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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

VAN BUREN EDUCATION ASSOCIATION

AND THE

BOARD OF EDUCATION OF THE VAN BUREN LOCAL SCHOOL DISTRICT

Effective July 1, 2016 through June 30, 2019

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ARTICLE I – NEGOTIATIONS PROCEDURE

A. Recognition

The Board of Education of the Van Buren Local School District recognizes the Van Buren Education Association, an affiliate of the Northwestern Ohio Education Association, the Ohio Education Association, and the National Education Association, as the sole and exclusive bargaining representative of all certificated/licensed personnel employed by the Board under a regular teaching contract, excluding the Superintendent, principals, assistant principals, substitutes, and all other confidential, supervisory and management-level members as defined in Ohio Revised Code 4117.01.

B. Definitions

The following definitions apply to this Agreement unless expressly provided otherwise:

1. Board – The Board of Education of the Van Buren Local School District, its Administration and others authorized to act on its behalf.
2. Association – The Van Buren Education Association, OEA/NEA and persons acting on behalf of the local, district, state or national Association.
3. Member – A member of the bargaining unit as determined by the recognition clause.
4. Days – Calendar days.
5. District – The Van Buren Local School District.
6. Immediate Supervisor – The person to whom the member reports in relation to the subject or issues involved.
7. Full Time – A member who is employed to perform a full day’s work of seven and one-half (7-1/2) hours for a minimum of 120 days or more in a work year.
8. Part Time – A member who works less than a full day as defined by this Agreement and/or less than the minimum standard of 120 days per work year.
9. O.R.C. – The Ohio Revised Code.
10. “Kiosk” means the District’s online record keeping system that records request for time off.

C. Scope of Negotiations

The parties agree to bargain to determine all matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification or deletion of an existing provision of this Agreement.

D. Request for Negotiations

Request to commence bargaining on a successor contract shall be made in writing no sooner than 100 days and no later than 60 days before the expiration of this Agreement. Request from the Association shall be served on the Superintendent, and notification from the Board shall be addressed to the Association President. The initial session will be scheduled within fifteen (15) days of the request to bargain.

E. Negotiations Meetings

At the initial meeting, both parties have the option of submitting proposals in either conceptual form or in such written detail so that the proposals, if agreed to, would express the whole agreement between the parties with respect thereto. Thereafter neither party shall submit additional items except with the consent of the other party.

Before adjournment of each meeting, the time, the place, and agenda for the next session shall be mutually agreed upon. All negotiations shall be in private between the parties.

Any member engaged in a bargaining session scheduled during school hours shall suffer no loss of pay.

F. Representation

Neither party shall have any control over the selection of the negotiating representatives of the other party. The parties may each be represented by a maximum of five (5) representatives.

The parties pledge that their representatives will be clothed with all necessary authority to make proposals, consider proposals, and made concessions in the course of negotiations.

G. Exchange of Information

The Board and Superintendent agree to furnish the Association upon request all regularly and routinely prepared information concerning the financial resources of the District. The Association agrees to furnish upon request all available information on its proposals.

H. Agreement

As tentative agreement is reached on items, the agreement shall be reduced to writing and initialed by the chief negotiator of each party. Such initialing shall not be construed as final agreement until all items have been resolved. A tentative agreement on an item may be changed only by mutual consent.

When agreement has been obtained on all issues, or issues have otherwise been resolved, all issues upon which agreement has been reached shall be reduced to writing and presented to the Association for action. If the Association ratifies, the agreement shall

then be submitted to the Board for action at the next regular Board meeting, unless the Board calls a special meeting at an earlier date.

I. Final Form

As soon as practical, but not later than fifteen (15) days after ratification, the Association will prepare the agreement in final form, with a table of contents and all appendices. The Board will post a copy on the District's intranet. The Board will also transmit a copy to the State Employment Relations Board.

J. Impasse Procedures

1. If agreement is not reached forty-five (45) days prior to the expiration date of this Agreement (or at any later time), either party may declare impasse and request that an impartial mediator be appointed. The Federal Mediation and Conciliation Service shall be requested to appoint a mediator.
2. If agreement has not been reached within ten (10) days after the expiration of this Agreement, or within ten (10) days of the arrival of the mediator, whichever is later, the parties shall be deemed to have reached ultimate impasse, unless mutually extended by the parties.
2. Pursuant to O.R.C. 4117.14(C) (E), the parties have established this mutually agreed upon dispute resolution procedure which supersedes the procedures listed in 4117.1 4(C)(2)-(6) and any other procedures to the contrary. This Article does not diminish or preclude the Association rights under 4117.1 4(D)(2), provided the procedures herein have been followed.

K. Amendment Procedure

This Agreement may be amended only through written agreement properly signed and ratified by each party.

ARTICLE II – GRIEVANCE PROCEDURE

A. Definitions

Grievance - A claim that there has been a misinterpretation, misapplication, or violation of an express and specific term of this Agreement.

Grievant - A member or the Association filing the grievance. The Association may not bring a grievance on behalf of an individual member if that member declines to bring the grievance on his/her own behalf.

Days - Weekdays, except days during the school year in which school is not in session.

Class Action Grievance - A class action grievance may be filed if the grievance involves the same operative facts and affects more than one (1) member in a similar way.

B. General Provisions

1. The number of days indicated at each step is considered a maximum. Time limits may be extended, however, by written agreement of the grievant and the administrator concerned.
2. If no response to a grievance is made within the stipulated time limits, the grievant may file the grievance at the next step. If the grievant does not file a grievance or an appeal within the time limits specified for each step, the grievance shall be considered waived at such point.
3. Hearings relative to this grievance procedure shall be conducted in such a manner as not to conflict with the regularly scheduled school day for the member or members involved, except as may be arranged with approval of the administrator involved. A member engaged during the school day on behalf of the Association with any representative of the Board in any grievance shall be released from regular duties without loss of salary.
4. If a grievance is filed after May 15 in any school year and strict adherence to the time limits may result in hardship to any party, the parties shall make reasonable efforts to process the grievance prior to the end of the school year or as soon thereafter as possible.
5. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
6. All participants in this grievance procedure shall be exempt from discipline, reprisal, coercion, or intimidation because of such participation.

A grievant has the right to Association representation at all meetings and hearings involving the grievance, if requested.

7. Members have the right to present grievances and have them adjusted, without the intervention of the bargaining representative, as long as the adjustment is not inconsistent with terms of this Agreement and as long as the bargaining representative has the opportunity to be present at the adjustment.
8. The Association has the exclusive right to file and process grievances.
9. At each formal step of this procedure, copies of all written grievances and all responses to grievances shall be provided for the Superintendent, the Association President, and the grievant.

C. Procedural Steps

1. The member and his/her immediate supervisor are encouraged to resolve problems through informal communications. If a member believes there is a basis for a grievance, the matter shall be discussed with the principal within ten (10) days of the date of the incident giving rise to the grievance, in an effort to resolve the matter informally. The principal shall have ten (10) days to follow up on the matter and, if possible, to effect a resolution.

2. Formal Procedures:

Should the informal procedures fail to satisfy the grievant, a grievance may be processed as follows:

STEP I:

The grievant may, within ten (10) days following the informal procedures, but in no event more than thirty (30) days from the date of the incident giving rise to the grievance, present to the principal a written grievance. If a grievable event occurs following the last teacher work day of the year, the timelines for filing a grievance pursuant to this Article shall not commence until the first work day of the next teacher year. Within ten (10) days after receipt of a grievance, the principal shall indicate the disposition of the grievance by completing the appropriate portion of the grievance form.

STEP II:

If the grievant is not satisfied with the disposition in Step I, the grievant may, within ten (10) days after receipt of such disposition, submit a written appeal to the Superintendent. A hearing shall be conducted within ten (10) days after receipt of the appeal. The Superintendent shall take action on the appeal within ten (10) days after the hearing by completing the appropriate portion of the grievance form.

STEP III:

If the grievant is not satisfied with the disposition in Step II, the grievant may, within ten (10) days following receipt of such disposition, submit a written appeal to the Board. Upon receipt, the Board will set a date for a hearing and notify the member as to the time and place. This hearing will be conducted in Executive Session and will occur at the next scheduled Board meeting provided the Board receives the grievance at least forty-eight (48) hours in advance. The action taken by the Board and the reasons therefore will be given in writing within ten (10) days of the hearing.

STEP IV

If the grievant and the Association are not satisfied with the disposition in Step III, the Superintendent and the Association may mutually agree to refer the grievance to mediation using a mediator from the Federal Mediation and Conciliation Service (FMCS). The Association must notify the Superintendent within ten (10) days following receipt of the written disposition in Step III if it is interested in considering mediation. Mediation will be done at no cost to either party.

STEP V:

If the grievant is not satisfied with the disposition in Step III (or termination of the mediation process under Step IV, if mediation is used), the grievant may request arbitration by filing a written request with the Association (with a copy to the Superintendent) within ten (10) days following receipt of the Step III response to the grievance (or termination of the mediation process under Step IV, if mediation is used). The Association shall have exclusive right to determine whether to appeal the grievance to arbitration, making such appeal by filing with the Superintendent a written notice of appeal to arbitration within ten (10) days of the grievant's receipt of the Board's Step III response (or termination of the mediation process under Step IV, if mediation is used). Any grievance not appealed to arbitration within the 10-day limit above shall constitute waiver of such grievance.

Within ten (10) days, the Association shall jointly petition the American Arbitration Association (AAA) for a list of arbitrators. A copy of the Association's petition will be furnished to the Superintendent. The arbitrator shall be chosen from the list in accordance with the AAA procedures. Either party shall be entitled to request a second list. Selection of the arbitrator shall be governed by the AAA's Voluntary Labor Arbitration Rules.

The arbitrator shall conduct a hearing in accordance with the Voluntary Rules and Regulations of the AAA.

The arbitrator shall hold the necessary hearing promptly and issue the decision within thirty (30) days or such time as may be agreed upon. Decisions shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding on the Board, the administration, the Association, and the grievant(s). The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provisions of this Agreement. The arbitrator shall be confined to the precise issue(s) submitted and shall have no authority to determine any other issues. Costs for services of the arbitrator and the AAA shall be borne equally by both parties.

D. Grievance Form

The form to be used in processing grievances shall be that attached hereto as Appendix A. This form will be available from an Association building representative.

ARTICLE III – LEAVES (PAID AND UNPAID)

A. Sick Leave

1. Sick Leave Accumulation

- a. All members shall accrue sick leave at the rate of one and one-fourth (1 ¼) days per month to a maximum of fifteen (15) days per year. Sick leave for part-time members will continue to be earned and accrued proportionately in accordance with past practice notwithstanding the 2011 amendment to O.R.C. 3319.141 that would otherwise apply in the absence of this provision (for example, a half-time teacher would accrue sick leave at the rate of 1¼ half days per month and 15 half days per year). Unused sick leave shall accumulate to a maximum of 245 days.
- b. Each new employee who has no accumulated sick leave shall be advanced a minimum of five (5) days at the beginning of employment. The sick leave shall not be added to, or supplement the amount that the member earns on the basis of completed months of service. Members utilizing the advanced days and terminating employment prior to accruing the advance days will have such days deducted on a per diem rate at final salary settlement.
- c. A member can transfer sick leave from previous public employment according to the provisions of O.R.C. 3319.141.
- d. Total accumulated sick leave days and days used will be recorded on each pay stub.

2. Sick Leave Usage

- a. Sick leave may be used for personal illness, injury, condition/illness related to pregnancy, or exposure to contagious disease. The member must submit all sick leave requests through the Kiosk. Sick leave may be used during a pregnancy and for six (6) calendar weeks or whatever period of time after delivery of the child that a physician deems the mother to be disabled. A father may use up to five (5) days of sick leave after the birth of a child to assist in the care of the mother and/or child. This does not preclude further use of sick leave by the father if complications arise.
- b. Members shall be allowed to use ten (10) days of sick leave and additional days approved by the Superintendent during any one school year in cases of illness or death in the member's immediate family or to attend the funeral of a relative not covered in the immediate family. Immediate family shall be interpreted as spouse, child, parent, parent-in-law, sibling, grandparent, or grandchild regardless of residence, or any other individual living in the same household.

- c. Any member may also use (within the 10-day limit) sick leave to attend the funeral of relatives not covered by Section 2.
- d. An affidavit will be required to be completed and submitted to the local Superintendent upon return to work. Illness beyond three (3) days may require a medical certificate from a physician. The Board, at its expense, may require a second opinion from a Board-selected physician as a condition of granting such leave for more than fourteen (14) consecutive work days. This cost will be paid directly by the Board with no out-of-pocket cost to the member at any time and the second opinion applies only to the condition of the employee.

3. Sick Leave Pool for Catastrophic Illness/Injury

A Sick Leave Pool is hereby established to provide a member who has exhausted all available paid leave with an opportunity to apply for additional sick leave days for a catastrophic illness or injury of the member or a member of his/her immediate family. The following principles govern the operation of the Pool.

- a. The Pool shall be administered by a committee composed of three (3) members appointed by the Association President and two members appointed by the Superintendent. All decisions shall be made by secret ballot and by unanimous vote of all committee members. Decisions are final and cannot be grieved under Article II of this Agreement or challenged by any other means.
- b. The member (or some other member if the employee requiring additional leave is incapacitated) shall present the request for additional leave to the Association President, with a specification of the number of days requested. The President shall present the request to the committee, which may demand medical proof of the catastrophic nature of the illness/injury and confirmation of the estimated recuperation time.
- c. The Association President and Superintendent shall mutually devise a form upon which a member may elect to contribute earned and accrued sick leave days to the Pool. A member cannot contribute more than five (5) days in a school year and that member's sick leave balance, after the contribution, cannot be fewer than twenty-five (25) days. The Association President will compile the executed forms and forward them to the Board's Treasurer. Donations become effective as of the ensuing July 1. The Treasurer will provide notice to the contributing member of the number of days being deducted from that member's sick leave balance as of that July 1.
- e. The maximum number of days in the Pool that can be awarded by the committee to a requesting member is:

Twenty (20) days if the member has less than four (4) years of Ohio public school teaching service;

Fifteen (15) days if the member has at least four (4) but not more than ten (10) years of Ohio public school teaching service;

Ten (10) days if the member has more than ten (10) years of Ohio public school teaching service.

If more days are needed, a new request must be presented to the committee. In no event will the committee approve more than two (2) requests for the same catastrophic illness or injury.

- e. The Pool is not intended to be used in lieu of seeking disability benefits under O.R.C. Chapter 3307 and the committee, in acting on a request, may take into account whether the member has or will apply for such disability benefits.
- f. The following definitions apply for purposes of administering the Pool:

“School year” means July 1 through June 30.

“Immediate family” means the requesting member’s spouse, child, or parent.

“Catastrophic illness or injury” means a truly extraordinary illness or injury that is life-threatening or long-term in nature and that requires urgent and ongoing medical care. By way of example, a diagnosis of cancer is not inherently catastrophic, but could be deemed catastrophic if disabling or life-threatening; similarly, a pregnancy or childbirth is not inherently catastrophic, but a life-threatening or long-term and disabling pregnancy-related complication could be deemed catastrophic.

B. Personal Leave

Each member shall be entitled to three (3) unrestricted days of personal leave each year.

Each member who does not use his/her three unrestricted personal days during a given year will be paid \$100.00 for each day not used.

Requests for personal leave must be submitted through the Kiosk and then will be automatically routed to the immediate supervisor (principal or Superintendent). Requests must be submitted at least one (1) week in advance but exceptions will be made in emergency situations. Personal leave may be granted during restricted times of the school year, with a maximum of five (5) members, at the discretion of the Superintendent. Restricted times year will be the first or last two weeks of school, the day before or the day after a holiday, or for the express purpose of extending a vacation. Days of personal leave will not be granted in succession without the approval of the Superintendent. The Superintendent will have the final decision on requests that do not meet the stated provisions.

C. Professional Leave

All members will be entitled to two (2) days of professional leave each school year. These days may be used together or separately. They may be used to attend professional meetings, workshops, clinics, or other school visits which coincide with a member's teaching area.

Professional leave requests must be submitted through the Kiosk at least one (1) full week in advance and should not fall on the day before or the day after a scheduled vacation nor during the first and last weeks of school. It is the Board's intent that professional leave be used by members to improve their skills and grow professionally. It is also an attempt to equalize and standardize the professional opportunities of all members.

All additional professional days beyond the two (2) mentioned above must be submitted to the Superintendent for approval. The following regulations are established to provide definition and a framework for the use of professional leave days.

Budgets:

By not later than the first day of the teacher work year, the Superintendent will notify the elementary, middle and high school principals of the Board-approved allocated professional leave budget for his/her school as to that school year. By not later than December 1, the Treasurer will notify each principal of the amount of the transfer for that school year, if any, generated by operation of Article IV, Section M of this Agreement, which amount will be allocated among the elementary, middle and high school professional leave budgets for that year in the same proportions as these schools' initial budgets for that year. It is mutually understood that this transfer amount, if any, is in addition to and not in lieu of the initial budgets communicated to principals by the Superintendent by the first day of the work year under this provision. It is further understood that this transfer amount will be allocated to Category B Professional Leave activities.

Category Definition and Reimbursement Schedule:

Category A:

Where a member has been invited to serve in an official capacity at regional, state, or national professional meetings, OR where a member has been directed by the Superintendent to attend a professional meeting. Members directed by Administration to attend a professional meeting/training will still be allowed two (2) days of professional leave of their own choosing.

Reimbursement:

1. Pay mileage reimbursement for automobile travel.

2. Pay for bus, train, or plane fare, whichever is judged as the most satisfactory means of transportation.
3. Pay actual cost of food and lodging.
4. Pay actual costs of registration.

Category B:

Where attendance is designed to benefit the member and through this indirectly the District, but where the Administration has not specifically requested this attendance.

Reimbursement:

1. Pay mileage reimbursement for automobile travel, not to exceed 500 miles or \$150.
2. Pay actual amount of room not to exceed \$150 per day and actual food not to exceed \$35 per day.
3. Pay actual cost of registration
4. It is mutually understood that adjustments in the application of the above guidelines may be made by consensus of the principal and member, case-by-case, for the purpose of facilitating professional leave opportunities for other members.

Category C:

In addition to all professional leave described in the preceding paragraphs, head coaches shall be entitled to two (2) days annually and all other coaches shall be entitled to one (1) day annually to attend athletic clinics and/or tournament games. Reimbursement for expenses incurred by the coach will be paid out of the Athletic Fund and will be calculated in accordance with the Athletic Department's published guidelines.

Additional Requirements: (All Categories)

All requests for attending meetings, conferences, workshops, etc. are subject to the following requirements:

1. The member must enter the day in the Kiosk at least one (1) full week in advance of when the professional leave is taken. All expenses must be entered in the Kiosk in order to be paid or reimbursed. If the expense is not listed, it will not be paid or reimbursed to the member.
2. The request will then be automatically routed for approval by the building principal and that approval must be granted before the request may be submitted to the Superintendent.
3. Evidence of the meeting to be attended must be presented with the requisition form if the District is paying for the registration or any other associated costs.

4. Requisitions must be put into place for all expenses listed in the Kiosk entry for the professional leave request. Failure to provide this documentation will result in no reimbursement. Amounts listed on the requisitions shall not exceed amount requested in the Kiosk submission. Professional leave printout form shall accompany all requisitions for travel submitted through the Kiosk. Detailed receipts covering costs incurred while attending meetings and a certificate of attendance must be presented to the office of the Treasurer before the member may be reimbursed for his/her expense. Such receipts must list all items purchased and the back of the receipt must list the event title and what was being discussed. If this information does not accompany the receipt, the meal reimbursement may be taxable income to the member.
5. The Board will provide and pay for a substitute, if needed.
6. All requests are subject to final approval of the Superintendent.
7. Following professional leave, the member shall provide the Administration with a brief written summary of the experience (see Appendix D). The Administration will determine if the member will make a presentation about the experience.

D. Assault Leave

The Board will grant assault leave to members absent due to a physical disability resulting from a physical assault providing the following conditions are met:

1. Any member who must be absent due to a physical disability resulting from an assault stemming from a school issue, that is sustained while attending school activities, will be paid his/her full compensation for a maximum of thirty (30) workdays.
2. Assault shall be defined as unlawful physical contact resulting in bodily injury to a member.
3. The member shall furnish to the Superintendent a written, signed statement describing the circumstances and events surrounding the assault, including the location, date, and time of the assault, plus names and addresses of witnesses, if known.

The member shall also furnish a written, signed statement from a physician as to the nature of the injury sustained causing the absence. If medical attention is required, the doctor shall state the nature and duration of disability.

4. Upon receiving the above statements, the Superintendent shall review the statements and conduct any further investigation deemed advisable prior to granting the assault leave.

5. The member will be required to complete the necessary police reports to facilitate legal action on behalf of the member when appropriate.
6. Assault leave shall not be charged against sick leave earned or earnable by the member.
7. Assault leave shall not be granted in cases of physical disability resulting from the assault of one school member by another member.
8. A prerequisite for qualifying for assault leave shall be that the individual in question must apply for Workers' Compensation. The Board will only pay the difference between Workers' Compensation paid and the member's regular salary. Should a delay occur in the receipt of Workers' Compensation benefits, the Board shall maintain the member on full pay status with the understanding that delayed Workers' Compensation benefits will be signed over to the Board when received by the member.
9. Assault leave as provided herein shall terminate at such time Workers' Compensation benefits are terminated or within thirty (30) workdays, whichever comes first.

E. Association Leave

A maximum of four (4) days shall be granted annually to the Association President or delegate or alternate for attendance at OEA activities. This leave must be entered in the Kiosk as "other leave" at least one (1) full week before the leave is taken.

F. Jury Duty/Legal Obligations

Members, including full-time and regular part-time, will receive regular compensation while serving as a juror provided the check received for jury duty (except meal, travel and housing allowances, if applicable) is endorsed payable to the Board. Such leave shall not be deducted from any other leave. Jury duty must be entered in the Kiosk.

The Board will also grant leave with pay to members subpoenaed or required to make a court appearance (other than personal criminal prosecution if found guilty) for District-related matters. Such leave must be entered in the Kiosk. At no time will a member be paid for absence while testifying in matters adverse to the Board if the member is subpoenaed by or called on behalf of the Association or any of its individual members and the decision rendered is in favor of the Board.

Members required or subpoenaed to attend court proceedings on non-school related matters will be paid for up to three (3) days of required attendance in an amount equal to the employee's regular daily rate. Unrestricted personal leave (if available) shall be granted for required attendance beyond the three (3) days. Unpaid leave will be granted for required attendance that exhausts above options. Additional paid days may be

granted at the discretion of the Superintendent. A copy of the summons or subpoena must be provided to the Superintendent prior to the court appearance.

G. Unpaid Leaves

1. An unpaid leave for up to one (1) year shall be granted by the Board to members for the following reasons:
 - a. Illness or other disability (O.R.C. 3319.13)
 - b. Parenthood
 - (1) Parenthood leave is defined as post-maternity or post-adoption leave. If the adopting agency requires a period of pre-adoption counseling, that shall be considered part of parenthood leave.
 - (2) The request for leave should be made in writing at least thirty (30) days prior to the expected delivery date.
2. The Board may, but shall not be obligated to do so, grant an unpaid leave for the following purposes if so recommended by the Superintendent:
 - a. Educational or professional purposes
 - b. Election to political or professional office
 - c. Any other appropriate purpose
3. A member desiring unpaid leave shall present, in writing, a request clearly stating the reason and requested duration of the leave to the Superintendent. When the reason is illness or other disability, a member shall also attach a doctor's statement.
4. Additional leave of up to one (1) year may be granted by the Board upon request prior to the expiration of the current leave.
5. Members on unpaid may choose to continue participation in all group insurances by remitting the premiums to the Board Treasurer. Such remittance shall not be required more than thirty (30) days in advance. Upon separation from employment, the member shall have the right to assume such coverage at his/her own expense under the terms provided by COBRA; however, if the member is on a recall list such terms shall not be limited to health insurance but may, at the member's option, include any and/or all insurances available at the time of separation.
6. The member may choose to request unpaid leave under the federal Family and Medical Leave Act or this Agreement. If FMLA leave is chosen, the member and

the Board shall have all the rights and responsibilities provided under the Act and Board policy. A member is not required to utilize FMLA leave concurrently with sick leave.

H. Return from Unpaid Leave

Any member on unpaid leave who wishes and is scheduled to return at the beginning of the following school year shall notify the Superintendent of such intention not later than April 1. Failure to provide such notification by April 1 shall result in forfeiture of all job rights and the employee will be considered to have submitted a letter of resignation. Return to the school system from a leave due to illness or other disability shall be accompanied by a doctor's statement indicating that the member is capable of resuming his/her assigned duties.

Upon return from an unpaid leave, a member shall resume the contract status held prior to such leave and will be returned to a position for which he/she is certified/licensed. Members using any Board-approved leave shall not lose seniority held prior to the leave nor (except for leave under the Family and Medical Leave Act) shall they gain additional seniority for the time on leave.

I. Sabbatical Leave

1. A member who has completed five (5) years of service for the Board may apply for leave in accordance with this Article for purposes of professional improvement. Members requesting such leave must submit with their applications a detailed plan for professional growth, indicating its value to the applicant, pupils of the member, and the District generally. The application and plan must be submitted by March 1 for the next school year. The Board shall act on the application and notify the member of its action by June 1.
2. The Board may not approve sabbatical leaves for more than five percent (5%) of the bargaining unit for the same semester or school year. Applications shall be approved for one (1) semester or one (1) school year only.
3. A member on sabbatical leave may continue to participate in group insurance by paying the insurance premiums to the Treasurer on a timely basis. The Board shall pay a partial salary to a member on an approved sabbatical leave not to exceed the difference, if any, between the member's regular contract salary and the replacement member's salary.
4. The Board shall not grant a sabbatical leave to the same member more often than once in five (5) years of service to the District.
5. Within sixty (60) days after the expiration of the leave, the member must make a written report to the Superintendent detailing the use and accomplishments of the leave. If the leave was for graduate study, the member must also present to the

Superintendent a copy of the college or university transcript. The member must teach in the District for a least one (1) year following expiration of the leave, unless the member has completed twenty-five (25) years of teaching service in Ohio prior to the beginning of the leave.

6. A member on sabbatical leave shall not earn sick leave, personal leave or service credit on the salary increment while on leave. The leave shall not constitute a break in service and the member upon return shall resume the sick leave and service credit which the member had immediately prior to beginning the leave.

J. Other Leave

The Board, at its sole discretion, may grant a leave for any other reason deemed appropriate.

ARTICLE IV – SALARIES AND FRINGE BENEFITS

A. Salaries

Effective July 1, 2016, the starting salary shall be \$34,530. (See Appendix B-1.) Members will receive horizontal column movement on the salary schedule in accordance with the customary rules. Vertical step movement on the salary schedule will be based on years of service. Members will be placed on the new scale without a loss of current 2015-2016 compensation and will then move to the next vertical step when it becomes years of service appropriate. Effective with the 2017-2018 school year, the base salary shall increase by an additional 1.75%. Effective with the 2018-2019 school year, the base salary shall increase by an additional 2%.

B. Index For Salary Schedule

The salary schedule shall be indexed as reflected on the schedules attached as Appendix B.

C. Service Credit/Experience

New members shall be granted service credit for up to ten (10) years of previous experience, and may be granted service credit for up to eighteen (18) years of experience. Credit shall be calculated in accordance with the O.R.C.

D. Advance on Salary Schedule

When a member completes additional training which would qualify the member for advancement to the next column on the salary schedule, the salary of the member will be adjusted effective as of September 20 or January 20 if evidence of such training is submitted. Appropriate evidence of additional training shall consist of an official transcript of credits or, until such time as a transcript is available, a grade slip or official letter from the college or university will suffice. To advance to a Masters degree + column, all plus hours must have been taken after the degree was awarded.

E. Extended Service Pay

Members on Extended Service contracts (beyond the normal 184 days) will be paid on a per diem rate submitted by timesheet in full day increments by December 31 and at the end of the school year. A timesheet submitted prior to the December 31 or end-of-school year deadline is not to be turned in until the total equals 7.5 hours or a multiple of 7.5 hours.

F. Supplemental Pay Schedule

Members who serve in supplemental positions shall be compensated in accordance with the schedule attached as Appendix C. The compensation for non-bargaining unit persons

who serve in Supplemental positions shall be established by the Board, but shall not be higher than the rate established for members.

G. Complimentary Passes

Complimentary General Admission passes for all local school events will be issued to each member. These passes, for events only, will cover the admittance of the bargaining unit member and an adult guest.

H. Pay Periods

There will be twenty-six (26) pays per year. The first pay shall fall on the second Friday following the member's first workday and continue every other Friday until twenty-six (26) pays are issued for the first year of this Agreement. Thereafter, paydays will fall on every other Friday. All members will be paid by direct electronic deposit.

When a year has fifty-three (53) Fridays, it is mutually recognized that twenty-seven (27) pays will occur in that calendar year.

I. Collection of Final Pay

A member who is leaving the District at the end of the school year due to resignation, non-renewal, or staff reduction may continue to receive his/her pay according to the twenty-six (26) installment plan with continuation of all fringe benefits or may elect to receive the balance of salary due in one lump sum which would result in cancellation of all fringe benefits.

J. Daily Rate of Pay

An individual's daily rate of pay shall be calculated by dividing the member's basic salary, exclusive of all supplemental salary, by the number of contract days in the regular school year.

K. Extra Duty Pay

When upon prior approval by the Administration, a member agrees to play the role of a substitute by:

- Covering a class of an absent employee by choosing to lose their scheduled building planning period;
- Covering a class of an absent employee by doubling up classes (but see below as to the elementary level);

the member will be paid at the rate of twenty-four dollars (\$24.00) per hour or fraction thereof (rounded to the nearest quarter hour) being covered or doubled after turning in the correct time sheet.

- At the elementary level, if the students reassigned to a teacher while he/she is with his/her assigned class is ten (10) or fewer students, the hourly rate will be reduced to twelve dollars (\$12.00). Special teachers (e.g. Art, Music, Title I) will not be used as substitutes to cover a class until the above options have been exhausted.

A member will receive a stipend of \$150 for additional work performed outside of his/her regular work day hours supervising, grading, and being the teacher of record for on-line, credit recovery, and advanced study courses. Payment will be made by not later than the second regularly scheduled pay date following completion of the work.

L. College Credit Plus

1. The opportunity to teach any course offered by the school district through College Credit Plus shall be offered to all members of the bargaining unit who are qualified to teach the course. In the event of multiple qualified candidates, the Superintendent will designate the successful candidate. This section supersedes Article V Section B of the agreement.
2. Teaching a course that qualifies for College Credit Plus shall be voluntary on the part of the teacher.
3. Any member who teaches a course that qualifies for College Credit Plus shall be offered a professional development day to visit the participating institution of higher education to engage in planning with the cooperating college instructor. The teacher shall be paid his/her per diem rate of pay for the professional development.
4. Any member who teaches a course in College Credit Plus shall be paid a stipend of \$500 per course, per semester. The class must have a minimum enrollment of five (5) students taking the class for college credit. Payment will be made by not later than the second regularly scheduled pay date following completion of the work.
5. Any member who teaches a course in College Credit Plus shall be provided one half professional leave day at the end of each semester in order to fulfill required administrative responsibilities (e.g., grading the course, etc.).
6. No existing member will lose their job as a result of the district's participation in College Credit Plus. This provision will expire and be deemed removed from this agreement one (1) minute prior to the midnight June 30, 2019 expiration of the remainder of this agreement.
7. To the extent possible, all students enrolled in a College Credit Plus class shall be scheduled together into one class for instruction.
8. A member will be reimbursed fifty percent (50%) of the member's actual payment towards the cost of hours taken to achieve the qualifications to teach College Credit Plus classes in the District. A member utilizing this program cannot participate in the regular tuition reimbursement (Article IV Section M of this agreement) until completion of the qualification process. If a beneficiary

under this provision leaves the District voluntarily before a period of two (2) full school years following reimbursement, the Board shall recoup its expenditure from the member.

M. Mileage Reimbursement

Mileage reimbursement shall be at the IRS rate as of January 1 of each year.

N. Tuition Reimbursement/Assistance

The Board will reimburse a member for his/her actual payment not to exceed \$375 per semester hour; or \$250 per quarter hour

A max of \$2,700 per year per member in any one (1) school year provided the following is adhered to:

1. There shall be a maximum allocation of \$25,000 per year. Any remaining amount will be transferred into the Professional Leave budgets identified and addressed in Article III, Section C of this Agreement. If the requests exceed the \$25,000 cap in any year, the reimbursement will be prorated.
2. Courses taken must place emphasis upon the member's teaching field or related teaching field. This could include administration and guidance courses.
3. Courses must be approved by the Superintendent before the course work is begun.
4. The member must file a transcript of credits showing additional course work with the local Superintendent who will then notify the Treasurer.
5. Reimbursement will be made in October for work completed the previous year provided the member returns to teach in the District.
6. If a beneficiary under this Section leaves the District voluntarily before a period of two (2) full school years following reimbursement, the Board shall recoup its expenditure from of the member.

O. Payroll Deductions

Payroll deduction authorizations will be accepted for any of the following:

1. Annuities:

The Treasurer, upon written request and authorization of any member, is authorized and directed to make salary reductions and pay these amounts as

monthly premiums on tax-sheltered annuities. Payroll deductions may be requested any time during the year, however only one (1) start-up or change (increase or decrease) may be made by a member during any program year (October 1-September 30). To initiate a new annuity deduction program, at least seven (7) members must initially enroll in the new program.

2. Supplemental Insurance:

A member may authorize payroll deductions for cancer care or other supplemental insurance coverages which have been Board-approved. To initiate a new insurance program at least seven (7) members must initially enroll in the new program.

3. Association Dues:

Payroll deductions for Association, Northwestern Ohio Education Association, Ohio Education Association, and National Education Association dues will be made for members who authorize same in writing. These deductions will start with the first pay in November and will be evenly deducted from twenty (20) pays, twice each month from November through August. Notification to the Board Treasurer of authorization for payroll deduction must be no later than October 15 for current members. Employees newly hired during the school year will be allowed to authorize dues deduction during their first thirty (30) days of employment.

For individuals who authorize same, dues deductions shall be on a continuous basis from year to year unless the member notifies the Treasurer otherwise in writing (with a copy to the Association President) during the first fifteen (15) days of the school year.

The Association shall defend, indemnify and hold harmless the Board, and any and all officers and members of the Board, against any and all claims or costs arising from or in any way related to the implementation of the deductions authorized by this Section. If a mistake is made in a deduction, the mistake will be rectified as soon as possible.

4. Credit Union:

Payroll deductions shall be made by the Board for all members who authorize same for purposes of diverting a portion of their salaries to a credit union.

5. United Way:

Members may authorize that United Way contributions be made by the payroll deduction method.

6. FCPE (formerly EPAC):

Members may authorize the deduction of donations to the Ohio Education Association's Fund for Children and Public Education by October 15.

P. Severance Pay

Upon retirement or death, members will be compensated for one-fourth (1/4) of accumulated sick leave. Severance pay will be calculated at the member's base daily rate of pay.

In the case of death, severance will be paid to the beneficiary(ies) designated by the employee on the form attached as Appendix J. If there are no designated beneficiaries, severance shall be paid to the estate of the deceased employee.

P. Insurance Benefits and Options

The Board will pay up to the following amounts/percentages per month toward the premiums for member insurance benefits:

- Full-time members eligible for family coverage will receive: 85% of CMM (Comprehensive Major Medical Plan B) plus 100% of dental, vision, and life insurance premiums.
- Full-time members eligible for single coverage will receive: 85% of CMM (Comprehensive Major Medical Plan B) plus 100% of dental, vision, and life insurance premiums;
- Part-time members' benefits will be prorated.
- Members who choose coverage which exceeds the Board's approved amount will pay the difference through payroll deductions.

Coverages and benefits will be maintained at current levels except as otherwise may be mutually agreed or mandated by law.

The Board reserves the right to place the medical insurance coverage up for bid in an attempt to lower costs under the following conditions:

- (1) The Association shall have a minimum of thirty (30) days advance notice to investigate any carrier being considered by the Board and to raise questions and/or concerns regarding same; and
- (2) Should a new carrier be selected by the Board all benefits will equal or exceed those in effect during the previous school year.

1. Group Life Insurance

Premiums for a \$50,000 group life plan will be paid by the Board.

2. Dental Insurance

Coverages and benefits will be maintained at current levels except as otherwise may be mutually agreed.

3. Vision Insurance

Coverages and benefits will be maintained at current levels except as otherwise may be mutually agreed.

4. Section 125 Plan

The benefits provided by Section 125 of the Internal Revenue Code shall be made available to any member requesting that their benefit elections be nontaxable. An amount not to exceed fifty percent (50%) of salary may be set aside by the member for the selection of benefits, under Section 125 of the Internal Revenue Code, which includes the nontaxable benefits of major medical, disability, cancer, dental, non-reimbursed medical, and dependent care. This plan shall be administered by the Board with American Fidelity Insurance as the enroller and record-keeper. American Fidelity Insurance shall provide the District a hold harmless and an administrative agreement, in form satisfactory to the Board, that will further hold the Board risk-free under the IRS provisions regulating non-reimbursed medical payment.

Neither the Board nor the member shall incur any fees for the setup, enrollment and administrative services provided. If the plan is no longer available under the above referenced conditions, or if the parties are dissatisfied with the performance of American Fidelity, the obligation of the Board to offer the plan shall cease and the parties shall meet to renegotiate.

6. Waiver of Insurance

- a. Any member who is eligible for the health insurance program during the life of this may withdraw from the entire program (hospitalization/major medical, dental, and vision). The waiver program will operate on a school year (September through August) calendar.

If a full-time member elects to withdraw from the insurance program as provided above, the member shall receive a stipend of \$2,500.00 for each school year of nonparticipation.

If a part-time member elects to withdraw from the insurance program as provided above, he/she shall receive \$1,250.00 family or single for each school year of nonparticipation.

- b. In the event of a change in marital status through death, divorce, or marriage, or if a spouse loses his/her present insurance coverage, the member may re-enroll in the program. However, if none of the above is applicable, the member may not re-enroll until the next open enrollment period.
- c. It shall be the responsibility of the member to notify the Treasurer's office in writing during the month of June if he/she desires to withdraw from the insurance program for the next school year.
- d. Payment of the stipend shall be made to the member either (1) in one installment by separate deposit during the month of November of the school year of nonparticipation, or (2) spread evenly over the remaining pays of such school year; however, if employment is severed prior to the following June, or if re-enrollment occurs under b. above, the member will refund a prorated amount or, if the member opted to spread receipt of the stipend, the remaining payments will then be discontinued.

R. STRS Pick-Up

The Board agrees to "pick up" a member's STRS contributions in accordance with current practice and the O.R.C. The amount designated as "picked up" by the Board shall be included when computing final average salary, daily rate of pay, severance pay, supplemental salary, and extended service pay.

S. Background Check Reimbursement

The Board will reimburse a member for the actual cost of a mandatory FBI and/or BCI criminal background check up to a maximum total reimbursement of Forty Dollars (\$40) every five (5) years. This provision does not apply to any check required of a newly hired member.

ARTICLE V – EMPLOYMENT PRACTICES/WORKING CONDITIONS

A. Assignments and Transfers

Transfer requests should be made in writing to the Superintendent by March 1 of each year. Prior to the last day of school each year, each member shall be notified in writing of his/her assignment (building, subject(s), and/or grade level) for the succeeding school year. After such written assignment has been issued, no member will be transferred from one position to another without first having an opportunity for a conference with the principal and/or Superintendent.

No member shall be involuntarily transferred from one position to another if there is a member willing to fill the position and if the Superintendent deems such to be in the best interest of the students and the operation of the District.

B. Vacancies/Promotions

As vacancies in teaching, administrative, and supplemental positions become known to the Administration, and after teaching vacancies have been offered to all qualified individuals on the Reduction in Force recall list, the vacancies shall be sent by email to members in each building.

Within ten (10) days after a vacancy has been sent by email to members, members of the present staff interested in positions announced shall submit a written statement to the Superintendent indicating the position desired. All such requests shall be given full consideration before an employment recommendation is made for any position posted as a vacancy.

First consideration in priority for interviewing for all vacancies shall be given to the most senior, properly qualified personnel from within the District. All qualified applicants will be interviewed. If an applicant is not given the position, he/she will have the right to meet with the superintendent to discuss the basis of the decision.

C. Definitions (Applicable only to Sections A and B above)

1. The word assignment denotes teaching area, subject and/or grade level.
2. The word re-assignment denotes a change in teaching area, subject and/or grade level within a building.
3. The word transfer denotes a change in teaching area, subject and/or grade level from one building to another.
4. Seniority is the number of years of continuous service in the District, including time spent on approved leaves that still allow members to accrue vertical salary schedule credit.

5. The term vacancy denotes any of the following:
- a. a newly created teaching position, or an existing position that the Board intends to fill.
 - b. a teaching position created by transfer, approved resignation, retirement, or leave of absence that the Board intends to fill.
 - c. A supplemental position created by transfer, approved resignation, retirement, or leave of absence that the Board intends to fill.

D. Class Size

The Board recognizes the importance of providing for individual pupil differences through the maintenance of reasonable class sizes and class load for instruction. The Association will have the right to make a presentation to the Board and make recommendations related to class size problems at their discretion.

E. Contracts (Limited & Continuing)

Members will be granted limited contracts in the following sequence, except as indicated below:

1 st Contract	One (1) Year
2 nd Contract	One (1) Year
3 rd Contract (and all subsequent limited Contracts)	Two (2) or More Years

Members having an identifiable problem can be placed on a one-year contract with reasons directed at professional improvement with an attainable written plan of action/specific instruction for improvement developed by Administration and employee.

Any member employed under a limited contract shall be deemed re-employed at the expiration of such limited contract unless the Board adopts a resolution in public session of its intention not to renew the employment of the member following the guidelines of O.R.C. 3319.11.

Members shall be deemed eligible for a continuing contract in accordance with the O.R.C. 3319.11; however, no member shall be deemed employed on a continuing contract by operation of law unless he/she can show evidence of having applied for and/or receiving a professional, or permanent certificate (under prior law) or holds a professional educator license (under current law).

A member who becomes eligible for a continuing contract during the unexpired term of a multi-year limited contract shall be considered for continuing contract status by the next regularly scheduled May Board meeting subsequent to fulfilling the eligibility requirements. In order to be considered by the May Board meeting, the member must give notice of eligibility to the Superintendent by the end of the first semester.

Each member must maintain those certification/licensure areas required for their 1989-90 teaching assignment. Each newly hired member must maintain those certification/licensure areas required for their initial assignment.

F. Supplemental Contracts

Members employed and compensated by the Board for approved supplemental duties in addition to regular teaching duties, shall be employed on supplemental contracts. These contracts shall be separate from and in addition to the member's regular teaching contract, and supplemental duties are to be performed outside of the duties and responsibilities of the regular contract.

1. All supplemental contracts which are issued for positions on the Supplemental Salary Schedule shall automatically expire at the end of their term without further action or notice by the Board. If the Superintendent intends to recommend the same individual for re-employment for the same duty, the position need not be posted. The supplemental contract shall include:
 - a. The year the contract will be in force;
 - b. Specific assignment (Freshman Football, H.S. Marching Band, etc.);
 - c. Rate of pay; and
 - d. Signature of the member and date of signing.
2. Members shall be compensated for supplemental duties for which they are employed in accordance with the Supplemental Salary Schedule included as Appendix C.
3. Before the Board implements a salary for a new supplemental position or for a supplemental position which is a combination of former positions, it will negotiate in good faith with the Association with respect to the salary for the position.
4. Seasonal supplemental contracts will be paid in a lump sum at the conclusion of seasonal activities. Full-year supplemental contracts will be paid in a lump sum at the end of the year unless the member opts to have the compensation spread over twenty-six (26) regular pays.
5. Supplemental positions will have job descriptions and a copy of each description will be given to the Association President. The Administration and the Association will jointly develop the job descriptions, although the final decision is retained by the Administration. The evaluation format for supplemental positions will be a checklist review using the job descriptions.

G. Curriculum Development

Sound instruction is characterized by continuous curriculum development. Therefore, all members may periodically be assigned to a curriculum review committee to review, update, and/or write curriculum and courses of study.

Time shall be provided during the regular school day when members will be released from regular duties to work on courses of study, curriculum selection, and other curriculum-related decisions as assigned by the Administration.

H. Parent/Teacher Conferences

Parent/Teacher conferences shall be scheduled around the Thanksgiving break as follows:

Thursday prior	Normal school schedule with students plus conferences from 5:40 p.m. to 9:00 p.m.
Monday	No Classes; Teacher In-service and conferences from 5:40 p.m. to 9:00 p.m.
Tuesday	Conferences from 8:00 a.m. to 3:00 p.m.
Wednesday	Day off to compensate for evening conferences on Monday and the prior Thursday.

I. Personal Life

The personal life of a member is an appropriate concern of the Board or the Administration only when it affects the member's performance in the total educational environment. This Section is not intended to supersede O.R.C. 3319.16.

J. Personnel Files

A personnel file shall be maintained for each member in the Superintendent's office and such file shall be the only official file for the member. The file shall be kept as confidential as applicable law allows. Requests for access to the file shall be made to the Superintendent or the Board Treasurer. The member will be entitled to one copy, at no cost, of any material in his/her file.

Any notation made in the file which adversely reflects upon the member's conduct, service, character or personality shall be reported to the member and he/she will be permitted to read the notation. The member will acknowledge having read the notation by signing it and has the right to answer the notation and the answer shall be attached to the file copy.

When a complaint is made by a parent or a student or any other member of the public which is deemed serious enough to become a matter of record in the member's personnel file, the member shall be informed of the complaint and will have the right to read it, sign it, and answer the complaint with the member's answer attached to the file copy. Anonymous letters or information shall not be placed in a member's file nor shall any record be made of same.

All information placed in a personnel file shall be verified as to its accuracy and validity.

K. Reduction in Force

A reduction in force may be made in accordance with O.R.C. 3319.17 if necessary as a result of decreased enrollment of pupils, return to duty of regular members after leaves, by reason of suspension of schools or territorial changes affecting the district, or for financial reasons.

When such a reduction is deemed necessary, the following procedures shall be followed:

1. On or before May 15 preceding an anticipated reduction, except in the case of a reduction attributable to the return to duty of a regular member after a leave, the Association President shall be notified of the Board's intent to consider a reduction. A meeting shall be held between representatives of the Association and representatives of the Board to review appropriate data indicating a need for a reduction. The Association shall be informed as to why the reduction is deemed necessary, what teaching fields are to be affected, the extent of the anticipated reduction, and will be provided with a seniority list of all members.
2. The seniority list shall be prepared by listing all members according to continuous service in the District within all areas of certification/licensure. Those on continuing contracts shall be listed first according to continuous service in the District; then those on limited contracts shall be listed by continuous service in the District. The list shall include the date of initial employment (continuous) for each member.

If two (2) or more members have the same length of continuous service, seniority shall be determined by:

- a. the date of the Board meeting at which the member was hired; and then by,
- b. the date the member signed his/her initial limited contract in the District; and then by,
- c. the date on which the member submitted the first completed job application within the two (2) year period preceding the effective date of the member's first teaching contract with the Board, if the date is available.
- d. If any ties remain after a., b., and c., they will be broken by lot.

3. To the extent possible, the number of members affected by a reduction will be minimized by not employing replacements for those members who retire, resign, or whose limited contracts are non-renewed. It is recognized, however, that attrition alone may not be sufficient to accomplish necessary reductions.
4. Reductions needed beyond those covered by attrition, will be made by suspending contracts. The Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent who shall, within each teaching field affected, give preference to members on continuing contracts. Accordingly, the contracts of limited contract members will be suspended before the suspension of any member with a continuing contract within the teaching field. The Board shall not give preference to any member based on seniority, except when making a decision between members who have comparable evaluations. If the Board intends to deviate from seniority based upon the immediately preceding sentence, the Superintendent will give the Association President written notice of that fact and the circumstances surrounding such deviation will be assessed in the meeting held under Paragraph 1 above.

Should the reduction in staff exceed the number of limited contract members in the affected teaching field, then the contracts of continuing contract members in that field will be suspended to the extent necessary to achieve the reduction. The Board shall not give preference to any member based on seniority, except when making a decision between members who have comparable evaluations. If the Board intends to deviate from seniority based upon the immediately preceding sentence, the Superintendent will give the Association President written notice of that fact and the circumstances surrounding such deviation will be assessed in the meeting held under Paragraph 1 above.

In determining whether evaluations are comparable for purposes of a reduction in force, the parties will look only at the teacher performance rubric (and not the student growth component) of any OTEs evaluation until at least three (3) full years of student growth data are available.

Except where a reduction is attributable to the return to duty of a regular member after a leave, a member whose contract is suspended as a result of a staff reduction shall be given written notification no later than May 31 of the year the reduction is to be implemented. The notification shall state the reason(s) for the reduction and reason(s) for the selection of the member.

5. Members whose continuing contracts are suspended shall have the first right to restoration to active status in the teaching field, in reverse order of layoff except as otherwise required by O.R.C. 3319.17, if and when teaching positions become vacant or are created for which any of such members are or become qualified. After restoration of members with continuing contracts, those on limited contracts shall also be restored in the manner described above.

Restoration rights for members whose limited contracts were suspended shall commence upon the effective date of the suspension and shall continue through the next two (2) full school years.

Where group insurance policies permit, a member on the recall list who is unemployed and does not otherwise have group coverage available may continue to participate in those benefits which are provided to members in active employment provided the member pays the group rates for such benefits.

6. No new member will be employed while there are members on the recall list who are certificated/licensed in the teaching area in which a vacancy exists.

When a vacancy occurs, the Board shall send a certified announcement to the last known address of members on the recall list who are qualified to fill the vacancy. It is the member's responsibility to keep the Board informed of his/her current address. Any member who fails to respond in writing to the Superintendent's office within ten (10) business days, or declines a full-time position, shall forfeit all recall rights.

A member on the recall list shall, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave and salary schedule placement as the member enjoyed at the time of layoff.

7. The Administration will provide letters of recommendation for members affected by a reduction, and will attempt to provide other forms of assistance, where possible, upon the request of the member.

The personnel records and all references of those members laid off pursuant to this Article shall clearly indicate that such was due to a reduction in force and was not due to unsatisfactory performance.

L. School Year

The school year for members shall consist of one hundred eighty-four (184) days (the equivalent of 7.5 hours per day totaling 1,380 hours for the school year) which shall be distributed as follows:

- a. * 180 days of instruction (including parent/teacher conferences)
* one orientation/work day at the start of the school year
* one in-service day pursuant to part c. of this section
* one flex day pursuant to part d. of this section
* one work day at the end of the school year

- b. The Association will present its proposed calendar for the next school year to the Superintendent by December 15. The Board will consider the Association's proposed calendar in making its final calendar decision.
- c. The in-service day referenced in this section will be utilized through attendance at a Board-sponsored program, to be held each year on a date decided upon by the Board.
- d. Flex day. The flex day is to be worked (1) during the week preceding the opening of the school year, (2) on any vacation day during the school year, or (3) during the week following the work day at the end of the school year.
- e. A calamity day shall be defined as a result of disease, epidemic, hazardous weather conditions, law enforcement emergencies, inoperability of school buses or other equipment needed to operate the school system, damage to a school building or other property, or other temporary circumstances that renders the school facility unfit for instructional use. Members will not be required to report to work on the first five (5) calamity days when the District has cancelled classes due to the reasons listed above. Beginning with the sixth calamity day in a particular school year, members will have assignments posted online and available for students by 10:00a.m. Members will be available to assist students as needed. The Superintendent will provide the Association an opportunity, before the Board's final decision, for input on how additional make-up time after eight (8) calamity days will be handled.
- f. On days where a two-hour delay is called, teachers will follow the same delay schedule as students.

M. Lesson Plans

Written plans for every lesson will be required of each member. Lesson plans will be accessible on a daily basis in each member's room and kept on file for one (1) year in the teacher's classroom. The administration may review the lesson plans and/or make copies of the plans and return them.

The Board will not impose a lesson plan format. All teachers in the district shall prepare lesson plans in accordance with Ohio Revised Code Section 3313.60 and the Ohio Administrative Code Section 3301-35-02. Specifically, OAC Section 3301-35-02 (B) (3) requires that "Daily lesson plans shall give direction for instruction and implementation of course of study", and OAC Section 3301-35-02 (B) (1) (a) sets forth the requirements for each course of study. Citing/referencing the exact component of the course of study within daily lesson plans will not be a requirement.

N. Member Evaluations

The parties' evaluation committee will continue its work in addressing the topic of member evaluations. The committee's work product will be reduced to writing in a Memorandum of Understanding executed by the parties. The committee will be maintained during the term of this Agreement for the purpose of dealing with any legal developments pertaining to teacher evaluations that may evolve.

O. Member Workday

The workday for members shall consist of seven (7) hours thirty (30) minutes inclusive of the time periods specified in the following paragraphs. Changes in the member starting time of more than fifteen (15) minutes from the present starting time will be negotiated.

All members shall be entitled to an uninterrupted, duty-free lunch period of not less than thirty (30) minutes.

All secondary members shall be entitled to, during the student day, a daily planning/conference period which is the equivalent of a regular teaching period and may be assigned no additional duties during this time.

All elementary members shall be entitled to, during the student day, at least two hundred (200) minutes per week of planning/conference time and may be assigned no additional duties. At least thirty (30) minutes of such planning/conference time shall be scheduled each day. The thirty (30) minutes will be consecutive time if possible.

All members will be expected to attend faculty meetings. These meetings will be called by the building administrator or Superintendent when necessary.

P. Aides Replace Teachers for Noon Recess/Cafeteria Duty

An aide or aides will be employed for noon recess/cafeteria duties for the elementary grades, under the following conditions:

On any day in which the principal is unable to find a qualified substitute for these aides, should they be absent, teachers will be required to assume these noon recess/cafeteria assignments, on a rotating basis determined by the principal, and will be paid at the aide rate.

Q. Staff Development Program

- a. The Board shall prepare a comprehensive staff development program. Issues within that program that are to be determined at a later date include:
 1. The compensation rate for various time periods will be:
 - \$25/hour after school (outside contractual hours)
 2. New or current committees within each building will develop topics for in-service programs. These committees will suggest programs that coordinate with the District's strategic plan/goals and the LPDC before submitting a report in December and May.
 3. When asked, teachers who chose to lead "in-house" in-service will receive a \$100 stipend for preparation time.

R. Stipend for Early Notification of Retirement

A Seven Hundred Fifty Dollar (\$750.00) stipend will be paid to members who are eligible for STRS retirement and who provide written notification to the Board on or before April 1 of any year that they intend to retire on June 1 or later in that same calendar year. A written resignation must accompany the notification. The stipend will be paid by the second payroll following the Board's acceptance of the member's resignation at the April Board meeting.

S. Conduct Unbecoming

Unless otherwise legally required, the Superintendent will, within five (5) work days, inform a member of any report to the Ohio Department of Education, under Ohio Revised Code Section 3319.131, of conduct unbecoming as to such members, and will also inform the member, within five (5) work days, of any information reported to the District by the Department as to such report of conduct unbecoming. Should such information be received during the Christmas or spring breaks or during the summer recess, the Superintendent will make a good faith effort to inform the member as soon as practicable with the recognition that, because of factors such as vacations, the communication could take more than the normal five (5) day amount of time.

ARTICLE VI – DISCIPLINE

No member will be disciplined arbitrarily or capriciously. The Board agrees to follow traditional principles of progressive discipline, recognizing that some or all preliminary progressive levels may be bypassed in a case of serious misconduct. The progressive levels of discipline are:

- A. Documented verbal warning;
- B. Written Reprimand;
- C. Unpaid Suspension; and
- D. Termination.

A documented verbal warning or written reprimand may be imposed by the member's principal or the Superintendent. An unpaid suspension may be imposed by the Superintendent. Only the Board may terminate an employee. Except for a termination, discipline may be grieved under Article II of this Agreement. Termination of a member's contract shall be for good and just cause according to O.R.C. 3319.16 and related statutes, and, if challenged, will be processed in accordance with the procedures that appear in these statutes. Termination, therefore, is not grievable under Article II of this Agreement.

A member is entitled, upon request, to an Association representative at any meeting held under this Article.

No provision of this Article or any other part of this Agreement shall apply to the release of a member under O.R.C. 3319.39, it being mutually understood that any such release is governed exclusively by the provisions of that statute.

ARTICLE VII – ASSOCIATION RIGHTS

A. Use of Buildings, Facilities, Equipment & Supplies

The Association shall have the exclusive organizational right to the following:

1. The use of the facilities of any building for meetings, without fee, upon verbal permission of the appropriate administrator of each building as long as it does not interfere with any previously authorized activity in the building.
2. The use of individual school equipment, including typewriters, computers, calculators, copy machines, mimeograph machines, other duplicating equipment, public address systems, and all types of audio-visual equipment when not in use for academic purposes. Any duplicating and typing paper, duplicating masters and stencils, will be supplied by the Association or paid for on an actual cost basis semi-annually.

B. Dissemination of Association Information

The Association shall have the exclusive organizational right to communicate with members in the following ways:

1. The use of school bulletin boards to post notice of its activities and other Association concerns. One such bulletin board area shall be provided in each building.
2. The use of organization identification on the mailboxes of all members of the Association and the placement of notices, circulars or other materials in all members' mailboxes.
3. The use of time at faculty meetings to make Association announcements.

C. No Discrimination/No Reprisals

The Board shall not discriminate against any member because of Association membership. No reprisals shall be taken against any member for his/her participation on behalf of the Association during negotiations, grievance processing, handling of complaints, or other Association-related activities.

D. Association Participation at Board Meetings

The Association President and/or any designated representative shall be entitled to make comments at a Board meeting during "Reception of Visitors."

E. Association News at Board Meetings

The Association President or his/her designee shall have an opportunity to present written highlights of Association news and to answer questions regarding same at each Board meeting.

F. Receipt of Public Information

1. The Association President shall receive advance notice of all Board meetings (regular or special) as soon as possible but no later than one day before the meeting.
2. The Association President shall receive in advance a copy of the agenda for each Board meeting. Such agenda shall be provided to the Association President at the same time it is sent to the Board.
3. A copy of any financial documents which are routinely prepared for the Board shall be given to the Association President.
4. A copy of the minutes of each Board meeting shall be given to the Association President.
5. Notice of any changes in Board Policy shall be given to the Association President within ten (10) days after approval of the Board and will be available on-line.

G. New Member Information

Within one week of hiring, the names, addresses, and phone numbers of new members shall be given to the Association President.

H. Building Councils

The Association and the Board encourage the formation of building councils in each building for the purpose of providing a vehicle for communication between members from within the building and the administrative staff of the building.

I. Labor Management Meetings

The Superintendent shall meet once a month with the Association President or his/her designee at the request of either party to discuss matters of concern to either or both parties.

J. Resident Educator Program

1. The District will support members in the first four (4) years of teaching as outlined in the Ohio Resident Educator Program and in conjunction with the Ohio Teacher Education and Licensure Standards.

2. Resident Educators will be assigned a mentor as required by the Department of Education.
3. The mentor must have received training and be certified by the Ohio Department of Education, or agree to receive the necessary training.
4. One (1) mentor will work with one Resident Educator. Only in extreme cases should mentors be assigned more than one (1) Resident Educator. The mentor shall be compensated for each Resident Educator assigned to him/her.
5. The Resident Educator Program will consist of at least five (5) meetings between August and the end of the school year. All meetings after the initial meetings will be held after school hours and address topics as they relate to successful completion of the Resident Educator Program.
6. Mentors will receive a supplemental contract which reflects the level of support required by each year of the Resident Educator Program as follows:
 - Year 1 - \$1,000;
 - Year 2 - \$600;
 - Year 3 - \$600;
 - Year 4 - \$300 as needed.
7. The mentor will observe the Resident Educator while teaching at least three (3) times during the year. The mentor will be provided adequate coverage to perform the necessary observations. All notes and observations are confidential between the mentor and the Resident Educator to the extent consistent with law.
8. If the mentor or the Resident Educator feels that the mentoring relationship is not satisfactory, either may ask the building principal to intervene during the first six (6) weeks of the school year. The building principal shall meet with the Resident Educator and the mentor to discuss their concerns and attempt a resolution. If unsuccessful by the end of the first nine (9) weeks of the school year, the Resident Educator shall be assigned a new mentor. The former mentor shall have his/her compensation terminated, and the new mentor shall receive a prorated share of the applicable supplemental salary.

K. Chronic Communicable Disease Policy

Before the Board adopts a policy on chronic Communicable Disease Policy, the Association and management will meet through the Labor-Management council for input to such policy.

ARTICLE VIII – GENERAL PROVISIONS

A. Management Rights

1. Except as abridged, delegated, granted or modified by a specific and express term of this Agreement, the Board hereby retains and reserves to itself and the Administration, without limitation except for the express written terms of this Agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in them by the laws and the Constitution of the State of Ohio, including by way of illustration management's right to: determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Board, standards of services, its overall budget, utilization of technology, and organizational structure; hire, assign, direct, schedule, supervise, and evaluate members; maintain and improve the efficiency and effectiveness of school operations; determine the methods, processes, means, and personnel by which school operations are to be conducted; suspend, discipline, demote, or terminate members; determine the adequacy of the work force; determine the overall mission of the school district as an educational unit; effectively manage the work force; take actions to carry out the mission of the District; determine the instructional hours for pupils; and direct, assign, and schedule pupils.
2. The Board may make decisions in the exercise of its management rights without bargaining with the Association, but the Board is obligated to bargain about the effect of management decisions on the wages, hours, fringe benefits, and terms and conditions of employment of members.
3. This Agreement supersedes all oral and written agreements between the Board and the Association and between the Board and any member within the collective bargaining unit, other than those negotiated through the amendment procedure and/or interim bargaining on the changes in wages, hours, terms or other conditions of employment or the continuation, modification, or deletion of existing provisions of this Agreement as per O.R.C. 4117.08.

B. Waiver of Negotiations

It is agreed that during the negotiations leading to this Agreement, the parties had full opportunity to make demands and proposals with respect to any subject not removed by law from collective bargaining and that the parties expressly waive the right to submit any additional item for negotiation during the term of this Agreement, except as specified by the amendment procedure, or interim bargaining irrespective of whether the item was or was not discussed or contemplated during the course of negotiations leading to the execution of this Agreement.

C. Severability

Consistent with O.R.C. 4117.10, the terms of this Agreement supersede any conflicting provisions of state law. If any provision of this Agreement is contrary to law, only such provision shall be void and the remainder of the Agreement shall remain in effect. The parties shall schedule a meeting within thirty (30) days to renegotiate the provision found contrary to law.

ARTICLE IX – EMPLOYMENT OF RETIREES

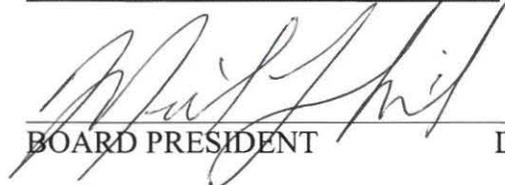
- A. This Article governs the terms and conditions of employment of any person who has service retired under STRS (or other retiree within the meaning of O.R.C. 3307.35) whom the Board decides to regularly employ in a position that falls within the bargaining unit described in Article I, Section A of this Agreement. Except as otherwise specified below, any such retiree will become a bargaining unit member upon employment and be subject to the provisions of this Agreement.
1. For initial placement purposes on the teachers' salary schedule, the retiree will receive horizontal and vertical credit in accordance with the normal rules, with the further understanding that the retiree will initially receive five (5) years of vertical credit and thereafter will advance vertically on the same basis as other teachers.
 2. The retiree will receive a one-year limited contract of employment (if employed after the start of the school year, such contract will be for the remainder of the school year). If subsequently reemployed, the retiree will be awarded another one-year limited contract. In no event will the retiree qualify for a continuing contract or a multi-year limited contract. A retiree is eligible for a supplemental contract position at the discretion of the Board, and the provisions of O.R.C. 3313.53 shall not apply.
 3. Any limited contract received under Paragraph 2 above will automatically nonrenew; no notice of nonrenewal is required. The procedures appearing in O.R.C. 3319.11, including the post-nonrenewal procedures appearing in 3319.11 (G), shall not apply to any such automatic contract nonrenewal.
 4. Upon employment, the retiree will be credited with zero (0) years of seniority. If subsequently reemployed, the retiree will not accumulate seniority. If laid off through a reduction in force under Article V, Section K of this Agreement, the retiree's contract of employment shall automatically terminate notwithstanding any other provision of this Agreement or the O.R.C.
 5. The retiree is not eligible to participate in any insurance fringe benefits offered under Article IV, Section P of this Agreement, except that a retiree may participate in health insurance (on the same terms as apply to bargaining unit members generally) to the extent, but only to the extent, that STRS policy precludes the retiree from obtaining health insurance coverage through STRS
 6. The retiree will in no event qualify for professional leave under Article III, Section C (unless member has been directed to attend a professional meeting), sabbatical leave under Article III, Section I, a complimentary pass under Article IV, Section G, tuition reimbursement under Article IV, Section M, or severance pay under Article IV, Section O of this Agreement or any provision of the O.R.C.
- B. The Association President will be notified in writing of any initial employment of a retiree.
- C. This Article does not affect the requirements of O.R.C. 3307.353.

- D. The provisions of this Article supersede and prevail over any inconsistent terms that may appear elsewhere in this Agreement or in any part of the O.R.C.

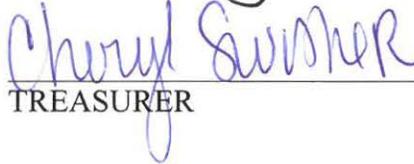
ARTICLE X – TERM OF AGREEMENT

This Agreement is effective from 11:59 p.m., June 30, 2016 through midnight, June 30, 2019.

VAN BUREN BOARD OF EDUCATION


BOARD PRESIDENT _____ DATE _____

 7-1-16
SUPERINTENDENT _____ DATE _____

 7.1.16
TREASURER _____ DATE _____

VAN BUREN EDUCATION ASSOCIATION

 8-16-16
TEAM MEMBER _____ DATE _____

 8-16-16
TEAM MEMBER _____ DATE _____

 8-16-16
TEAM MEMBER _____ DATE _____

 8-16-16
TEAM MEMBER _____ DATE _____

TEAM MEMBER _____ DATE _____

GRIEVANCE FORM

Distribution of Form:

Step I Principal

Step II Superintendent

Step III Board of Education

Grievance # _____ - _____

NAME OF GRIEVANT

DATE FILED

A. Date cause of grievance occurred _____

B. An informal grievance was discussed with _____

on _____, 200_ and was not resolved.

C. Statement of Grievant _____

D. Specific Article(s) and Selection(s) claimed to be violated: _____

E. Relief Sought: _____

DATE _____

SIGNATURE OF GRIEVANT

STEP I

RECEIVED BY _____ DATE _____

DISPOSITION OF PRINCIPAL _____

SIGNATURE

DATE

STEP II

RECEIVED BY _____ DATE _____

DISPOSITION OF SUPERINTENDENT _____

SIGNATURE

DATE

STEP III

RECEIVED BY _____ DATE _____

DISPOSITION BY BOARD _____

SIGNATURE

DATE

STEP IV – BINDING ARBITRATION

SIGNATURE

DATE

APPENDIX B-1
2016-2017 SALARY SCHEDULE

2016-2017				
Years	BA	MA	MA +15	MA +30
1	\$ 34,530	\$ 35,911	\$ 37,638	\$ 39,364
Index	1.00	1.04	1.09	1.14
2	\$ 36,257	\$ 37,638	\$ 39,364	\$ 41,091
Index	1.05	1.09	1.14	1.19
3	\$ 37,983	\$ 39,364	\$ 41,091	\$ 42,817
Index	1.10	1.14	1.19	1.24
4	\$ 39,710	\$ 41,091	\$ 42,817	\$ 44,544
Index	1.15	1.19	1.24	1.29
5	\$ 41,436	\$ 42,817	\$ 44,544	\$ 46,270
Index	1.20	1.24	1.29	1.34
6	\$ 42,817	\$ 44,198	\$ 46,270	\$ 47,997
Index	1.24	1.28	1.34	1.39
8	\$ 44,198	\$ 45,580	\$ 47,651	\$ 49,723
Index	1.28	1.32	1.38	1.44
10	\$ 45,580	\$ 46,961	\$ 49,378	\$ 51,450
Index	1.32	1.36	1.43	1.49
12	\$ 46,961	\$ 48,342	\$ 50,759	\$ 53,176
Index	1.36	1.40	1.47	1.54
14	\$ 48,342	\$ 51,104	\$ 54,557	\$ 57,665
Index	1.40	1.48	1.58	1.67
17	\$ 52,486	\$ 55,593	\$ 58,701	\$ 62,845
Index	1.52	1.61	1.70	1.82
19	\$ 55,248	\$ 58,701	\$ 62,154	\$ 65,952
Index	1.60	1.70	1.80	1.91
22	\$ 57,320	\$ 62,154	\$ 65,607	\$ 68,715
Index	1.66	1.80	1.90	1.99
24	\$ 59,392	\$ 66,298	\$ 69,405	\$ 72,513
Index	1.72	1.92	2.01	2.10
27	\$ 61,463	\$ 67,679	\$ 70,787	\$ 75,275
Index	1.78	1.96	2.05	2.18

APPENDIX B-2
2017-2018 SALARY SCHEDULE

2017-2018				
Years	BA	MA	MA +15	MA +30
1	\$ 35,134	\$ 36,539	\$ 38,296	\$ 40,053
Index	1.00	1.04	1.09	1.14
2	\$ 36,891	\$ 38,296	\$ 40,053	\$ 41,809
Index	1.05	1.09	1.14	1.19
3	\$ 38,647	\$ 40,053	\$ 41,809	\$ 43,566
Index	1.10	1.14	1.19	1.24
4	\$ 40,404	\$ 41,809	\$ 43,566	\$ 45,323
Index	1.15	1.19	1.24	1.29
5	\$ 42,161	\$ 43,566	\$ 45,323	\$ 47,080
Index	1.20	1.24	1.29	1.34
6	\$ 43,566	\$ 44,972	\$ 47,080	\$ 48,836
Index	1.24	1.28	1.34	1.39
8	\$ 44,972	\$ 46,377	\$ 48,485	\$ 50,593
Index	1.28	1.32	1.38	1.44
10	\$ 46,377	\$ 47,782	\$ 50,242	\$ 52,350
Index	1.32	1.36	1.43	1.49
12	\$ 47,782	\$ 49,188	\$ 51,647	\$ 54,106
Index	1.36	1.40	1.47	1.54
14	\$ 49,188	\$ 51,998	\$ 55,512	\$ 58,674
Index	1.40	1.48	1.58	1.67
17	\$ 53,404	\$ 56,566	\$ 59,728	\$ 63,944
Index	1.52	1.61	1.70	1.82
19	\$ 56,214	\$ 59,728	\$ 63,241	\$ 67,106
Index	1.60	1.70	1.80	1.91
22	\$ 58,322	\$ 63,241	\$ 66,755	\$ 69,917
Index	1.66	1.80	1.90	1.99
24	\$ 60,430	\$ 67,457	\$ 70,619	\$ 73,781
Index	1.72	1.92	2.01	2.10
27	\$ 62,539	\$ 68,863	\$ 72,025	\$ 76,592
Index	1.78	1.96	2.05	2.18

APPENDIX B-3
2018-2019 SALARY SCHEDULE

2018-2019				
Years	BA	MA	MA +15	MA +30
1	\$ 35,837	\$ 37,270	\$ 39,062	\$ 40,854
Index	1.00	1.04	1.09	1.14
2	\$ 37,629	\$ 39,062	\$ 40,854	\$ 42,646
Index	1.05	1.09	1.14	1.19
3	\$ 39,420	\$ 40,854	\$ 42,646	\$ 44,437
Index	1.10	1.14	1.19	1.24
4	\$ 41,212	\$ 42,646	\$ 44,437	\$ 46,229
Index	1.15	1.19	1.24	1.29
5	\$ 43,004	\$ 44,437	\$ 46,229	\$ 48,021
Index	1.20	1.24	1.29	1.34
6	\$ 44,437	\$ 45,871	\$ 48,021	\$ 49,813
Index	1.24	1.28	1.34	1.39
8	\$ 45,871	\$ 47,304	\$ 49,455	\$ 51,605
Index	1.28	1.32	1.38	1.44
10	\$ 47,304	\$ 48,738	\$ 51,246	\$ 53,397
Index	1.32	1.36	1.43	1.49
12	\$ 48,738	\$ 50,171	\$ 52,680	\$ 55,188
Index	1.36	1.40	1.47	1.54
14	\$ 50,171	\$ 53,038	\$ 56,622	\$ 59,847
Index	1.40	1.48	1.58	1.67
17	\$ 54,472	\$ 57,697	\$ 60,922	\$ 65,223
Index	1.52	1.61	1.70	1.82
19	\$ 57,339	\$ 60,922	\$ 64,506	\$ 68,448
Index	1.60	1.70	1.80	1.91
22	\$ 59,489	\$ 64,506	\$ 68,090	\$ 71,315
Index	1.66	1.80	1.90	1.99
24	\$ 61,639	\$ 68,806	\$ 72,032	\$ 75,257
Index	1.72	1.92	2.01	2.10
27	\$ 63,789	\$ 70,240	\$ 73,465	\$ 78,124
Index	1.78	1.96	2.05	2.18

Musical/Play Related Expenses: Rates to be established by Superintendent and the Director prior to the Musical. Expenses to be taken from proceeds.

The Board will determine each year the positions to be filled.

2016-2019 SUPPLEMENTAL/EXTRACURRICULAR SALARY SCHEDULE

Horizontal movement starts with the beginning of the year of coaching in the same District coaching position (other school coaching experience is not used to calculate years of experience). For example, at the beginning of years 1,2,3 of coaching column 1 is used, at the beginning of year 4,5,6 columns 2 will be used, etc. Once the last column is accomplished, there are no additional increases.

BASE \$34,530	Supplemental scale for years 2016-2019			
	Years 1-3	Years 4-6	Years 7-9	Years 10+
Position				
Annual	\$2,762	\$2,901	\$3,017	\$3,107
Asst. Athletic Director	\$4,144	\$4,351	\$4,525	\$4,661
Athletic Trainer	\$5,180	\$5,438	\$5,656	\$5,826
Baseball, Head Coach	\$4,834	\$5,076	\$5,279	\$5,437
Baseball, Asst. Coach	\$2,072	\$2,175	\$2,262	\$2,330
Baseball, J.V. Coach	\$1,727	\$1,813	\$1,885	\$1,942
Basketball, Head Coach	\$6,215	\$6,526	\$6,787	\$6,991
Basketball, Asst. Coach	\$3,453	\$3,626	\$3,771	\$3,884
Basketball, Freshman	\$2,762	\$2,901	\$3,017	\$3,107
Basketball, Jr. High (2)	\$2,072	\$2,175	\$2,262	\$2,330
Cheerleading Advisor, Fall	\$1,381	\$1,450	\$1,508	\$1,554
Cheerleading Advisor, Winter	\$2,072	\$2,175	\$2,262	\$2,330
Cheerleading Advisor, Grade 9	\$1,381	\$1,450	\$1,508	\$1,554
Cheerleading Advisor, Jr. High	\$2,072	\$2,175	\$2,262	\$2,330
Class Advisors:				
Sophomore	\$691	\$725	\$754	\$777
Junior	\$1,381	\$1,450	\$1,508	\$1,554
Senior	\$1,036	\$1,088	\$1,131	\$1,165
Cross Country	\$3,453	\$3,626	\$3,771	\$3,884
Cross Country Asst.	\$1,727	\$1,813	\$1,885	\$1,942
Department Chairpersons				
Fine Arts	\$345	\$363	\$377	\$388
Health/PE	\$345	\$363	\$377	\$388
Language	\$345	\$363	\$377	\$388

Foreign Language	\$345	\$363	\$377	\$388
Math	\$345	\$363	\$377	\$388
Practical Arts	\$345	\$363	\$377	\$388
Science	\$345	\$363	\$377	\$388
Social Studies	\$345	\$363	\$377	\$388
Special Education	\$345	\$363	\$377	\$388
Vocational Education	\$345	\$363	\$377	\$388
District Web Master	\$1,381	\$1,450	\$1,508	\$1,554
Drama Club Advisor	\$691	\$725	\$754	\$777
Drama Director (Play)	\$691	\$725	\$754	\$777
Drama Director (Musical)	\$1,036	\$1,088	\$1,131	\$1,165
Football, Head Coach	\$6,215	\$6,526	\$6,787	\$6,991
Football, Varsity Assistant Coach (4)	\$3,453	\$3,626	\$3,771	\$3,884
Football, Jr. High (1)	\$2,072	\$2,175	\$2,262	\$2,330
Flag Corps Advisor	\$1,036	\$1,088	\$1,131	\$1,165
Golf, Head Coach	\$4,144	\$4,351	\$4,525	\$4,661
Golf, Assistant	\$2,072	\$2,175	\$2,262	\$2,330
HAPPY Advisor	\$691	\$725	\$754	\$777
Intervention Assistant Team (I.A.T.)	\$1,036	\$1,088	\$1,131	\$1,165
Jr State of America	\$691	\$725	\$754	\$777
Knightly News	\$1,727	\$1,813	\$1,885	\$1,942
0\$ if period provided				
Knightly News	\$691	\$725	\$754	\$777
L.P.D.C. Chair	\$1,209	\$1,269	\$1,320	\$1,359
L.P.D.C.(2)	\$863	\$906	\$943	\$971
Music				
Instrumental/Summer Band	\$5,525	\$5,801	\$6,033	\$6,214
Assistant Band Director	\$2,762	\$2,901	\$3,017	\$3,107
Accompanist	\$2,762	\$2,901	\$3,017	\$3,107
Musical Director	\$1,036	\$1,088	\$1,131	\$1,165
Musical Pit Director	\$691	\$725	\$754	\$777

Vocal Musical/Show Choir	\$5,525	\$5,801	\$6,033	\$6,214
Asst. Show Choir Director (Instrumental)	\$2,762	\$2,901	\$3,017	\$3,107
Show Choir Choreographer	\$1,727	\$1,813	\$1,885	\$1,942
Percussion Instructor	\$1,036	\$1,088	\$1,131	\$1,165
National Honor Society	\$1,036	\$1,088	\$1,131	\$1,165
National Jr. Honor Society	\$691	\$725	\$754	\$777
Power of the Pen	\$691	\$725	\$754	\$777
Quiz Bowl	\$1,036	\$1,088	\$1,131	\$1,165
Science Olympiad Advisor	\$691	\$725	\$754	\$777
Soccer, Head Coach	\$4,834	\$5,076	\$5,279	\$5,437
Soccer, Assistant Coach	\$2,762	\$2,901	\$3,017	\$3,107
Softball, Head Coach	\$4,834	\$5,076	\$5,279	\$5,437
Softball, Assistant	\$2,072	\$2,175	\$2,262	\$2,330
Softball JV	\$1,727	\$1,813	\$1,885	\$1,942
H.S. Student Council, Advisor	\$1,381	\$1,450	\$1,508	\$1,554
M.S. Student Council, Advisor	\$691	\$725	\$754	\$777
Track, Head Coach	\$5,180	\$5,438	\$5,656	\$5,826
Track, Assistant Coach (4)	\$2,072	\$2,175	\$2,262	\$2,330
Track, Jr. High (2)	\$2,072	\$2,175	\$2,262	\$2,330
Volleyball, Head Coach	\$4,834	\$5,076	\$5,279	\$5,437
Volleyball, Assistant Coach	\$2,762	\$2,901	\$3,017	\$3,107
Volleyball, Freshman Coach	\$2,417	\$2,538	\$2,639	\$2,719
Volleyball, Jr. High	\$2,072	\$2,175	\$2,262	\$2,330
Weight Training – Boys: Fall, Winter, Spring and Summer	\$1,381	\$1,450	\$1,508	\$1,554
Weight Training – Girls: Fall, Winter, Spring and Summer	\$1,381	\$1,450	\$1,508	\$1,554
Wrestling, Head Coach	\$4,144	\$4,351	\$4,525	\$4,661
Wrestling, Assistant Coach	\$2,762	\$2,901	\$3,017	\$3,107
Wrestling, Jr. High	\$2,072	\$2,175	\$2,262	\$2,330
Wrestling, Jr. High Asst.	\$1,381	\$1,450	\$1,508	\$1,554

**PROFESSIONAL LEAVE SUMMARY
VAN BUREN LOCAL SCHOOLS**

The last two sentences of Article III, Section C of the Agreement state: *“Following the taking of professional leave the member shall provide the Administration with a brief written summary of the professional leave experience. The Administration will determine if the member will make a presentation about the experience.”*

Your name: _____

Topic or title of conference, seminar, workshop, clinic, in-service, etc.: _____

Location: _____

Date(s) you attended: _____

In the space provided below please write a brief summary of this professional experience and how it will benefit you, your students, and/or the district. As much as possible, please construct your summary so that it could be used as a newspaper and/or newsletter article.

Complete both sides before submitting this form.

EVALUATION PROCEDURE (OTES)

TEACHER EVALUATION

The Board is responsible for a standards-based teacher evaluation procedure which conforms to the framework for evaluation of teachers as approved by the State Board of Education and aligns with the “Standards for the Teaching Profession” as set forth in Ohio law.

Purpose:

The purposes of teacher evaluation are, among other things:

1. To ensure teaching methods are being facilitated to promote high quality classroom instruction.
2. To create a learning environment that promotes a high level of student learning and achievement.
3. To encourage and promote professional growth and facilitate appropriate personnel decisions.

Definitions: Definitions that appear in the Ohio Teacher Evaluation System, (OTES), codified in Ohio Revised Code (ORC) 3319.111 and 3319.112, are incorporated herein by reference. Certain key definitions also appear below:

- A. **Evaluation Factors:** The multiple measures that are required by law to be used in the teacher evaluation procedure. The two factors, which are weighted equally, are student growth measures at fifty (50) percent and teacher performance at fifty (50) percent.
- B. **Student Growth Measure (SGM):** Tool or assessment that is used to measure, or determine, student academic growth as defined as the change in student achievement for an individual student between two (2) or more points of time. As an evaluation factor, the SGM dimension is based on value-added scores, assessments from ODE’s list of assessments for teachers where value-added scores are not available, and from local measures of student growth based on student learning objectives (SLOs). SGM results are reported as: most effective, above average, average, approaching average and least effective.
- C. **Credentialed Evaluator:** An evaluator will normally be a full-time, credentialed contracted employee of the District. The evaluator shall not be a bargaining unit member. An evaluator will be the teacher’s immediate supervisor to the extent possible. A non-district credentialed evaluator will be utilized only under highly extraordinary circumstances. The superintendent will give the affected teacher and the Association President(s) advance notice of any such use of an outside evaluator including the reasons why.
- D. **Evaluation Rating:** The final, summative evaluation level that is assigned to a teacher based on evaluations that are conducted pursuant to the terms of this procedure. Each

completed evaluation will result in the assignment of a teacher to one of the following evaluation ratings: Accomplished, Skilled, Developing or Ineffective.

- E. **Student Learning Objective (SLO):** A measurable, long-term academic growth target that a teacher sets at the beginning of the year for all students or for subgroups of students over a given interval of instruction based upon baseline data gathered at the beginning of the course.
- F. **Ohio Teacher and Principal Evaluation Systems (eTPES):** The method used by the District to electronically report to ODE aggregate final, summative teacher evaluation ratings.
- F. **Teacher:** For purposes of this procedure, “teacher” means licensed instructors who spend at least fifty percent (50%) of his/her time providing content-related student instruction and who is working under one of the following:
 - A. A license issued under ORC 3319.22, 3319.26, 3319.222 or 3319.226; or
 - B. A permanent certificate issued under ORC 3319.222 as it existed prior to September, 2003; or
 - C. A permanent certificate issued under ORC. 3319.222 as it existed prior to September, 2006; or
 - D. A permit issued under ORC. 3319.301.

Bargaining unit members who do not meet the definition will be evaluated utilizing the current evaluation procedures of the collective bargaining agreement in effect between the Board and the Association.

- H. **Teacher-Student Data Linkage (TSDL):** The process of connecting the teacher(s) of record (based on the above definition), to a student and/or defined group of students’ achievement scores for the purpose of attributing student growth to that teacher.

Standards Based Teacher Evaluation:

Teacher evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each teacher and assigning an effectiveness rating based in equal part upon teacher performance and student growth.

Each teacher evaluation will result in an overall summative effectiveness rating of:

- A. Accomplished;
- B. Skilled;
- C. Developing; or
- D. Ineffective

The Superintendent shall annually cause to be filed with ODE a report as required by ORC the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating as set forth above.

Assessment of Teacher Performance:

Teacher performance will be evaluated during formal observations and periodic informal observations also known as “classroom walkthroughs.” In the event a teacher performs work under the supervision of more than one supervisor, one supervisor shall be designated as the evaluating supervisor.

Formal Observation and Classroom Walkthrough Sequence:

- A. A teacher will be evaluated based on at least two (2) formal observations and a minimum of two (2) classroom walkthroughs each school year. The first observation will be between September 15 and January 25 and the second observation will be between January 1 and April 30.
- B. A teacher on a limited or extended limited contract who is under consideration for contract nonrenewal shall receive at least three (3) formal observations in addition to classroom walkthroughs as above. This provision takes precedence in the event of a conflict with paragraph C below.
- C. A teacher who has received a rating of “Accomplished” on his/her most recent evaluation, may be evaluated every three (3) years, as long as the teacher’s academic growth measure for the most recent year for which data is available, is average or higher. If the determination is made to evaluate every three (3) years, the teacher will nevertheless be provided with at least one (1) observation and post conference in any year that such teacher is not formally evaluated. On the year of evaluation one (1) observation will be done.

A teacher who has received a rating of “Skilled” on his/her most recent evaluation, may be evaluated every two (2) years, as long as the teacher’s academic growth measure for the most recent year for which data is available, is average or higher. If the determination is made to evaluate every two (2) years, the teacher will nevertheless be provided with at least one (1) observation and post conference in any year that such teacher is not formally evaluated.

Evaluations will be completed by May 1st and each teacher will be provided a written report of the results of his/her evaluation by May 10th. Written notice of contract nonrenewal will be provided by June 1st.

Any long-term absence of five (5) or more consecutive work days by the teacher or administrator during the evaluation cycle shall extend all timelines in the teacher evaluation and contract nonrenewal procedures at a minimum by the length of the teacher or administrator absence or as otherwise agreed to by the teacher and administrator with the concurrence of the Association.

The Board may elect not to evaluate a teacher who was on leave for fifty percent (50%) or more of the school year and /or submitted notice of retirement that was accepted by the Board no later than December 1st of the year the teacher was scheduled to be evaluated.

Formal Observation Procedure:

- A. All formal observations shall be preceded by a conference between the evaluator and the employee prior to the observation in order for the employee to explain plans and objectives for the classroom situation to be observed.
- B. The observation should be conducted for an entire class period or lesson but no less than 30 consecutive minutes.
- C. A post-observation conference shall be held after each formal observation within ten (10) work days of the observation.
- D. Formal observations shall not unreasonably disrupt and/or interrupt the learning environment.

Informal Observation/Classroom Walkthrough Procedure:

- A. Classroom walkthroughs shall not unreasonably disrupt and/or interrupt the learning environment.
- B. Evidence gathered from the walkthrough will be shared with or made available to the teacher.
- C. A walkthrough shall be no longer than ten (10) minutes.

Assessment of Student Growth:

In determining student growth measures, the evaluator will use OTES, which calculates student growth by assessing achievement for an individual student occurring between two (2) points in time. This is demonstrated, depending on teaching assignment, through a combination of Value-Added reports and/or Student Learning Objectives (SLOs) as prescribed under state law. A student who has forty-five (45) or more absences for the school year will not be included in the determination of the student academic growth.

For the school years in which the law allows a safe harbor provision against value added, all staff who would have been assigned a Student Growth Measure from a Value Added score will instead complete two Student Learning Objectives.

Final Evaluation Procedures:

Each teacher's performance rating will be combined with the assessment of student growth measures to produce the summative evaluation rating, based upon the criteria developed by ODE.

The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file. Copies, signed by both parties, shall be provided to the teacher and the superintendent.

A teacher shall be entitled to Association representation at any conference held during this procedure in which the teacher will be advised of an impending adverse personnel action. Being placed on a Professional Growth Plan or Professional Development Plan is not an adverse personnel action within the meaning of this provision.

Professional Growth Plans and Professional Improvement Plans:

Based upon the results of the annual teacher evaluation each teacher must develop either a professional growth plan or professional improvement plan as follows:

- A. Teachers whose performance rating is Accomplished will develop their own professional growth plan.
- B. Teachers whose performance rating is Skilled will develop a professional growth plan collaboratively with his/her credentialed evaluator.
- C. Teachers whose performance rating is Developing will have a professional improvement plan developed in consultation with their credentialed evaluator.
- D. Teachers whose performance rating is Ineffective and/or whose evaluation indicates below expected levels of student growth will have a professional improvement plan developed with their evaluator.

The professional improvement plan shall include:

- 1. Specific performance expectations, resources and assistance to be provided;
- 2. Timelines for its completion;

Core Subject Teachers - Testing for Content Knowledge:

Core subject area teachers must register for and complete all written examinations of content knowledge selected by ODE if the teacher has received an effectiveness rating of “Ineffective” on his/her annual evaluation for two (2) of the three (3) most recent school years.

Retention and Promotion Decisions/Removal of Poorly Performing Teachers:

The purpose of this evaluation procedure is, among other things, to improve the quality of instruction, enhance student learning and strengthen professional competence through meaningful feedback and targeted professional development. This procedure will not be used in any decision concerning the retention, promotion, removal, reduction or recall of any teacher until three (3) years of data has been collected and three (3) evaluation cycles have been completed. This provision does not preclude the nonrenewal of any limited or extended limited contract in accordance with the law.

If any portion of this evaluation system is changed by law, the Board and the Association will meet to resolve those changes.

MEMORANDUM OF UNDERSTANDING

The superintendent and Treasurer will compile the District forms relevant to incumbent bargaining unit members and include an index that facilitates finding a particular form. The superintendent and Treasurer will review this compilation with the Association President(s). It is mutually recognized that a Kiosk screenshot does not constitute a form for purposes of this Memorandum and that forms will be utilized electronically to the extent feasible. The Association President(s) will receive advance notice of any change in the content of a form in the compilation and afforded the opportunity to provide input.

**412 CERTIFICATE
(O.R.C. 5705.412)**

Re: The Van Buren Education Association Collective Bargaining Agreement 2016-2019

IT IS HEREBY CERTIFIED that the VAN BUREN LOCAL SCHOOL DISTRICT (the "District") has sufficient funds to meet the contract, obligation, payment, or expenditure for the above (a copy of the contract, document or resolution is attached) and has in effect for the remainder of the fiscal year and the succeeding fiscal year the authorizations to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the District as of the date hereof, are sufficient to provide operating revenues necessary to enable the District to maintain all personnel, programs and services essential to the provision of an adequate educational program on all the days set forth in its adopted school calendar for the current fiscal year and for a number of days in the succeeding fiscal year equal to the number of days instruction was held or is scheduled for the current fiscal year, except that if the above expenditure is for:

1. an appropriation measure, this certification shall cover only the fiscal year in which the appropriation measure is effective, and shall not consider the renewal or replacement of an existing levy as the authority to levy taxes that are subject to appropriation in the current fiscal year unless the renewal or replacement levy has been approved by the electors and is subject to appropriation in the current fiscal year; or,
2. a contract, this certification shall cover the term of the contract or the current fiscal year plus the two immediately succeeding fiscal years, whichever period of years is greater.

Date: 7/1/2016

Signed: Cheryl Swisher
Cheryl Swisher, Treasurer

Tim Myers
Tim Myers, Superintendent