaints.

Anonymous letters or materials shall not be placed in a professional staff member's file, nor shall they be made a matter of record.

A professional staff member shall be entitled to a copy, at the professional staff member's expense, of any material in his/her personnel file.

A professional staff member may periodically review his/her personnel file including personnel files maintained by building principals, and shall be entitled to a copy of any material in that file. A third party selected by the professional staff member at the option of the professional staff member may be present during such review. A representative of the administration, at the option of the administration, may also be present during such review.

Any materials entered into a professional staff member's file may be grieved as to the accuracy, relevance, timeliness, or completeness of such material. If it is found to lack in any of the aforementioned, it shall be removed from the professional staff member's file.

Information in the personnel file may be removed upon mutual agreement of the professional staff member and the administrator making the entry or the Superintendent.

The professional staff member may submit letters of merit, which may be placed in his/her personnel file.

The provisions of this section of the contract shall not be construed to limit the rights accorded to a staff member pursuant to ORC 1347.

D. REDUCTION IN FORCE

Definition of Reduction in Force

A reduction in force (RIF) shall have occurred when the Employer reduces, eliminates, or fails to fill a bargaining unit position.

Attrition

To the extent possible, the number of employees affected by a reduction in force and/or the extent of such effect(s) will be kept to a minimum by not employing replacements for employees who retire, resign, go on leave of absence or whose limited contracts are not renewed for reasons other than reduction in force.

Reasons for Reductions

To the extent that reductions are not achieved through attrition or the non-renewal of limited contracts for reasons other than reduction in force, and when by reason of decreased enrollment of pupils return to duty of regular staff after leaves of absence, by reason of suspension of schools territorial, changes affecting the district or loss of essential financial resources, the Board of Education decides that it will be necessary to reduce the number of staff, it may make a reasonable reduction in accordance with the provisions below.

Suspension of staff contracts pursuant to the provisions below for purposes of staff reduction due to loss of essential financial resources shall occur only in the period between the end of one school year and the start of the succeeding school year.

Suspension - Renewal Suspension
If staff reduction is deemed necessary for any of the above reasons and all other provisions of this section have been fulfilled, then the reduction shall be made as follows:

Reductions shall be made by suspension of existing limited contracts and/or renewal suspensions of expiring limited contracts and/or, if necessary, suspension of continuing contracts.

Such reduction in any bargaining unit field or assignment will be made by selecting a person in the affected area of certification who is currently assigned to a position in that area of certification. If two or more members have comparable evaluations* then the criteria for breaking a tie under the Equal Seniority language on pages 17 & 18 will be used. (*Comparable evaluations shall be defined as having the identical final teacher rating; accomplished, proficient, developing, or ineffective.)

Notification of Anticipated Reduction in Force

When staff reduction is necessary, the Superintendent shall give written notice of the intent to recommend the suspension of contracts to all staff so affected and also give the complete list of affected individuals to the Association President and Vice President at the earliest practical time, but not later than fifteen (15) days prior to Board action to reduce staff. The notification shall include the reason(s) for the RIF; the position(s) to be reduced, eliminated, or not filled; the name(s) of the employees to be affected, the date of intended Employer action to implement the RIF and the effective date of the RIF.

The Employer shall develop and provide the Association with a RIF list of potentially affected employees, which shall be based on evaluation, seniority and contract status within areas of certification requirements as set forth above.

Within ten (10) days of receipt of the notification, representatives of the Employer and the Association shall meet to review the proposed RIF. If the Association believes that the reason(s) for or implementation of the proposed RIF are contrary to the terms of this Agreement, the Association may demand the matter be submitted to expedited arbitration, in accordance with the Rules for Expedited Arbitration of the American Arbitration Association.

Limitations

Any of the above sections shall not diminish or void any right or privileges provided staff members in any state or federal law except to the extent specifically delineated herein.

The Board shall not contract out any work previously performed by staff member(s) in the bargaining unit unless where mutually agreed upon by the parties after due notice and consultation with the Association. If it becomes possible for nearby local school districts to share programs, the Board shall only be obligated to discuss potential job losses pursuant to the negotiations procedure.

Staff members whose contracts are suspended (or renewed-suspended) under the terms of this section are to be considered as being on layoff[1] and awaiting recall and not as being terminated with the system.

While a reduction continues, no substitute staff member(s) or any other person new to the system will be hired for any period in excess of five (5) continuous school days, except where:

[1] The terms reduced and laid off shall be used interchangeable herein.

a. There are no staff member(s) on layoff qualified to fill a vacant position.

b. All qualified staff member(s) on layoff decline the offer to fill the vacancy.

No current, non-bargaining unit employee shall be assigned to fill a bargaining unit position while an eligible employee remains on layoff status.

Qualifications for a bargaining unit position shall not be upgraded or otherwise restructured so as to prevent the recall of a laid-off employee. No transfer, reassignment or reclassification shall be made during a period of RIF that prevents the recall of an employee on layoff status.

Employee Rights While on Reduction

Staff on the recall list will have the following rights:

Staff member(s) on layoff are to be recalled in the order of the seniority and tenure status when vacancies become available for which they are or have become qualified.

1. First recall shall be of qualified (properly certified) staff in the order of their summative evaluation followed by seniority.

2. The recall list for those staff limited contracts shall be maintained for a period of one year (1) or until the limited contract expires whichever is greater. Thereafter, a limited contract employee on layoff shall lose his/her right to recall.

4. Staff members on layoff may, for the duration of their recall eligibility or for that period required by law, whichever is greater, elect to continue participation in any or all of the group insurance plans available to regular employees by remitting the premiums to the Treasurer of the Board of Education. Such employees will be informed of the premium due date.

Each individual who is eligible to elect continuation of fringe benefits under COBRA with the provisions of this Agreement must make such application within the time prescribed by law and the applicable regulations.

5. Each affected staff member shall have the right to unemployment compensation benefits when that employee has not been offered an equivalent bargaining unit position during layoff.

Notification of Recall

It shall be the responsibility of each staff member to notify the Board of any change

of address or change in certification.

The Board shall give written notice of an offer of re-employment by sending a registered or certified letter to the Association and to all qualified said staff members at their last known address. Any eligible staff member that fails to accept the offer of re-employment in writing within fifteen (15) days, excluding Saturdays, Sundays, and holidays, from the date said offer is delivered at the last known address of the staff member, shall be considered to have rejected said offer, and shall be removed from the recall list. The most senior of those responding will be given the vacant position.

Status Upon Recall

A staff member on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority as he/she enjoyed at the time of layoff. Such staff member shall be credited with additional sick leave, if any, and be placed on the salary schedule in accordance with their respective training and experience at the time of recall.

Transfers Due to Reduction in Force

1. When personnel must be transferred as a result of reduction in force at the particular grade level or class, the Superintendent shall notify all staff of the necessary reductions by position, grade level and building.

2. The Superintendent will encourage the necessary transfers on a voluntary basis. If this cannot be accomplished, the staff of the department(s) or grade level(s) affected by the reduction shall be transferred on the basis of certification.

3. Except in unusual and/or emergency circumstances, the staff member(s) to be transferred involuntarily shall be informed prior to the end of the school year, or at the same time as other staff are informed of their tentative assignments for the ensuing school year, whichever comes first.

4. The staff member(s) to be transferred may schedule a conference concerning the transfer with the Superintendent at any time.

5. Any staff member subject to involuntary transfer due to a reduction in force, who does not wish to be transferred, will have the option of being placed on the recall list or being transferred.

E. NOTICE OF RE-EMPLOYMENT FOR SUPPLEMENTAL CONTRACTS

Supplemental contracts for all staff members will be considered as expired at the completion of their respective seasons, or after the completion of duty for the year for which supplemental contract was issued. The Board will not be required to give written notice of non-renewal/expiration of any supplemental contract to affected staff after duties have been performed/or the season set forth in the supplemental contract has been completed.

Except in the case of spring sports or incomplete extracurricular programs, the Board will make known to bargaining unit staff its intention to rehire staff for such supplemental positions within five (5) days following the regular April Board meeting. With regard to spring sports or other extracurricular incomplete or on-going at the time of the **June** Board meeting, the Board will make known its intention to rehire such staff not later than five (5) days following the regular June Board meeting.

F. RETIREMENT INCENTIVE PROVIDING UP TO ONE ADDITIONAL YEAR OF EMPLOYMENT

1. A bargaining unit member eligible to retire pursuant to this Article shall be a bargaining unit member who is first eligible for retirement under STRS and who has been employed in the school district for at least five (5) years.

2. To be eligible, the bargaining unit member must apply for this incentive in the first year of eligibility.

    a. Bargaining unit members who meet or the qualifications set forth in paragraph 1 prior to the end of the school year must submit their application for this incentive by March 1.

3. The Board will act to accept the bargaining unit member's application and resignation due to retirement. The employee's retirement cannot be effective prior to the end of the student year.

4. For each qualified bargaining unit member, who is eligible for the incentive, and subject to the conditions set forth in paragraph 7 below, said bargaining unit member shall be entitled to employment for two (2) additional semesters beyond the bargaining unit member's retirement date.

5. A bargaining unit member in the incentive program shall maintain all rights contained in the Master Contract, except for the exclusions contained in subsection 7, and shall receive compensation at the appropriate rate and step of the negotiated salary schedule, as well as receiving any negotiated benefits package (to include insurance) for which the bargaining unit member is eligible.

6. The rehiring of a retiree to the same position the retiree held the previous school year shall be contingent on the completion of the requirements set forth in O.R.C. 3307.353.

7. The employment of the bargaining unit member in good standing shall end on June 30 without any further action by the Board. The parties intend the provisions of this Article to supersede the requirements of O.R.C. 3319.16, and 3319.111. However, the Board must follow the requirements of O.R.C. 3319.16 to terminate an employee's contract prior to the end of the year following retirement established by this Article.

ARTICLE IV - LEAVES

A. SICK LEAVE

1. Each full-time staff members shall be entitled to fifteen (15) days' sick leave with pay for each year under contract and shall accrue sick leave at the rate of one and one-fourth (1 ¼) days for each calendar month under contract. The maximum accrued sick leave that may be carried from one school year to the next is 210 days. Sick leave earned and accumulated beyond 210 days during the course of a year will not be truncated until the last day of August of each year.

2. Each newly hired certified staff member of the Board who has no accumulated sick leave, or any certified staff member who has exhausted their sick leave, will be advanced an accumulation of sick leave up to a maximum of five days. Each staff member under regular, full-time contract but absent because of illness, will continue to accumulate sick leave at the rate of one and one-fourth (1 1/4) days per month.

3. Those employees who render regular part-time, intermittent, per diem, or hourly service, will be entitled to sick leave in proportion to the time actually worked.

4. Any person who has accumulated unused sick leave in any public agency in the State of Ohio shall be credited with such unused sick leave balance up to the maximum accumulation permitted by this school District providing that employment with the Board takes place within ten (10) years of the date, which the employee was last terminated from public service.

5. Professional staff members absent for purposes of sick leave when school is canceled and when staff are relieved of their regular teaching duties for that day, will not be charged with sick leave.

6. Sick leave shall be granted for absence due to personal illness, pregnancy, injury, exposure to contagious disease, which could be communicated to others, and for absence due to illness, injury or death in the employee's immediate family.

   a. Injury and/or illness in the immediate family:
      For purposes of injury or illness in one's immediate family, immediate family will be interpreted as spouse, child, step child, parent, brother, sister, or any other member of the family unit living in the same household no matter what degree of relationship.

   b. Death in family:
      In the event of death in the employee's family, immediate family shall be defined as parent, child, step child, spouse, sibling, grandparent, grandchild, uncle, aunt, nephew, niece, and in-laws bearing any of these relationships or any other member of the family unit living in the same household no matter what degree of relationship.

7. Each professional staff member will furnish a written signed statement on forms provided by the Board of Education to justify the use of sick leave. If medical attention is required, the employee shall list, on the same form, the name and address of the attending physician and the date when the doctor was consulted. Falsification of a statement is grounds for suspension or termination of employment under Section 3319.16 of the Revised Code.

8. Any staff member absent in excess of five consecutive school days may be subject to medical examination at Board expense.

B. MATERNITY LEAVE

Time for Filing Application - Applications for leave due to disability caused or contributed to by pregnancy, miscarriage, childbirth, adoption, or any other condition related to pregnancy, and recovery therefrom (hereafter collectively referred to as pregnancy) should be filed prior to the thirtieth (30th) day before the beginning date of the absence due to disability but the professional staff member's failure to make a timely application shall not be grounds for denying the approval of leave or the use of accumulated sick leave, or any other right or privileges provided in this policy.

- When due to disability caused or contributed to by pregnancy and upon application by an employee, the Board will grant a 30 school day leave of absence without pay but will continue to provide fringe benefits beyond the following provision.

- Professional staff members may use sick leave or advancements thereof to which they may be entitled as per Article IV, Section A, above for absence due

to pregnancy.

- Combination of Sick Leave and Personal Leave - See Article IV, Sections A, and Article IV, Section D.

- Combination of Sick Leave and Disability Leave - Professional staff members for whom sufficient sick leave or advancements thereof are not available to cover the period of disability due to pregnancy shall be entitled to unpaid leave of absence for that portion of the period of disability not covered by sick leave. Professional staff may request an extension (s) of unpaid disability leave for any period of duration for medical reasons associated with pregnancy. Upon approval by the Board, such extension(s) will be without pay but with fringe benefits.

Rights While on Leave

Professional staff members on leave due to disability caused or contributed to by pregnancy shall be credited with sick leave at the statutory rate; shall be recognized as full-time professional staff members and treated as such for all fringe benefit purposes and the Board shall continue to make all contributions on their behalf during the period of leave, and shall be entitled to reinstatement at the end of the period of leave to the same class assignment, teaching assignment, building assignment and supplemental duty assignment, if any, as held immediately prior to the leave. Efforts will be made to return the teacher to the original assignment.

Contract Rights

The anticipated and/or actual disability caused or contributed to by pregnancy, or the anticipated and/or actual additional expense to the Board for sick leave pay, fringe benefits, substitute pay, etc., or any other factor pertaining to the condition of maternity or to pregnancy, shall not be grounds for termination, nonrenewal or failure to issue any limited or continuing contract, whether for regular teaching duties, supplemental duties or administrative duties.

C. FAMILY MEDICAL ACT

The Board will abide by the provisions of the Family and Medical Leave Act (Public Law 103-3). This leave may not extend beyond the 12 weeks as is provided in this Act. Where the employee elects paid sick leave, eligibility for family medical leave shall begin with the onset of such paid sick leave and will run concurrent with such paid leave.

D. PERSONAL LEAVE

Each certificated staff member shall be authorized up to three (3) Personal days annually without loss of salary, to transact personal business or attend to affairs of

a personal nature, which cannot reasonably be conducted outside the regular school day. Such leave shall be authorized upon notification given to the Superintendent twenty-four hours in advance unless circumstances make it impossible to comply therewith; in such event, the employee shall notify the Superintendent or principal of these absences to give reasons at the earliest possible time to explain the situation, and within five (5) days of return to duty must file the appropriate form for such leave with the central office. These days of absence shall not be deducted from sick leave. These days shall not be used to extend a holiday; may not use these days the last ten days of the school year unless approved by the superintendent; no more than three staff per building (k-5 and 6-12) per day shall use these days.

E. SICK LEAVE/PERSONAL LEAVE NON-USE INCENTIVE

Any member of the staff who has used no days of sick and/or personal leave in any one school quarter shall be paid a bonus of $75 for each such quarter. In addition, any member of the staff who has used two (2) days or less of sick and/or personal leave in any one school year shall be paid an additional bonus of $150 for each such year. Such bonuses will be paid in the first pay period as soon as reasonably possible following the close of each quarter. There will be no bonuses paid if a dock day is used during a quarter. There will be no bonuses paid if a dock day is used during the school year unless the dock day occurred because the district requested the staff member to perform another duty within the scope of his or her employment.

For purposes of this section, a staff member will not be charged with sick/personal leave when such absence is less than a one quarter (1/4) day and occurs over such staff member's planning/conference period and/or lunch or at such other times where the staff member does not have student supervision responsibilities.

F. BEREAVEMENT LEAVE/APPEARANCE IN COURT

In the event that any staff member has exhausted all available personal leave days, one (1) additional day will be granted for the purpose of attending the funeral of a relative, student, or fellow faculty member. This one-day may also be used to attend a required appearance in court (subpoena) or a hearing related to school business. This one (1) additional day can never exceed one (1) day, and may only be used when all available personal leave has been exhausted.

G. PROFESSIONAL LEAVE

Requests for professional leave shall be submitted in writing and shall specify the purpose, duration and, whenever possible, the anticipated cost of such leave. Unless knowledge of the meeting comes after the deadline, such requests will be submitted to the Superintendent at least two (2) weeks prior to the Board meeting in order to provide sufficient time for consideration by the Superintendent

and Board of Education.

Upon the Superintendent's recommendation any teacher will be granted professional leave for the following reasons:

1. to attend professional conferences;
2. to visit other school districts;
3. participate in a professional seminar;
4. or for any other activity that will promote professional growth of the requesting teacher or the school system.

For all approved professional leaves, the Board of Education will pay the actual and necessary cost of meals and the lessor of mileage for all actual and necessary mileage and/or the cost of any other form of transportation.

Should the leave be disapproved solely for cost reasons, the teacher requesting said leave may take the leave without loss of pay or any benefits, but must bear any other costs of said leave excluding the cost of the substitute, if any. Such leave shall be limited to three (3) days unless approved by the Board of Education.

Professional leave shall not be deducted from personal leave, sick leave, or any other leave.

H. DISABILITY LEAVE

Where due to disability and upon written request, any staff member will be granted a leave of absence not to exceed two years in duration. Such requests shall indicate the expected period of disability, which shall be supported by evidence of the disability. The Board may request a physician's statement to indicate the expected period of disability.

Professional staff on such unpaid leave will continue to accrue or be entitled to the following:

1. Accumulation of sick leave credited at the regular rate;

2. Continue participation in any or all District group insurance plans by remitting the premiums to the Board Treasurer. Such remittance will not be required more than thirty (30) days in advance the Board payment due date.

The professional staff member on such leave may request an early termination of leave by submitting such a request to the Superintendent. The staff member will be returned to service under this provision if a vacancy or new position exists or if such return can otherwise be arranged.

Upon return, the staff member will resume at least the same contract status

previously held and will be returned to the same assignment, grade, and building unless another assignment is requested. Any request for a different assignment will be acted upon by the Superintendent in accordance with the voluntary transfer procedures of the District.

I. JURY DUTY

A staff member may request a leave of absence to fulfill jury duty obligations. This leave will be granted automatically for the period of duty. The teacher's salary shall be maintained during the leave and the teacher shall give the Treasurer's office the jury duty pay upon receipt. This leave of absence will not be deducted from the staff member's sick leave, personal leave, or any other leave. While on jury duty, the staff member's sick leave, severance pay and all other benefits shall accrue to the teacher the same as any other staff member.

J. MILITARY LEAVE

Staff members called into military service shall be granted a leave of absence for such duty. The employee will be re-employed for a position similar, but not necessarily the same as the one left provided he/she has:

1. honorable discharge or similar;
2. made application within 90 days;
3. applied for leave of absence prior to entering the service;
4. shown to be physically able to perform teaching duties.

ARTICLE V - COMPENSATION/PAYROLL PRACTICES/ FRINGE BENEFITS

A. PAYROLL PRACTICES

The basic salary or hourly rate of each member of the bargaining unit covered by this Agreement will be adjusted to reflect the rates set forth in the applicable basic salary schedule.

Each member of the bargaining unit employed by the Board shall be placed on the salary schedule according to years of experience and training. Those with five (5) years or more of teaching experience shall be given credit for a minimum of five (5) years. Those with military service shall be given credit for up to five (5) years.

One year's teaching experience shall be defined as not less than one hundred twenty (120) days during a given calendar year. A year of military service shall be defined as twelve months or major fraction thereof.

If armed forces credit is to be granted, a copy of discharge or separation form 214 shall be furnished to the Board Treasurer no later than October 1.

ADVANCEMENT ON SALARY - ADDITIONAL TRAINING

A staff member may advance to a higher level on the salary schedule by fulfilling the following:

1. The affected staff member shall provide evidence of completed additional graduate hours from an accredited college or university. All credit must be completed by the first day of school, or no later than August 25th to be accepted as advance training and/or an advancement in the salary schedule.

2. Said hours must be verified by grade slip, transcript, or letter from the college or university where the course work was completed. The salary adjustment will be made no later than September 30th and retroactive to the beginning of the current school year following receipt of the transcript and/or letter of verification to the Superintendent.

3. Any certified staff member achieving recognition as a National Board Certified Teacher will be paid a one thousand dollar ($1,000) stipend each year.

PAY PERIODS

Except as noted below, the contract year will be divided into twenty-six (26) two (2) week pay periods. Paydays shall be alternate Fridays beginning no later than the second Friday of the regular teaching school year.

Substitutes will also be paid on a bi-weekly basis providing the payroll information is submitted to the Treasurer not less than five (5) days in advance of the pay date.

All employees are required to receive their pay via direct deposit.

In the year when the contract year cannot be divided into twenty-six (26) two (2) week pay periods, the parties agree to a three (3) week pay period beginning with the period between the end of the 2011-12 school year and the beginning of the 2012-13 school year. The next (3) week pay period will be August 2018.

Those individuals employed on any supplemental contract may elect to receive their pay for such supplemental duties by either of the following methods:

1. The total supplemental salary will be added to the regular contract salary for the year, divided by 26 pays, and received every pay period.

2. The supplemental salary will be paid in one lump sum upon completion of the duties required by such supplemental contract.

PAYROLL DEDUCTIONS

Staff shall have the right to have membership dues deducted for the Ottoville Education Association, Northwestern Ohio Education Association, National Education Association, and other affiliated organizations according to the provisions herein. In addition to deductions made for Association dues, deductions from pay may also be made for the following items:

1. Unauthorized or unpaid absence
2. Withholding tax according to information contained on the exemption certificate filed with the Treasurer.
3. Retirement, dues, and contributions
4. Annuities
5. Insurance
6. Political Contributions

A payroll deduction authorization form must be signed by the individual requesting the deduction and submitted to the Treasurer of the District.

Except for Association dues withholding as otherwise provided herein, said deduction(s) shall commence with the first check of the next pay period following submission of the request and shall continue in equal amounts for the remainder of the checks in the year.

B. SALARY

See Appendix A for Supplemental Salaries.
See Appendix B, C and D for Salary Schedules.

BASE SALARY

Base salary shall be defined as the regular salary paid to a full-time staff member with a bachelor's degree and no experience.

DAILY OR PER DIEM RATE DEFINED:

1. In computing deductions for those absences for which a deduction in pay is to be made, the basis shall be called the daily or per diem rate. The daily rate shall be calculated by dividing the number of workdays in the adopted school calendar into the approved salary of the individual.

2. Salaries of persons working less than a complete school year shall be calculated on the number of actual days taught times the daily rate.

TUTOR PAY

Occasionally Employed: Staff employed to tutor an injured student confined to the hospital or home or otherwise employed occasionally to tutor students will be paid .000580456 x BA-0 salary per hour for each hour of such tutor service or major fraction thereof.

Regularly Employed Tutors: Those staff employed to provide tutor services on a regular schedule throughout the day, week or school year will be paid on the regular teacher salary schedule at the rate of .63 of the regular rate of pay for their training and experience.

SALARY OF PART-TIME STAFF:

Staff employed in part-time positions will be paid as follows:

Full day, partial week:

Staff employed on schedule of full days for less than a full school week will be paid on a per diem basis for each day they are scheduled to work.

Partial day schedule:

Staff employed on a partial day schedule will be paid using one of the following methods of computation as is applicable:

1. Part-time high school, middle school staff who do not receive a full planning period shall be paid on the basis of the number of teaching/work assignment periods, excluding planning period(s), of a regular full-time staff member assigned to the same or similar position(s).

2. Part-time high school and middle school staff who receive a full planning period shall be paid on the basis of the total number of teaching/work assignment periods and the planning period as a fraction of the total teaching/work assignment periods including the planning period of a regular full-time staff member assigned to the same or similar position.

3. Where the staff member is employed and assigned to a part-time position where the school day is not subdivided into periods; the salary will be computed on the basis of the staff member's assigned pupil contact time as a fraction of the total pupil contact time required of a full-time staff member assigned to the same or similar position.

   Such staff shall be entitled to all Board paid fringe benefits pro-rated to the service for which they are contracted.

C. STRS PICKUP

All employee contributions to the State Teachers Retirement System, if any, will be picked-up by the Board on behalf of each employee in the bargaining unit on the following terms and conditions:

1. The amount to be picked-up and paid on behalf of each employee shall be the full amount of the employee's contribution towards STRS. The employee's annual compensation shall be reduced for purposes of State and Federal income tax only by an amount equal to that picked-up and paid by the Board.

2. The Board shall compute and remit its statutory required contributions to STRS based upon annual salary and/or earned compensation, which includes the amount of pick-up computed herein.

3. The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.

4. Payment for all leaves - sick leave, personal leave, professional leave; severance, vacation, supplemental and extended service pay and insurance benefits which are indexed to or otherwise determinable by reference to the employee's rate of pay shall be calculated based upon the employee's daily gross pay prior to any reduction for "pick-up" purposes (e.g. gross pay divided by the number of days in the individual's contract).

If necessary, the Board Treasurer will prepare and distribute an addendum to each employee's contract, which states that the employee's salary consists of:

1. A cash component;

2. A pick-up component, which is equal to the amount of the employee's contribution being "picked-up" by the Board on behalf of the employee.

D. TRAVEL REIMBURSEMENT

Reimbursement for mileage for those staff that are required to drive their personal vehicles will be provided at the I.R. S. rate prorated to the nearest ½ mile. Such mileage will be paid upon completion of the proper forms for travel while on school business, either in or outside the school district, as authorized by the Superintendent. The travel reimbursement rate will be adjusted to the nearest 1¢ annually each January 1st.

The Ottoville Local School district will NOT reimburse for tips on meal purchases unless it is added to the guest receipt because of the restaurant policy for large parties.

E. SEVERANCE PAY

Any employee of the Ottoville School District with a minimum of ten (10) or more years of accumulated service with the state, any political sub-division or any combination thereof who elects to retire shall be paid 25% of the first 210 days or any fraction thereof of his accumulated and unused sick leave. The rate of pay for all such accumulated days up to 52.5 days* shall be the per diem rate as determined by the total annual teaching salary according to the salary schedule plus any supplemental and/or other salary in effect at the time of last service excluding extended service divided by 183 days of regular required duty.

As used in this section, retirement means disability or service retirement under any state or municipal retirement system in the state of Ohio. Nothing in this policy shall be construed to prevent an employee either sick or disabled from using the accumulated sick leave for the duration of the disability. Severance pay shall be forwarded to the retired employee in two (2) installments, the first within thirty (30) days of retirement, the second by January 15 of the calendar year following retirement.

Severance will include death. In the case of death, severance will be paid to the beneficiary(ies) designated on the form attached as Appendix E or in the absence of a beneficiary designation, severance is to be paid to the estate of the deceased employee. (ORC 2113.04)

*Any employee who has accumulated severance pay pursuant to the provisions of merit leave under a prior agreement shall retain that severance pay.

F. GROUP INSURANCE

The Board will pay 90% for the Dental/health insurance premiums up to November 30, 2016; The board will then pay 88% from December 1, 2016 to November 30, 2017; The board will pay 87% December 1, 2017 to November 30, 2018; The board will pay 85% December 1, 2018 to June 30, 2019 for single and family coverage for the health insurance plan currently offered by the Putnam County Schools Insurance Group and any successor health insurance plan that may be provided. Both the Association and the Board of Education will review the current medical plan prior to December 1st of each of the contract years. The Board of Education will contribute to each employee who elects to join the family High Deductible Health Plan offered by the consortium 2 payments per year into an American Fidelity HSA account as follows: $1600 January, 2017 and $800 September, 2017; $1400 January, 2018 and $750 September, 2018; $1400 January, 2019 and $600 September, 2019. Those choosing the single High Deductible Health Plan will receive payments of $800 January 2017 and $400 September 2017; $700 January,

2018 and $375 September, 2018; $700 January 2019 and $300 September, 2019.

If changes occur in the current medical plan, the Board or its designee will meet and discuss the changes with the Association in accordance with O.R.C. 4117. For those that choose insurance coverage, the Board shall provide twelve-month coverage commencing with the first day of the school year (or September 1) whichever comes first and ending twelve months later. Insurance costs for part-time employees shall be prorated according to the percentage of time employed. Employees who are in a dock day pay status due to their absences will be responsible for the full cost of their insurance premium for all days in such status. The District will make the appropriate deductions from the employee's pay. A payroll deduction authorization form is not necessary for this type of deduction.

125 PLAN

A full spectrum 125 Plan shall be maintained. Such plan shall not require that an administrative cost be paid by any bargaining unit member who elects to participate in the PPO 2 plan offered by the consortium. On an annual basis, the District will match the employee's contribution to the plan, up to three hundred dollars ($300).

INSURANCE OPTING OUT

For each member of the bargaining unit that elects not to enroll in any other of the Board paid or partially paid insurance programs, including hospitalization, surgical, major medical, or dental insurance, the Board agrees to pay a cash benefit of $2,000 each year at the close of the district's fiscal year, June 30th.

Staff participating in the opting out provisions may cease participation and elect enrollment in any of the Board provided insurance plans provided:

1) Such enrollment is the result of the involuntary loss of the non-Board plan (spouses company ceases to provide coverage; death of spouse, loss of employment, divorce, etc.)

   or

2) Such enrollment occurs at the annual open enrollment period.

Should any participant in this plan elect to enroll in any of the above listed board paid medical plans at any time during the fiscal year, the cash benefit will be prorated to the point of enrollment in such medical plan(s).

Part-time staff members may participate on a percentage basis prorated on a ratio of their service to that of a full-time employee by the same method of calculation as is used to determine their pay pursuant to Article V (A) (Salary of part-time staff).

G. TUITION REIMBURSEMENT:

When certified staff members earn semester hours or quarter hours of credit from an accredited college or university, as specified below, they will be reimbursed for a portion of tuition costs, upon completion of the course provided the final grade is not below a "B-".

Any member of the bargaining unit with more than one year of service in the district who enrolls in an accredited college or university between September 1 and August 31, shall receive, in addition to regular salary, the actual cost per credit hour up to one hundred fifty dollars ($150.00) per quarter hour and two hundred dollars ($200.00) per semester hour. $1200 or Six semester hours or nine quarter hours of credit is the maximum number of hours that can be reimbursed in any one fiscal year. Payment will be made to the individual following submission of a transcript or record of the completion of such coursework. Payment will be made on a separate check so that taxes and retirement are not taken out.

Additional hours must be in the teaching field for which the teacher is certified, or be applicable toward a higher degree in a program of studies approved by the superintendent of schools. All such additional hours must have prior authorization to be eligible for reimbursement herein.

The certified employee must return to his/her position at Ottoville Local Schools for the following year to qualify for this reimbursement. All course work for reimbursement must be turned in by September 15 of a school year to qualify for reimbursement for 1st semester and by February 15 to qualify for 2nd semester reimbursement.

This fund shall be limited to a maximum expenditure of $10,000. Those staff otherwise eligible for reimbursement but who are not reimbursed or not fully reimbursed as set forth above because of the exhaustion of the fund, shall be the first to be reimbursed in the next fiscal year.

H. GRADING STANDARDIZED TESTS

The Board shall provide three (3) hours of release time and a room to grade standardized tests for those so affected.

I. DUAL CREDIT LANGUAGE

Employees who attend dual credit training shall be paid two hundred dollars ($200.00) for each day of required training if the actual training session lasts more than four (4) hours. If the actual training time is less than four (4) hours, the employee shall be paid one hundred dollars ($100.00). If travel is required in order

to attend the training, the employee will be reimbursed for mileag.as described under travel reimbursement section D.

ARTICLE VI - WORKING CONDITIONS

A. SCHOOL CALENDAR

Three representatives of the Association shall meet with the Ottoville Local Superintendent of Schools prior to February 1st of each school year for the purpose of exchanging ideas and expressing the concerns of the Association with respect to the school calendar for the coming school year.

The Association recognizes that the Board of Education has the final authority to adopt the school calendar and to revise it as required by acts of God or changes in Ohio school law. Therefore, should any extensions of the length of the school day or school year be required due to calamity or otherwise, the Superintendent shall consult with the Association as to the nature and extent of such changes as soon as possible prior to any Board action on said changes. The provisions above shall not be construed as a waiver of the Board's obligation under law to bargain with the Association over the effects of any changes in calendar, which affect the wages, hours or terms and conditions of employment.

B. SCHOOL YEAR

The length of the school year shall be 183 days, which shall include one day at the beginning of the school year for teacher orientation, two days, which are a part of the state mandated 180 days of instruction for parent-teacher conferences, the work day following the last student day for the completion of the yearly tasks and recordkeeping. One day will also be scheduled during the school year for in-service, task day. The Association and Administration will jointly plan and assist in the scheduling and administration of this in-service day. End of the year report cards will be mailed or held in the office for parental pick up. If the teacher attends graduation exercises, they will be permitted to leave at 12:00 p.m. on the teacher workday provided all required checkout procedures and functions have been properly completed.

Barring any extreme weather conditions or other such calamity, the school year shall commence sometime in the last week of August and will be completed by the first week of June. All scheduled days shall be during the regular work week of Monday through Friday, exclusive of scheduled school holidays.

The official closing of schools by the Superintendent of Schools on account of severe weather, emergency conditions or other reasons deemed necessary shall not result in loss of pay or additional days of work without pay for the first five (5) days of calamity. All days beyond the first five (5) calamity days will be made up and shall be without any additional pay. School delays and early releases caused

by calamity will not be made up unless the District falls below the state minimum required hours.

C. SCHOOL DAY

The length of the school day shall not be longer than seven hours and twenty minutes long, including at least a thirty-minute duty-free lunch. This time is exclusive of staff meetings and parent-teacher conferences. Excluding in-service training session, staff meetings may be scheduled from time to time, but not more frequently nor lengthy than reasonable and normal. Every effort will be made to limit the number of such meetings to fewer than 12 and less than one hour of duration.

Except in cases of emergency or job related interruptions, professional staff shall be responsible for being present in the classroom or at their assigned duty promptly. The failure to be at the assigned duty shall subject such teacher first to verbal reminder, and thereafter, written record of such violation.

In order to insure timely arrival and departure of students and staff, every effort will be made to set school master clocks on the last Friday of each month if such clocks are untimely.

When weather conditions necessitate alteration of the starting time for the school day, the Superintendent shall use his/her best judgment in determining the need for a three (3) hour delay for the start of school. In the event of a 3-hour delay, an extended day of one hour will NOT be utilized unless it is necessary to comply with ORC 3313.48

OTHER AFTER-SCHOOL HOURS MEETINGS

Except as noted above, it is understood by the parties that staff attendance or participation in meetings, curriculum development, text book selection, college course work, in-service programs and/or workshops, except where time for such activities is provided during the context of the regular student day or supplemental compensation is provided, shall be voluntary.

D. "County In-service" TRANSPORTATION

Bus transportation to and from county in-service activities (especially 1st day in-service) will be made available to staff provided:

1. a bus is available
2. a teacher driver will drive the bus
3. twenty (20) or more staff members indicate they intend to ride the bus to and

from the in-service site.

E. SUBSTITUTE TEACHERS

1. Selection

   Substitute teachers should possess the same professional qualifications, such as professional preparation and certification as regular professional staff members appointed to the staff.

2. The Board agrees at all times to maintain an adequate list of substitute teachers. Professional staff members shall be informed of a telephone number they may call before 7:00 a.m. to report unavailability for work. Once a professional staff member has reported unavailability, it shall be the responsibility of the Administration to arrange for a substitute teacher.

3. Compensation

   a. The daily rate of pay for substitute teachers will be eighty dollars ($80).*

   b. A substitute teacher with an assignment to one specific position for twenty (20) consecutive days shall be paid one hundred dollars ($100)* per day for days twenty-one (21) through sixty (60). After sixty (60) days of service in the same assignment, the substitute will be paid a salary commensurate with their training experience according to the adopted teacher salary schedule.

   c. Substitute teachers in special fields such as the high school sciences, mathematics or language may need to be compensated at an initial higher rate to secure the best qualified individual who may best serve the students. Compensation in such special cases will be negotiated with the substitute and only need to be approved by the Board of Education.

   * These rates may be increased to meet the demands of the market for substitutes at the discretion of the Board of Education.

4. Planning

   Substitutes will have responsibility for adequate classroom planning during an extended assignment.

5. Emergency Period Substitutes

   In the event regular substitutes are not available, professional staff members

may volunteer to serve as period substitutes during their regularly scheduled preparation periods.

a. Requests for period substitutions shall be made as far ahead as possible.

b. Substitution shall be made within the professional staff member's department when possible.

c. Period substitutes shall be as equally distributed among professional staff members as possible except that staff members with more than one planning period will be called first for period substitutions.

d. In the event no voluntary period substitutes are available, the principal may require a professional staff member to serve as a period substitute so as to provide coverage of all classes.

e. Period substitutes will be solicited prior to the assignment of such classes to study halls or library where the student load in such study hall or library is at or approaching the capacity of the room.

f. Planning time shall be defined as the time when professional staff members do not have assigned responsibility for teacher exclusive of the thirty (30) minutes duty-free lunch.

F. SUPPLIES

Each building will be given a budget. The principals of each school shall meet with his/her staff to inform them of the amount of budget allocated to each school at least one month prior to deadline for submission of purchase orders.

Further, the principal shall discuss with his/her staff the amounts available for purchase ordering and the procedure for ordering such that each staff member will have genuine input into the selection and ordering process.
Staff members will be given an indication as to the disapproval of items, materials, and equipment ordered.

Each spring prior to April 1, staff will prepare a list of miscellaneous and incidental supplies for use in individual classrooms. Each principal will consolidate such lists for the purposes of ordering such supplies.

G. PARENT-TEACHER CONFERENCES

All hours for parent-teacher conferences will be uniformly scheduled for all affected staff members in each building.

Evening hours for parent-teacher conferences may be scheduled. However, where

parent-teacher conferences begin during the course of the regular school day and extend into the evening, bargaining unit staff shall be compensated with an equivalent amount of time off for time spent beyond the school day.

If conferences are scheduled to begin prior to 6:00 PM, a one half hour duty/conference free period for supper will be provided.

H. NUMBER OF CLASSROOM PREPARATIONS

The Principal and Superintendent each year will look very closely at the schedule and schedule preparations as fairly as possible. The Administration will strive to limit the number of different preparations as much as possible. The parties recognize that teacher effectiveness can be greatly improved by limiting the number of preparations in a daily schedule.

I. PREPARATION AND CONFERENCE TIME

The Administration will schedule sufficient preparation and conference time so as to meet the State Minimum Standards. In addition, the principals and the Superintendent shall be responsible to balance teaching loads, classroom preparations and assignments. If any teacher feels they have been treated unjustly after meeting with the building Principal and then the Superintendent, they may appeal the Administrative decision to the Board of Education. A concentrated effort will be made to be fair and consistent to all staff members.

J. SUBMISSION OF LESSON PLANS

The preparation of lesson plans is required of all staff.

K. RESIDENT EDUCATOR PROGRAM

Purpose

The purpose of the RESIDENT EDUCATOR Program is to provide entry level teachers with a formal program of support, including mentoring to foster professional growth of the individual teacher, and to provide assessment of the performance of the beginning teacher or principal.

The RESIDENT EDUCATOR Committee Structure

The Ottoville Local Professional Development Committee shall serve as the RESIDENT EDUCATOR Year Committee and will be responsible for development of the program. The RESIDENT EDUCATOR Committee shall develop the following:

- A mentor program philosophy

- Mentor teacher selection criteria
- Definition of mentor teacher responsibilities, including length and scope of program.
- Mentor teacher training
- Procedure for the modification or termination of a mentoring situation.

The RESIDENT EDUCATOR Committee shall operate in accordance with the Teacher Education and Licensure Standards, Ode Guidelines and all applicable laws and rules.

Compensation for Committee Members

LPDC Members shall be paid at the LPDC rate per hour for time spent on the development, implementation, and/or evaluation of the Entry Year Program, up to a maximum of $500 per year.

Mentor Criteria

A teacher desiring to serve as a mentor for the Entry Year Program shall have been employed in the district for a minimum of five (5) years. The five (5) years need to be consecutive and directly previous to the year they would be mentoring. The teacher shall be required to submit at least two (2) written recommendations from his/her peers or other professionals in the field of education. Additionally, mentors are encouraged to have successfully completed Pathwise Training.

Mentors who already have had the instructional mentoring (IM) training in 2009-2011 will need only to take the one-day *Resident Educator-1* training to qualify as a mentor for the residency program. New mentors will be required to take both *Instructional Mentoring Revised* and *Resident Educator-1*, two single-day trainings that will be offered consecutively.

Length of Program

The Entry Year Program shall be one (1) academic year in length, (minimum of 135 school days), and shall not exceed the contract year for any member of the teaching staff.

Selection Process for Assignment of Mentors

The Entry Year Committee shall establish the criteria for determining the most appropriate assignment of mentors to entry year teachers. Additionally, the Entry Year Committee shall determine the process by which the mentor or entry year teacher may request a change in assignment.

Training

The Board of Education shall provide committee members the opportunity to attend training in order to establish and maintain an effective Entry Year Program. The costs of training will be reimbursed to teacher members as per existing contractual agreements.

The Board of Education shall provide release time of two (2) days per year for mentors who are completing Pathwise observations. Two (2) days of release time per year will also be provided to entry year teachers to observe and conference with their mentor teacher and/or other bargaining unit members who teach the same grade level or curriculum. This release time will be granted in half-day increments.

Workload and Compensation

The mentor and entry year teacher shall meet at least once per week in order to complete all entry year requirements. This meeting shall occur at a mutually agreeable time either before school, after school, or during a common preparation time. Following completion of this requirement, and other responsibilities as designated by the Entry Year Committee, the mentor shall receive the following compensation based on BA Step 0: 0 years, 5.0%, 1 – 4 years, 5.75%; 5 – 8 years, 6.25%; and 9+ years, 6.75%. This compensation will be paid in equal amounts in four (4) paychecks during June and July.

A mentor may be assigned to work with no more than one entry year teacher during any given school year.

Contract Evaluation

The Entry Year Program shall not replace employment evaluation. Evaluation of Entry Year teachers shall be conducted in accordance with the provisions of the evaluation procedure contained in Article III of this collective bargaining agreement and per applicable state laws.

Confidentiality

No mentor shall participate in any informal or formal contractual evaluation of an Entry Year Teacher.

No mentor shall be directed, required or requested to make any recommendation regarding the employment of an Entry Year teacher.

L. DISTRICT REQUIRED USE OF TECHNOLOGY

No adverse action shall be taken against any bargaining unit member as a result of a security breach by an outside party or parties of the software programs utilized

within the district as part of the required methods of reporting student's grades, attendance, classroom activities, and/or communicating with parents or guardians.

ARTICLE VII - OTHER PROVISIONS

A. SEPARABILITY

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 terms and conditions of this Agreement shall prevail as to that provision, except as may be provided by ORC 4117.10(A).

If any provision of this Agreement is found to be contrary to law as determined by any court of competent jurisdiction from whose judgment or decree, no appeal has been taken within the time provided for doing so, such provision shall be null and void. However, the remainder of the Agreement shall remain in full force and effect. Upon request of the Board or the Association, following any action by the Ohio General Assembly, changes in Federal Law, changes in rules and regulations of the State Department of Education, or court ruling, affecting this agreement or parts thereof, the parties to the agreement shall meet within ten (10) school days to negotiate substitute provisions which are in conformity with such applicable laws, rules, and/or regulations. If such negotiations do not resolve the matter within twenty-one (21) school days thereafter, the impasse procedures contained herein may be initiated by either party. Upon agreement and ratification by the parties, any substitute provisions shall be incorporated into this Agreement by written, signed amendments by the parties hereto. For such cases, all other provisions of this Agreement shall remain in effect for the duration of the contract.

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 requires the Board of Education to develop policies that affect the term(s), condition(s) of employment, or working condition(s), then the parties will meet to negotiate the additional term, condition of employment or working condition within ten (10) school days upon request of either party. If such negotiations do not resolve the matter within twenty-one (21) school days thereafter, the impasse procedures contained herein may be initiated by either party. Upon agreement and ratification by the parties, any substitute provisions shall be incorporated into this Agreement by written, signed amendments by the parties hereto.

B. AMENDMENT

This agreement may be altered, deleted from, added to, or otherwise modified only

through voluntary mutual consent of both parties in a written signed amendment to this agreement except that the Association may, by request, open negotiations whenever there has been a change that affects wages, hours, or terms and conditions of employment. All requests for amendment and subsequent negotiations following mutual agreement to amend this agreement shall be conducted in accordance with the terms of this agreement except that requests for amendment may be made at any time by either party. All such amendments shall be considered finalized upon ratification by the Board and the Association.

C. MANAGEMENT RIGHTS

The Board retains all of the rights of management as set forth in ORC 4117.08 (C) and shall otherwise retain all the rights, powers, duties, and authority granted by law under the Constitution of the United States and the State of Ohio except as may be limited by law or the terms and conditions of this Agreement.

Replacement administrators in the district shall have the right to change the routines, procedures, and methods essential to their duties in the management of the district provided such changes do not conflict with or amend this Agreement. However, the above provision shall not be construed as a waiver of the duty to bargain wherever such changes are mandatory subjects of bargaining pursuant to ORC 4117.

D. BOARD POLICIES

The Association will be furnished with a copy of any changes made in Board policy, District School regulations and Administrative regulations affecting bargaining unit members.

E. DURATION OF AGREEMENT

Except as otherwise specified herein, this agreement shall become effective as of July 1, 2016 and remain in effect until June 30, 2019. This agreement shall be the base from which future negotiations shall proceed. If any item in this agreement is not changed through future negotiations, it shall be carried forward, automatically, in writing, into each successor agreement. In the event of a contract reopener as provided herein, where the parties are unable to reach agreement after the required period of negotiations and after having exhausted all of the dispute and/or impasse resolution procedures provided herein, this Agreement shall expire as if the expiration date had been reached and the Association shall have the right to engage in any legal concerted action including but not necessarily limited to the right to strike.

President, Ottoville Local
Education Association

Kevin Landin
President, Ottoville Local
Board of Education

Negotiations Chairperson,
Ottoville Local Education Association

Scott J. Mangan
Superintendent, Ottoville Local
School District

Alicia M. Nussbaum
Secretary, Ottoville Local
Education Association

Robert P. Weber
Treasurer, Ottoville Local
School District

Dated this 18th day of May, 2016.

APPENDIX A

SUPPLEMENTAL CONTRACTS

% Based on STARTING SALARY INDEX (BA / 0 Years Experience)

Class I - Head Coaches	**0 YEARS**	**1-4 YEARS**	**5-8 YEARS**	**9-10 YEARS**
Athletic Director	18.5	19.5	20.0	20.5
Golf	6.71	7.46	7.96	8.46
Soccer – Boys/Girls	8.07	8.82	9.32	9.82
Volleyball	8.07	8.82	9.32	9.82
Cross Country	6.71	7.46	7.96	8.46
Basketball – Boys/Girls	17.64	18.64	19.14	19.64
Baseball	9.0	10.0	10.5	11.0
Head Softball	9.0	10.0	10.5	11.0
Track – Boys/Girls	8.21	8.96	9.46	9.96
Cheerleader	5.0	5.75	6.25	6.75
Class II – Other Coaches				
Assistant Athletic Director	8.3	9.05	9.55	10.05
Assistant Soccer – Boys/Girls	5.0	5.5	6.0	6.25
Assistant Volleyball	5.0	5.5	6.0	6.25
Assistant Basketball – Boys/Girls	7.0	7.75	8.25	8.75
Freshman Basketball – Boys/Girls	5.0	5.75	6.25	6.75
JV Basketball – Boys/Girls	8.64	9.64	10.14	10.64
JV Baseball	4.0	4.5	5.0	5.25
JV Softball	4.0	4.5	5.0	5.25
Assistant Cheerleader	3.0	3.5	4.0	4.25
7th/8th Volleyball	3.0	3.5	4.0	4.25
7th/8th Basketball – Boys/Girls	4.0	4.75	5.25	5.75
JH Track – Boys/Girls	3.0	3.5	4.0	4.25
Class III – Non-Athletic				
Assistant Band Director	5.0	5.5	6.0	6.5
Class Advisor – 9	0.64	1.14	1.64	2.14
Class Advisor – 10	0.97	1.47	1.97	2.14
Class Advisor – 11	3.5	4.0	4.5	4.75
Class Advisor – 12	3.5	4.0	4.5	4.75
Drama Club	**5.0**	**5.5**	**6.0**	**6.25**
FCCLA Advisor	3.0	3.5	4.0	4.25
LPDC	3.0	3.5	4.0	4.25
EMIS Coordinator	18.5	19.5	20.0	20.5
Asst EMIS	3.5	4.0	4.5	4.75
Mentor	5.0	5.75	6.25	6.75
Musical	5.0	5.5	6.0	6.25
National Honor Society	3.0	3.5	4.0	4.25
Newsletter	4.0	5.0	5.5	6.0
Pep Band	3.0	3.5	4.0	4.25
Scholastic Bowl	3.0	3.5	4.0	4.25
Science Fair – JH	1.85	2.35	2.85	3.10
Science Fair – HS	1.85	2.35	2.85	3.10
Student Council	0.44	0.94	1.4	1.69
Technical Theatre Director (Fall and Spring)	1.25/1.25	1.5/1.5	1.75/1.75	1.875/1.875
Yearbook	7.0/4.0	8.0/5.0	8.5/5.5	9.0/6.0
Band Flag Corp	3.0	3.5	4.0	4.25

Extended Service	
Band	10-20 Days
Guidance	10-20 Days

Ottoville Local Schools

Index & Salary Schedule…2016-17 School Year

Percent Increase	2.00%			
Yrs	BA/BS	150 Hours	MA	MA + 15
Exp.	0.0380	0.043	0.0480	0.0500
0	32,762	34,499	36,366	37,022
	1.0000	1.053	1.1100	1.1300
1	34,499	35,908	37,939	38,660
	1.0530	1.0960	1.1580	1.1800
2	35,744	37,316	39,511	40,298
	1.0910	1.1390	1.2060	1.2300
3	36,989	38,725	41,084	41,936
	1.1290	1.1820	1.2540	1.2800
4	38,234	40,134	42,657	43,574
	1.1670	1.2250	1.3020	1.3300
5	39,479	41,543	44,229	45,212
	1.2050	1.2680	1.3500	1.3800
6	40,724	42,952	45,802	46,850
	1.2430	1.3110	1.3980	1.4300
7	41,969	44,360	47,374	48,488
	1.2810	1.3540	1.4460	1.4800
8	43,214	45,769	48,947	50,125
	1.3190	1.3970	1.4940	1.5300
9	44,459	47,178	50,520	51,765
	1.3570	1.4400	1.5420	1.5800
10	45,704	48,587	52,092	53,403
	1.3950	1.4830	1.5900	1.6300
11	46,949	49,995	53,665	55,041
	1.4330	1.5260	1.6380	1.6800
12	48,193	51,404	55,237	56,679
	1.4710	1.5690	1.6860	1.7300
13	49,438	52,813	56,809	58,316
	1.5090	1.6120	1.7340	1.7800
20	50,683	54,221	58,383	59,955
	1.5470	1.6550	1.7820	1.8300
24	51,928	55,631	59,955	61,593
	1.5850	1.6980	1.8300	1.8800
26	53,173	57,039	61,528	63,231
	1.6230	1.7410	1.8780	1.9300

Ottoville Local Schools

Percent Increase	2.00%	2017-18		
Yrs	BA/BS	150 Hours	MA	MA + 15
Exp.	0.0380	0.043	0.0480	0.0500
0	33,418	35,189	37,095	37,762
	1.0000	1.053	1.1100	1.1300
1	35,189	36,627	38,699	39,433
	1.0530	1.0960	1.1580	1.1800
2	36,459	38,064	40,302	41,105
	1.0910	1.1390	1.2060	1.2300
3	37,730	39,500	41,906	42,775
	1.1290	1.1820	1.2540	1.2800
4	38,998	40,937	43,511	44,446
	1.1670	1.2250	1.3020	1.3300
5	40,268	42,375	45,115	46,117
	1.2050	1.2680	1.3500	1.3800
6	41,539	43,812	46,719	47,787
	1.2430	1.3110	1.3980	1.4300
7	42,809	45,248	48,322	49,459
	1.2810	1.3540	1.4460	1.4800
8	44,078	46,684	49,927	51,129
	1.3190	1.3970	1.4940	1.5300
9	45,349	48,122	51,531	52,801
	1.3570	1.4400	1.5420	1.5800
10	46,619	49,559	53,135	54,472
	1.3950	1.4830	1.5900	1.6300
11	47,887	50,996	54,739	56,142
	1.4330	1.5260	1.6380	1.6800
12	49,158	52,432	56,342	57,814
	1.4710	1.5690	1.6860	1.7300
13	50,428	53,869	57,947	59,484
	1.5090	1.6120	1.7340	1.7800
20	51,697	55,307	59,551	61,155
	1.5470	1.6550	1.7820	1.8300
24	52,968	56,744	61,155	62,826
	1.5850	1.6980	1.8300	1.8800
26	54,238	58,181	62,758	64,496
	1.6230	1.7410	1.8780	1.9300

Ottoville Local Schools

Percent Increase	2.00%	2018-19		
Yrs	BA/BS	150 Hours	MA	MA + 15
Exp.	0.0380	0.043	0.0480	0.0500
0	34,086	35,894	37,835	38,517
	1.0000	1.053	1.1100	1.1300
1	35,894	37,358	39,472	40,222
	1.0530	1.0960	1.1580	1.1800
2	37,188	38,824	41,108	41,926
	1.0910	1.1390	1.2060	1.2300
3	38,483	40,290	42,744	43,630
	1.1290	1.1820	1.2540	1.2800
4	39,778	41,755	44,381	45,334
	1.1670	1.2250	1.3020	1.3300
5	41,074	43,221	46,016	47,039
	1.2050	1.2680	1.3500	1.3800
6	42,369	44,687	47,653	48,743
	1.2430	1.3110	1.3980	1.4300
7	43,664	46,152	49,288	50,447
	1.2810	1.3540	1.4460	1.4800
8	44,959	47,618	50,924	52,153
	1.3190	1.3970	1.4940	1.5300
9	46,255	49,084	52,561	53,856
	1.3570	1.4400	1.5420	1.5800
10	47,550	50,550	54,197	55,560
	1.3950	1.4830	1.5900	1.6300
11	48,845	52,015	55,833	57,264
	1.4330	1.5260	1.6380	1.6800
12	50,141	53,481	57,469	58,969
	1.4710	1.5690	1.6860	1.7300
13	51,436	54,947	59,105	60,673
	1.5090	1.6120	1.7340	1.7800
20	52,731	56,412	60,741	62,377
	1.5470	1.6550	1.7820	1.8300
24	54,026	57,878	62,377	64,082
	1.5850	1.6980	1.8300	1.8800
26	55,322	59,344	64,014	65,786
	1.6230	1.7410	1.8780	1.9300

APPENDIX E

DESIGNATION OF BENEFICIARY FOR RECEIPT OF SEVERANCE BENEFITS
IN THE EVENT OF DEATH

I, _____, designate the following beneficiary(ies) for receipt of payment of any severance benefits under this agreement in the event of my death. I understand that, in the absence of a designation, the severance payment would be made to the fiduciary of my estate. I hereby designate as the primary beneficiary(ies) the following person(s):

NAME	RELATIONSHIP	ADDRESS	PHONE #	PERCENTAGE

(Total for all beneficiary(ies) should equal 100%)

In the event one of the foregoing precedes me, I hereby designate as secondary beneficiary(ies) the following person(s):

NAME	RELATIONSHIP	ADDRESS	PHONE#	PERCENTAGE

(Total for all beneficiary(ies) should equal 100%)

I understand that it is incumbent upon me to keep the Treasurer informed of current addresses and telephone numbers of all beneficiary(ies) named by me so that they may be contacted without undue delay or difficulty in the event of my death.

Date:_____ _____
Employee

Date:_____ _____
Spouse's Signature