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STATE EMPLOYMENT
RELATIONS BOARD

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MASTER AGREEMENT

BETWEEN THE

BERNE UNION EDUCATION ASSOCIATION

and the

BERNE UNION LOCAL BOARD OF EDUCATION

July 1, 2009 - June 30, 2010

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ARTICLE 1

RECOGNITION

The Berne Union Board of Education, hereinafter referred to as the "Board", recognizes the Berne Union Education Association (BUEA), Central Ohio Education Association (COEA), Ohio Education Association (OEA), and National Education Association (NEA), hereinafter referred to as the "Association", as the sole and exclusive bargaining representative of certificated employees of the Board defined in Article 2 of this Agreement.

ARTICLE 2

BARGAINING UNIT

For the purposes of recognition and negotiations, the bargaining unit shall be defined as certificated regular, full-time and part-time employees, including classroom teachers, guidance counselors, librarians, nurses, and tutors contracted to work more than five (5) hours per day for at least one hundred twenty (120) days per year and substitutes who work at least one hundred twenty (120) consecutive days. Tutors and substitutes shall be exempt from the evaluation and nonrenewal requirements of this agreement. Bargaining unit members shall hereinafter be referred to as teacher(s) or certificated employee(s).

Excluded from the unit are substitutes and hourly paid tutors who do not qualify for inclusion per paragraph 1, Superintendent, Principals, Assistant Principals, and other supervisory, administrative and confidential certificated employees as defined in ORC 4117.

ARTICLE 3

GRIEVANCE PROCEDURE

A. GENERAL

A grievance is an alleged violation, misinterpretation, or misapplication of a provision in this Agreement.

1. A grievant may be a teacher or the Association alleging the grievance.
2. A day shall mean a scheduled work day for teachers.
3. No reprisal or recrimination shall be taken against any teacher for using this grievance procedure.
4. The Association has the right to have a representative present at all hearings provided for in this procedure.

5. A teacher has the right to have an Association representative present at all hearings provided for in this procedure.
6. Time limits stated are maximum and can only be extended by written mutual agreement of the parties.
7. A grievance may be withdrawn at any time without prejudice.
8. The grievant may be present at all hearings provided for in this procedure, except for a grievance filed by the Association.
9. Failure of the grievant to comply with timelines may be cause for the grievance to be dismissed.
10. Failure of an administrator to comply with timelines will be cause for the grievance to advance to the next level of the procedure.

B. PROCEDURAL STEPS

1. Initial Filing

Within twenty-one (21) working days of the time the grievant knew or should have known of the event or action giving rise to the grievance, a grievance may be filed on an official grievance form. Said form shall provide for a statement of the grievance, relief sought, and signature of the grievant. See Appendix D for the Grievance Form. A grievance filed by the Association must be signed by the Association President.

If the grievant is an individual, the grievance shall be filed with his/her principal. All other grievances shall be filed with the Superintendent.

2. Principal's Level

If the subject of the grievance is not within the authority of the principal to resolve, he/she shall so note and sign on the grievance form and provide copies to the grievant, Association President, and Superintendent within five (5) days of the filing. Such shall be cause for the grievance to be processed at the Superintendent's level as hereinafter provided.

If the subject of the grievance is within the authority of the principal to resolve, the principal shall arrange a hearing within ten (10) days of the filing of the grievance. The hearing shall be at a time that is mutually agreed to by the principal and the Association President or his/her designee. The purpose of the hearing is to discuss the grievance and attempt to resolve the matter, if possible.

Within fifteen (15) days of the filing, the principal shall attach his/her response to the grievance and provide copies of said response to the Superintendent, Association President, and grievant.

If the grievant is not satisfied with the principal's response, the grievant may request the grievance to be moved to the Superintendent's level within twenty (20) days of the initial filing.

3. Superintendent's Level

Within five (5) days of receipt of the grievance and in no case more than twenty-five (25) days after the initial filing of the grievance, the Superintendent shall arrange and conduct a hearing in the same manner and for the same purpose as set forth for the principal's level.

Within five (5) days after the hearing, and in no case more than thirty (30) days after the initial filing of the grievance, the Superintendent shall provide his/her written response to the grievance to the grievant, with a copy to the Association President.

4. Board's Level

If the Superintendent's response does not satisfactorily resolve the grievance, the Association may appeal the grievance to the Board within five (5) working days of the Superintendent's response. The written notice of appeal shall be sent to the Superintendent and a copy filed with the Treasurer of the Board. The Superintendent shall place the matter on the agenda for the next regular meeting of the Board in executive session. The purpose of the hearing is to present the grievance and attempt to resolve the matter, if possible.

Within ten (10) days of the hearing, the Board shall send its written decision regarding the grievance to the Association President.

5. Mediation

If the grievance is not resolved at the Board level, the Association may request mediation. Such mediation shall be conducted under the auspices of the Federal Mediation and Conciliation Services with a mutually agreed upon mediator.

6. Arbitration

If the mediation does not satisfactorily resolve the grievance, the Association may submit the grievance to arbitration in keeping with the following provisions. Said notice shall be within ten (10) days of receipt of the Board's response.

- a. The Association may submit a demand for arbitration to the American Arbitration Association (AAA) to obtain an arbitrator in keeping with its voluntary rules and regulations.
- b. The arbitrator shall hold hearings to obtain facts and information necessary to make his/her findings. The arbitrator's authority shall be limited to deciding only one (1) issue per hearing unless otherwise agreed to by both parties. The arbitrator shall be without authority to add to, amend, modify, delete, or abridge any term of this agreement
- c. Appeals of nonrenewals
 - 1) Bargaining unit members may appeal the Board's affirmation of its intent to nonrenew to arbitration within thirty (30) days of the issuance of the notice.
 - 2) The arbitrator shall be limited to the determination of procedural errors and to ordering the correction of procedural errors up to the issuance of an additional limited contract of one (1) year.
 - 3) The arbitrator may order the Board to reemploy a bargaining unit member only if he/she determines that:
 - a) The required evaluation procedures have not been complied with, or:
 - b) The Board has not given the teacher written notice of nonrenewal on or before April 30.
 - 4) The determination to employ or not reemploy a teacher is solely the Board's determination and not a proper subject of arbitral review.
 - 5) Except for procedural matters, no decision of the Board to not reemploy a teacher shall be invalidated by the arbitrator on any basis, including that the decision was not warranted by any statement regarding the circumstances that led to the Board's intention not to reemploy.
- d. The decision of the arbitrator shall be final and binding upon the parties.

The costs of the arbitrator and hearing shall be borne equally by the parties.

ARTICLE 4

NEGOTIATIONS PROCEDURE FOR A SUCCESSOR AGREEMENT

A. SCOPE OF NEGOTIATIONS

The obligation to bargain collectively means to negotiate at reasonable times and to execute a written contract incorporating the terms of any agreement reached. The obligation to bargain collectively does not require the Board or the Association to agree to a proposal nor does it require the making of a concession.

B. ALTERNATE DISPUTE RESOLUTION PROCEDURE

The following alternate dispute resolution procedure shall supersede and take the place of the dispute resolution procedure contained in Ohio Revised Code Section 4117.14 (C) (2) through (D) (1).

As tentative agreement is reached on each issue, it shall be so noted and initialed by each party. When consensus is reached covering the areas under discussion, the proposed Agreement shall be reduced to writing as a Tentative Agreement and submitted to the Association and Board for approval. Following approval by the Association and Board, a contract shall be entered into by both parties. The Association and the Board agree to abide by the terms of the Agreement. The final Agreement, as adopted by the Board and ratified by the Association, will be duplicated and presented to each unit member. The cost of such duplications, including labor and materials, shall be borne equally by the Board and the Association.

In the event an agreement is not reached after forty-five (45) days from the first bargaining session, either of the parties shall have the option of requesting the assistance of a federal mediator under the guidelines of the Federal Mediation and Conciliation Service. In the event that the services of a mediator are called upon, the mediation process will last twenty-one (21) calendar days from assignment of a mediator and the expiration date of the contract, whichever is less.

Within forty-five (45) days prior to the expiration of the contract, the parties by mutual agreement may agree to another alternate dispute resolution procedure. Any mutually agreed to change shall be sent, in writing, to the State Employment Relations Board.

ARTICLE 5

INTERNAL COMPLAINT PROCEDURE

If a unit member has a complaint or concern regarding a Board policy, administrative procedure or practice, and such is not subject to the grievance procedure in this Agreement, said unit member shall have the right to the following:

- A. The matter should be first discussed with the Principal or immediate administrative supervisor.
- B. If the concern is not resolved in discussion with the Principal, the concerned unit member may arrange a meeting with the Superintendent in an effort to resolve the matter. The Superintendent may arrange to have the unit member's principal or immediate supervisor at the meeting. If this is the case, the Superintendent shall notify the unit member of such an arrangement at least twenty-four (24) hours in advance of the scheduled meeting.
- C. If, after meeting with the Superintendent, the matter is not resolved, the unit member may request a meeting with the Board to discuss the matter.

A unit member may have an Association representative at any meetings provided under this Article.

ARTICLE 6

PARENTAL COMPLAINT PROCEDURE

If a parent or any other member of the public has a complaint or concern regarding a unit member, the complainant shall be directed to use the following procedure:

- A. Discuss the concerns with the unit member(s) directly involved.
- B. If after contacting the unit member the concern is not resolved, the complainant shall be directed by the unit member to the immediate supervisor.
- C. If appropriate, the administrator and unit member shall attempt to resolve the complainant's concern.
- D. If a satisfactory solution is not agreed upon, the complainant shall obtain and complete the adopted citizen participation form which will be forwarded to the Superintendent.
- E. The Superintendent will consult with all parties involved and schedule a meeting to address the concern.

- F. If necessary, the Superintendent will then schedule a meeting with a Board committee to discuss the concern and if necessary, recommend a solution to the Board of Education.
- G. If, after meeting with the Board committee, the complainant desires to be placed on the agenda for the regular Board meeting, the complainant must contact the Superintendent or Treasurer. This may be done by calling 746-8341 between 8:00 a.m. and 4:30 p.m. Monday through Friday.
- H. Except in situations of serious misconduct that may warrant the unit member's immediate removal from duty, in no case shall such complaint be grounds for action or reprimands or discipline against a unit member without the unit member having prior notice that would allow a minimum of seven (7) calendar days for the unit member to attempt to resolve the concern or provide information on the issue to the administration.

Reprimands and/or disciplinary action shall not be arbitrary or capricious. A unit member may have an Association representative at all meetings provided under this Article. There shall be no retaliation against the complainant or his/her family.

ARTICLE 7

PROHIBITION AGAINST PUBLIC CRITICISM

- A. Any criticism of a teacher by members of the Board or administration shall be made in confidence. Any criticism of member(s) of the Board, administration, or other school employees by members of the bargaining unit shall be made in confidence.
- B. Teachers shall have the right to have a representative present at any disciplinary conference.

ARTICLE 8

ASSOCIATION RIGHTS

The Association shall be granted the following exclusive teacher organization rights as the bargaining agent for teachers:

- A. Use of school bulletin boards in the teacher's lounge or preparation area, school mail and teachers' mail boxes.
- B. Use of school buildings in accordance with regulations established by the Board.
- C. Making brief announcements up to a maximum of five (5) minutes at the conclusion of any faculty meeting of the school year. The Association may request the administrators to leave during these announcements.

- D. The Association President shall be furnished, on request, all regularly and routinely prepared information concerning the financial condition of the school, including annual financial statement and adopted budget.
- E. The Board and the administration will grant reasonable requests for any other readily available and pertinent information which may be relevant to negotiations.
- F. The Board shall make payroll deduction of the Association dues and assessments in accordance with Article 20 of this Agreement
- G. Representatives of the Association shall, as a group, be granted a total of five (5) days release time per year to attend the annual OEA convention, meetings, conferences or SERB hearings. The Board agrees to provide substitutes in their absence and continue the salary and benefits for those days. Requests for said leave shall be made on the prescribed form and submitted to the Superintendent at least ten (10) days in advance, except in cases of emergency.
- H. The Board shall provide the Association with the names of newly hired teachers and shall send the Association a copy of each notice of recall from layoff.
- I. Board minutes shall be sent to the Association president via interschool mail.
- J. The Superintendent shall send an advance copy of the agenda for each Board meeting to the Association president including material received by the Board that is intended for public discussion and review deemed appropriate by the Superintendent. Such material shall be sent at the same time said material is sent to the Board.
- K. The Association shall have the right to address the Board during public discussion at any regular Board meeting. The Association will be granted a reasonable amount of time as determined by the Board President to address the Board.
- L. Inclusion of Board Policy JECB #7: In compliance with State Law, a student is exempt from paying tuition in grades K-12 when his or her parent is a full-time employee of the district. Any such policy shall take effect on the first day of the school year and the effective date of any amendment or repeal may not be prior to the first day of the subsequent school year. The policy shall be uniformly applied to all such children and shall provide for the admission of any such student upon request of the parent(s). No student may be admitted under this policy after the first day of classes of any school year.

ARTICLE 9

MANAGEMENT RIGHTS

The Board hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio and of the United States.

The Board recognized and agrees to abide by the express terms of this Contract.

ARTICLE 10

PROFESSIONAL EVALUATION/STAFF DEVELOPMENT PROGRAM

A. ROTATION CYCLE STEPS

The rotation cycle is based upon experience accrued in this district. The purposes of having unit members subjected to the four (4) different cycle steps are: (1) to provide a sound basis for professional and instructional improvement; (2) to provide, as much as possible, an objective and thorough measure of work effectiveness; (3) to guide administrative decisions about unit members continual employment in the district.

1. The rotation of the four (4) steps applies to all unit members regardless of whether they are employed on a limited or continuing contract.
 - a. Performance Review year - 0, 1, 5, 9, 13, 17, 21, 25, 29, 33
 - b. Developmental Activity year - 2, 6, 10, 14, 18, 22, 26, 30, 34
 - c. Feedback year - 3, 7, 11, 15, 19, 23, 27, 31, 35
 - d. Reflection year - 4, 8, 12, 16, 20, 24, 28, 32, 36
2. By mutual agreement between the unit member and evaluator, except as per (B) (7) of this Article, a unit member may rearrange a Developmental Activity or Feedback Activity within any four (4) year cycle. If for any other reason progression through the cycle steps is interrupted or displaced, then the continuation of progressing through the steps is to commence from the point of current placement or the point of previous placement.
3. If a unit member does not follow the Evaluation Process or cycle steps, the evaluator will communicate to the unit member in writing of the failure to

comply. This may result in the unit member being placed on a full Performance Review step the following year.

4. Based on successful completion of a rotation cycle step, a contract will be recommended prior to April 30 by the evaluator for those unit members requiring a contract recommendation regardless of the cycle step completed. (Copies of the Pre-Performance Review Form, First Written Evaluation, Second Written Evaluation and Final Performance Review are to be signed and dated by the unit member to indicate receipt. A copy of each is to be given to the unit member, another copy retained by the evaluator and another copy will be sent to the Superintendent and filed in the unit member's personnel file. The unit member is to sign each copy.)
5. The unit member shall have the right to include or attach a written statement regarding the disagreement to comments found on any form to be filed in the unit member's personnel file. The statement must be signed and dated by the unit member.
6. During the month of April, the Superintendent will review all evaluation materials for each unit member whose limited contract is expiring. Notice in writing shall be given to each unit member prior to April 30, if his/her services are not to be continued. No unit member will be nonrenewed without full compliance with all procedures of this evaluation procedure.
7. It is the intent of the parties that the evaluation procedures set forth in this Article shall be the "evaluation procedure" as set forth in Ohio Revised Code Section 3319.11 (A) (1) for purposes of Ohio Revised Code Sections 3319.11 and 3319.111 and that the evaluation procedures set forth in this Article shall supersede and take the place of the evaluation procedures set forth in those statutes.

B. PERFORMANCE REVIEW

The Performance Review cycle step provides for a systematic assessment of the unit member's professional performance. The evaluator will be the Principal or the Assistant Principal.

The Performance Review cycle will provide for a description of strengths and/or deficiencies and allow ample time for remediation. If the work of the unit member has been observed as deficient, the evaluator must identify the area(s) of weakness and develop a written Plan of Assistance and assist the unit member to improve. The evaluator must communicate such written deficiencies in a conference with the unit member no later than five (5) working days after such deficiencies were observed. Within five (5) working days of the deficiency conference, the unit member will be given a written plan of assistance indicating a reasonable and specified amount of time to show improvement. The unit member will be observed again at the end of the specified time

period. The implementation of a Plan of Assistance shall not require out-of-pocket expenses for the unit member unless otherwise mutually agreed.

The time line for the Performance Review is as follows:

1. Distribution of the Performance Review instrument - at the building-level beginning of the year staff meeting.
2. Pre-Performance Review Form and Conference - This is a conference between the unit member and evaluator to discuss expectations for the comprehensive evaluation. This will be done by October 15.
3. First observation and conference - The evaluator will be in to observe the unit member followed by a conference within five (5) working days. At the conference a written observation form will be shared with the unit member. This is to be accomplished between the dates of October 16 and November 30. This observation will be scheduled with advance notice to the teacher as agreed to between the unit member and the observer.
4. Second observation and conference - The evaluator will be in to observe the unit member followed by a conference within five (5) working days. At the conference a written observation form will be shared with the unit member. This is to be accomplished between the dates of January 16 and April 1.
5. Either the unit member or the evaluator shall have the right to cause additional observations, upon request, as described in (3) and (4) above with a maximum of five (5) total such observation and conferences.
6. The Evaluation Performance Review form will be completed and shared with the unit member within five (5) days of the last observation conference as described in (4) above, yet no later than April 30. The evaluator will check the appropriate contract recommendation on the cover sheet before turning in the evaluation packet to the Superintendent.
7. If it has been determined by the Administration in the Evaluation Performance Review that a unit member has not successfully completed the Performance Review cycle, the unit member shall be in the Performance Review cycle for the following year. A unit member whose limited contract is up for renewal, but has not been determined by the Administration to be in need of placement in the Performance Review cycle, shall be granted the request to be placed in said cycle if he/she so desires. Under no circumstances shall a unit member be in the Performance Review cycle for more than three (3) consecutive years.
8. All observations and evaluations are the responsibility of the Administration and are to be conducted in an open, fair and uniform manner. Observations are to last

from at least twenty-five (25) to a maximum of forty-five (45) consecutive minutes or for a scheduled period.

C. DEVELOPMENTAL ACTIVITY

The Developmental Activity step is an approach toward instructional improvement. Some examples of the activity are developing curriculum, attending appropriate conferences, selecting applicable university work or engaging in self-analysis (video or audio tape of a lesson or attending in-service). Other activities can be developed, and these should be kept for purposes of reference by the Administration on a list for possible future use by other unit members.

The Developmental Activity time line is as follows:

1. Distribution of Instrument - at the building-level beginning of the year staff meeting.
2. Conference to discuss the Developmental Activity for the school year must be held by October 15. The final plan for the Developmental Activity shall be cooperatively developed and indicate desired growth in the appropriate teaching area(s). If the parties do not cooperatively agree, the parties may appeal to the LPDC to arrive at a final determination.
3. Completion of the plan and filing of the Summary for Developmental Activity form must be finished by April 30.

D. FEEDBACK

The Feedback step is an approach to the improvement of instruction. The unit member will designate no more than two (2) activities during the school year, using one (1) or more of the following groups:

1. Students
2. Parents
3. Peers

Some examples of the use of such groups are as follows:

- a. Survey students on a unit taught to them.
- b. Survey parents on success of student-led conferences.
4. Sample forms will be kept on success of student-led conferences. Unit members will also be encouraged to develop their own instruments.

5. The feedback step time line is as follows:
 - a. Distribution of the instrument - at the building-level beginning of the year staff meeting.
 - b. Conference to discuss the Feedback Activity for the school year must be held by October 15. The final plan for the Feedback Activity shall be cooperatively developed and indicate desired growth in the appropriate teaching area(s). If the parties do not cooperatively agree the parties may appeal to the LPDC to arrive at a final determination.
 - c. Completion of the plan and the filing of the Summary for Feedback form must be finished by April 30.

E. REFLECTION

This cycle of the Staff Development Process will be totally at the discretion of the unit member. It may be viewed as a “fine-tuning” of the skills developed in the three previous steps. A unit member may even choose a Performance Review, Developmental Activity, or Feedback during the Reflective cycle.

F. FORMS

All forms referred to herein are in Appendix E.

ARTICLE 11

INDIVIDUAL CONTRACTS

A. CONTRACT STATUS: LIMITED

The contractual procedures for the employment and reemployment of limited contract status shall be as follows:

1. All teachers new to the district shall be initially granted a one (1) year limited contract and, if renewed, another one (1) year limited contract.
2. All teachers who have successfully completed two (2) years (two one [1] year limited contracts) of teaching in the district shall, upon the recommendation of the Superintendent, be considered for reemployment under the following contract options:
 - a. A one (1) year limited contract;
 - b. A three (3) year limited contract.

Upon successful completion of the third one (1) year contract under option a. above, the teacher shall be granted a three (3) year limited contract unless he/she elects to receive a one (1) year limited contract.

3. All teachers who have successfully completed a three (3) year limited contract and who have been recommended by the Superintendent, if reemployed by the Board, shall be granted a three (3) year limited contract unless he/she elects to receive a one (1) year limited contract. The five (5) year limited contract is grandfathered.

Upon successful completion of the third one (1) year contract requested by the teacher under this paragraph (3), the teacher shall be granted a three (3) year limited contract.

4. Teachers currently issued five (5) year limited contracts, recommended for additional limited contract, shall be issued a five (5) year limited contract.

B. Continuing contracts shall be issued in keeping with the provisions of the Ohio Revised Code.

C. NONRENEWAL OF LIMITED CONTRACTS

1. Where specifically stated, the procedures contained within this master contract form the entire agreement between the parties regarding the renewal/nonrenewal of bargaining unit members on limited contracts. It is the intent of the parties that these provisions supersede any and all conflicting sections of the Ohio Revised Code.
2. Written notice of resignations given to the local Superintendent prior to July 10 will automatically be effective without the approval of the Board. Written resignations received after July 10 must be approved by the local Superintendent and acted upon by the Board before it becomes effective.

ARTICLE 12

CLASS SIZE

- A.** A Bargaining Unit Member receives one hundred sixty dollars (\$160.00) per student if a class exceeds the following limits:

High School - 160 students per day
Middle School/Intermediate School (grades 5-8) - 160 students per day
Elementary grades 1-4 - 25 students per day

1. Should the average daily membership ("ADM") of a bargaining unit member exceed twenty-five (25) pupils per day in the elementary grades 1-4, one hundred sixty (160) pupils per day in grades 5-12 for a school year, the bargaining unit member shall receive a one time bonus of one hundred sixty dollars (\$160.00) per pupil over the limits above.
 - a. Class sizes are based on average daily enrollment calculations and shall be determined from year-end attendance forms.
2. **Elementary school (grades 1-4)** Pupils who are assigned to the bargaining unit member for less than fifty percent (50%) of each day shall not be included in average daily enrollment calculations.
3. Activity classes such as art, music, physical education, keyboarding and other similar courses shall be exempt from the provisions of this article.
4. Compensation for teachers in grades 1-8 with Board employed certified/licensed Intervention Specialist will be calculated based upon unaided instructional time for students over the specified limits. Whenever a certified/licensed Intervention Specialist is available to work in a class, compensation under this article will not be due. When a certified/license Intervention Specialist is assigned to work with a particular student in the class (Grades 1-4), that student will not be counted for purposes of this article.
5. In middle/intermediate school (grades 5-8), the secondary student guidelines of one hundred sixty (160) apply.
6. In the event the LD Tutors would be eliminated, then the Special Ed teachers would be compensated for the number of students over state guidelines.

ARTICLE 13

ACADEMIC FREEDOM

It is recognized that a teacher in the Berne Union Local School District has the right to perform his/her professional responsibilities in the classroom in ways he/she believes will best encourage a broad and complete understanding by students of the educational subject matter. Such rights shall be exercised within the bounds of professional responsibility and Board adopted policy and curriculum. Student grades are to be determined by the teacher of record. Any change of a student's grade by the Administration shall be appealable utilizing the Grievance Procedure up through the Board's level.

ARTICLE 14

REDUCTION IN FORCE

When the Board determines that it is necessary to reduce the number of teacher positions, reduction may be made by suspension of contract. A RIF may occur for the following reasons: (a) decrease in pupil enrollment, (b) suspension of school or territorial changes, (c) return to duty of a teacher from a leave of absence, (d) when financial conditions will not support state mandated programs or expenditures, including the requirements of R.C. §5705.412.

A. PROCEDURES FOR REDUCTION

1. If the Board effects a reduction in force, staff reduction shall be by suspension of teachers' contracts. Such contract suspension shall comply with Section 3319.17, Ohio Revised Code. For purposes of suspension of contracts, continuing contracts shall be given preference over limited contracts in all cases.
2. The Association will be notified of the extent of any staff reduction at such a time a decision is made by the Board, and shall be further notified as to what teacher(s) shall be suspended.
3. Reduction shall first be covered by attrition, however, the Board shall not be required to fill any vacancy.
4. If additional reductions are necessary, it shall be done through seniority as herein defined.
5. Any bargaining unit member whose contract is to be suspended as a result of the reduction in force shall have the right to displace any less senior member of the bargaining unit whose work he/she is certified to perform. Written notice of the intent to exercise this right shall be given to the Superintendent and the Association within ten (10) days of notification of the layoff. A member displaced according to this section has the same displacement rights vis-à-vis any less senior member.

B. SENIORITY

1. When used in this section, seniority is defined as years of continuous employment with the school district, as determined by Board minutes. When seniority among two (2) or more affected teachers is equal, preference shall be given as follows:
 - a. Total years of continuous service with the school district.
 - b. Total years of teaching experience in Ohio.

- c. Amount of training in subject area of field. Amount of training shall mean number of college credit hours beyond the Bachelor's Degree.
2. Continuous employment shall include all time on sick leave, all time on Board-approved paid leave, all time during suspension of contract due to reduction in force, and all time spent out of the employ of the Board due to the teacher having been nonrenewed or having resigned for pregnancy related reasons prior to January 1, 1978, and where such teacher was subsequently reemployed by the district. An unpaid leave of absence shall not constitute a break in continuous service, however, time on such leave shall not count as service time for seniority.
3. Seniority shall be lost when a teacher resigns or leaves the employ of the Board due to nonrenewal or termination of contract.

C. RECALL RIGHTS

Teachers whose contracts have been suspended in accordance with this Article because of reduction in force, shall have rights to recall as follows:

1. All rights provided in this provision for teachers on recall status shall be limited to thirty-six (36) months. The thirty-six (36) month period shall begin the day following the last actual work date of the employee being laid off.
2. Teachers whose contracts were suspended pursuant to this Article shall be recalled in reverse order of layoff to positions for which they hold a proper certificate however, a bargaining unit member on recall shall not have the right to bump or otherwise replace a bargaining unit member based upon a certificate/license obtained after the effective date of his/her layoff. Teachers whose continuing contracts were suspended, however, shall have the recall rights provided in Section 3319.17, Ohio Revised Code.
3. Teachers on recall status shall have the Superintendent informed of their current address, name change and telephone number. Notification on recall shall be by certified mail at the teacher's last known address. Failure to contact the Superintendent to accept such recall within ten (10) calendar days from the date on which such notice is postmarked shall remove the teacher from recall status.

D. NOTICE OF CONTRACT SUSPENSION

When the Superintendent intends to recommend suspension of contracts to achieve a reduction in force, he/she shall give notice of such intent to the Association President fifteen (15) calendar days prior to Board action. A seniority list shall be prepared and kept updated ranking all tenured teachers in the District by seniority, giving areas of certification and present teaching and building assignment, followed by all nontenured teachers in the District in a like manner. The Association President shall be supplied a copy of this list and each update upon request.

E. MISCELLANEOUS

A teacher on layoff due to a reduction in staff shall be eligible to participate in group insurance programs provided to teachers for a period of eighteen (18) months following his or her last actual work day, by the teacher making payment of the total monthly premium for such coverage. Such payments must be submitted as per schedule set by the Treasurer.

ARTICLE 15

NOTIFICATION AND POSTING OF VACANCIES

1. For any bargaining unit positions that are to be filled, an announcement of that position shall be posted by e-mail to all employees and posted on the district website as soon as possible after the Board's decision to fill the position. Said position shall not be filled until the notice has been posted for at least five (5) working days. All teachers who have notified the Superintendent per Section B. below shall be notified by mail.

The Board reserves the right to fill or not fill any vacant position. When the Board decides to fill a vacancy, it shall have the sole right to determine the best qualified individual. Factors to be considered in filing positions shall include, but are not limited to the following:

1. Certification;
2. Individual qualifications as determined by the Superintendent;
3. Building staffing needs;
4. Seniority.

- B. A unit member desiring a transfer to another position, whether or not a vacancy exists, should submit a written request to the Superintendent and to the Principal by March 31. Such written requests shall be reviewed annually and kept on file for one (1) year. Except as limited by this article, the right of assignment of all personnel shall rest with the Superintendent.

ARTICLE 16

PERSONNEL FILES

- A. There will be established and maintained one (1) official file on all professional teaching staff members. This file will be maintained in the Central Administration Office and should be locked when not in use.
- B. If the Board receives a request to view a teacher's personnel file, the Board shall attempt to contact the teacher about the request and shall attempt to secure the name, address and phone number of the person making the request and of his/her attorney. The teacher shall

be given a reasonable opportunity to be present when the file is opened or to arrange for a representative to be present. However, the Board shall not be precluded from following applicable law regarding the release of "public information."

- C. Any change in employee-related status shall be made part of this record. (Change of residence, marital status, degrees, hours of credit, etc.) Each teacher may submit letter(s) of merit which may be placed in his/her personnel file.
- D. The teacher concerned will receive a copy of all material before it is placed in his/her file.
- E. All materials or correspondence placed in the file must be signed by the teacher. This indicates only that the teacher has seen the material and does not indicate agreement or disagreement with the content. In the event the teacher refuses to initial the materials, the administrator shall note the refusal on the document and place the item in the file. Such material shall be part of the official file.
- F. The teacher may write a statement on the material to be filed and in all cases shall have the opportunity to reply to such material in a written statement to be attached to the copy. Any material to be filed will be marked "personnel file."
- G. Each teacher may request, in writing, to review the contents of his/her personnel file. Viewings shall be arranged at a time mutually agreeable to the teacher and the Superintendent/designee. The review shall be made in the presence of the Superintendent/designee. The teacher shall have the right to be accompanied by a representative when reviewing his/her file.

If and when a teacher and the Superintendent or his/her designee agree that certain material in the teacher's official file is irrelevant, inappropriate or false, or if the validity of a complaint is sustained by the grievance procedure, such material shall be removed from the file or corrected.

- H. Anonymous materials shall not be placed in a staff member's file nor be made a matter of record.
- I. A unit member may ask for a meeting with the Superintendent to discuss removal of any written record of disciplinary action which has been included in the unit member's personnel file for two years or more. Upon mutual agreement, the document(s) will be removed. Any documents related to or arising out of any incident involving inappropriate conduct with a student or any act of harassment or discrimination or any other conduct that may give rise to legal liability for the school district will be placed in an ancillary file.

ARTICLE 17

CHRONIC COMMUNICABLE DISEASES

No unit member shall be deprived of any legal right or rights under this contract as a result of a chronic communicable disease.

ARTICLE 18

TEACHING CONDITIONS

Unit members employed under regular contract to perform regular duties shall be governed by the following work conditions:

A. REGULAR SCHOOL YEAR

The regular school year shall consist of one hundred eighty-four (184) days. The regular consecutive duty work day shall not exceed seven (7) hours and fifteen (15) minutes inclusive of the lunch period. Travel time during the school day shall not be considered lunch or conference time. Except in emergencies, the work day may only be extended twice per month by the administration to conduct faculty meetings up to a maximum of one (1) hour each. Attendance at faculty meetings is mandatory provided twenty-four (24) hours notice is given to the bargaining unit members. Faculty meetings within the work day shall be limited to one (1) per week and shall not deprive bargaining unit members of their two hundred (200) minutes of planning/preparation time. Shared teachers (e.g., Art, Music, Physical Education, etc.) will be assigned to a building administrator who will be responsible for resolving conflicts in scheduling of shared teachers' attendance at mandatory faculty meetings.

- B. Intermediate, middle and senior high unit members employed for a full day shall be assigned one (1) period for nonpupil contact, which shall be devoted to conferences, professional study, lesson preparation, or other such purposes necessary for carrying out the duties of the position. Such time shall be included with the two hundred (200) minutes per week per state minimum standards.
- C. Elementary unit members shall be granted release time from teaching duties during the time special unit members, such as physical education and vocal music, are holding the respective classes. Released time shall be devoted to the conferences, professional study, lesson preparation, or other such purposes necessary for carrying out the duties of the position. Such time shall be included within the two hundred (200) minutes per week per state minimum standards.
- D. Teachers may request keys to their teaching station and shall be allowed to check out keys to the lounge, work areas, interior hallway gates, and outside doors.

- E. The Association shall have the right to make recommendations for the school calendar prior to January 15 of each school year.
- F. All unit members shall have at least a thirty (30) minute, duty free lunch period and a minimum of two hundred (200) minutes per week for planning and preparation as per state minimum standards.
- G. Where possible, unit members shall be provided release time for curriculum committees, student diagnostic conferences, the grading of locally developed or standardized tests, and the analysis of student assessments. Release time shall be provided once each grading period by utilizing a two hour late arrival for students.
- H. Unit members shall not be required to complete reports related to a suspected handicapped child that extends the work day beyond seven (7) hours and fifteen (15) minutes.
- I. Unit members shall not be required to use their planning period or scheduled planning time for substituting for a unit member who is absent.
- J. Calamity Days - unit members will not be required to report to school and they will be paid their regular per diem rate for days school is canceled due to calamity conditions. Unit members will not be paid additionally for made up days required by law.
- K. COEA Day will not be a contract duty day.

ARTICLE 19

PAY PRACTICES

- A. Regular teachers' salaries shall be paid in twenty-six (26) consecutive installments on alternate Fridays. Beginning with the first payday in January 2004, all payroll checks shall be directly deposited to the financial institution selected by the teacher.
- B. The Board shall provide payroll deductions as required by federal, state and local laws pertaining to income tax withholding. The Treasurer shall make deductions upon individual written authorization for credit union, tax sheltered annuities, United Appeal, Fund for Children and Public Education, Ohio Tuition Trust, and group insurance premiums. No teacher deduction shall be made for any insurance program or dues determined by the Association to be associated with a competing organization in the representation of teachers. Companies offering tax sheltered annuities, whose payment are payroll deducted, must participate in the Plan with Ease Program, a third party administrator.
- C. The Treasurer shall make payroll deductions for Association dues in accordance with this section.

1. The Association will provide the Treasurer signed, payroll deduction, authorization forms, including the annual amount of Association dues and/or assessments to be made on or before February 1 annually.

Such authorization will continue annually, thereafter, unless a member revokes such authorization, using an Association provided form, during a 30-day withdrawal period ending August 31.

2. Dues deductions shall be made in equal amounts from each pay, beginning with the first pay in October through the last pay in June.
 - a. If a payroll authorization form is rescinded after the first pay in October, deductions shall be made in equal amounts in each remaining pay through the last pay in June.
 - b. No authorization forms will be honored for the remainder of the year, submitted after February 1, except in the case of newly-hired unit members.
3. When a teacher resigns, takes an approved unpaid leave of absence, or otherwise is separated from active Board employment, the balance of the Association dues to be deducted for that year shall be withheld from the last teacher paycheck if funds are available in that check.

- D. When a teacher is absent without using approved paid leave, the teacher's salary shall be docked on a per diem basis. A teacher that has been advanced paid sick leave and who separates from the employment of the Board before earning those sick leave days shall have the value of those days deducted, on a per diem basis, from the last paycheck of the year, to the extent there are earnings in that paycheck.
- E. Credit Union and Tax Sheltered Annuities will be deducted equally, the first and second pay periods of each month, as authorized. Authorization for annuities is contingent upon the annuity providing company to sign an agreement with the Board ensuring proper and accurate calculation of allowable deductions and annuities and to indemnify and hold the Board harmless.
- F. Supplemental pay will be paid according to provisions in Article 26.
- G. Any other elected and authorized deduction will be made in equal amounts from the first two (2) pay periods of each month.
- H. The first paycheck stub of each month will include accumulated and unused sick leave through the previous month.

K. A Section 125 Plan to allow payment of insurance premiums with pre-tax dollars shall be implemented. Effective with the first paycheck in February 2009, the Section 125 Plan will also provide for a Health Flexible Spending Account.

L. **FAIR SHARE FEE PROCEDURES:**

1. **Payroll Deduction for Fair Share Fee**

The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Association, a fair share fee for the Association's representation of such nonmembers during the term of this contract. The fee shall represent that portion of Association dues allocable to negotiating and administering the collective bargaining agreement and shall not exceed one hundred percent (100%) of the unified dues of the Association.

2. **Notification of the Amount of Fair Share Fee**

Notice of the amount of the annual fair share fee and the names of those bargaining unit members who are not members of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about November 15 of each year during the term of this contract for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Berne Union Education Association.

3. **Schedule of Fair Share Fee Deductions**

a. **All Fair Share Fee Payors**

Payroll deduction of such fair share fees shall be made in substantially equal amounts from each pay. The first deduction of the fee will not occur prior to January 15 and will continue through the last payroll period in June.

b. If a staff member's employment ends, if he/she goes on an unpaid status before all deductions have been made, or if there are not sufficient payrolls remaining in that school year, the unpaid balance will be deducted from his/her final payroll check for that school year. If the amount of the last payroll check is insufficient to cover the balance of the fee due, collection of any remaining amount shall be the Association's sole responsibility. Following completion of each deduction, the Board's Treasurer shall remit the amount which was deducted to the Berne Union Education Association.

4. **Procedure for Rebate**

The Association represents to the Board that an internal rebate procedure has been

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

5. Entitlement to Advance Reduction

Upon timely demand, nonmembers may apply to the Association for an immediate advance reduction of the fair share fee pursuant to the internal procedure adopted by the Association. The advance reduction shall be the proportionate amount of monies expended for partisan political or ideological purposes not germane to the Association's work in the realm of collective bargaining.

6. Indemnification of employer

The Association agrees to defend and indemnify the Board for any cost, demands, claims, suits or liability incurred as a result of the implementation and enforcement of this provision provided that:

- a. The board shall give written notice within ten (10) work days of any claim made or action filed against the employer by a nonmember for which defense and indemnification may be claimed;
- b. The Association shall reserve the right to designate counsel to represent and defend the employer;
- c. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;
- d. The Board acted in good faith compliance with the fair share fee provisions of this Agreement; however, there shall be no defense or indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provisions herein.

ARTICLE 20

REGULAR SALARIES

A. REGULAR TEACHERS

1. Teachers shall be paid on the indexed regular salary Schedule (Appendix A) in keeping with the provisions of this Article. The base salary, BA Column, 0 years' experience, will be \$31,108 effective July 1, 2009.
2. Newly employed teachers by the Board shall be granted "years of service" credit for placement on the salary schedule based upon their experience as follows:
 - a. One (1) year's service credit, not to exceed five (5) years for each twelve (12) months of active military service by the teacher since he/she first obtained a teaching certificate or license from the Ohio Department of Education.
 - b. One (1) year's service credit for each school year in which the teacher was employed full-time by a public school district, or a nonpublic district chartered by the State of Ohio. "Full-time" employment means actually working at least one hundred twenty (120) days during a school year for the full regular work day.
 - c. No newly hired teacher by the Board, or a teacher reemployed by the Board after an absence of more than three (3) years shall receive credit for more than ten (10) years' total prior service credit for salary placement purposes.
3. A teacher shall be advanced a step on the salary schedule, when increments so provide, upon being under contract and working for one hundred twenty (120) six (6) hour days or more in the prior school year.
4. In order for placement on the five (5) year column, a teacher must have one hundred fifty (150) semester hours inclusive of an earned Bachelor's Degree from an accredited teacher education college or university recognized by the Ohio Department of Education.
5. In order for placement on the Master plus columns, a teacher must have earned the hours after receipt of a Master's degree from an accredited teacher education college or university recognized by the Ohio Department of Education.
6. Three (3) quarter hours shall equal two (2) semester hours for purposes of this Article.

B. ADDITIONAL HOURS

1. Consideration for new contract status for pay purposes, shall follow this procedure: Each teacher who has completed training which would qualify him/her for a higher salary bracket shall submit a transcript to verify this fact by October 15 (effective the first work day of the school year) and March 15 (effective January 1) of any school year.
2. A bargaining unit member who submits satisfactory evidence of completed training after October 15 but prior to March 15 shall have his/her salary calculated on the appropriate higher salary level effective January 1 or on the date the course was completed if the training was completed between January 2 and 31.

C. TUTORS

1. Tutors shall be paid on an hourly basis according to the following schedule:
 - a. 7/1/09 \$15.00

D. TRAVEL EXPENSES

Mileage reimbursement for all Board-authorized travel shall be paid at the I.R.S. approved rate.

ARTICLE 21

LEAVES OF ABSENCE

A. SICK LEAVE

1. There shall be fifteen (15) days of sick leave per school year for each full-time employee of a Board of Education. Teachers who render part-time service shall be entitled to sick leave for the time actually worked at the same rate as that granted full-time employees. A teacher employed as a substitute with an assignment to one specific teaching position shall, after sixty (60) days of service, be granted sick leave. The basis for determining this number of days of sick leave shall be one and one-fourth (1¼) days per month for twelve (12) months. The sick leave shall be cumulative to a maximum of two hundred thirty-five (235) days.
2. At the beginning of each year a full-time teacher with a cumulative total of less than five (5) days sick leave will be advanced the number of days necessary to bring their beginning total to five (5) days. If the sum of a teacher's cumulated days of sick leave at any time is below accumulation, only a sufficient number of days shall be recorded to his/her credit to bring the total of the cumulated days of sick leave up to a maximum at the end of the school year. No unused portion of

the annual fifteen (15) days sick leave allowance per year shall be carried from one year to the next in excess of the maximum.

3. If a person is employed during the school year he/she shall be credited with days of sick leave in proportion to the fractional part of his/her term which remains, at the rate of one and one-fourth ($1\frac{1}{4}$) days per month each month of the year.
4. Proof of illness or of absence for other reasons must be established with the local Superintendent.
5. Teachers may be required to provide the Board with a doctor's certificate in order to return to work following illnesses of three (3) or more days.
6. Teachers absent more than five (5) consecutive days, may be required to furnish a satisfactory written signed statement listing the name and address of the attending physician and the dates when he/she was consulted to justify the use of sick leave. This is to be interpreted to also include absence as a result of personal illness or injury in the immediate family. The signing and filing of such absence report by a teacher shall be a certification by him/her that the facts and statements contained in said report are true and correct. The filing of any willfully false statement by a teacher shall be considered by the Board as grounds for suspension or termination under Section 3319.081 and 3319.16 of the Revised Code.
7. A teacher may use a part or all of the cumulated leave to the maximum accumulated. After any period of acceptable absence, as described in this sick leave article, the leave can again be built up to the maximum. Teachers, upon approval of the responsible administrative officer of the district, may use sick leave for absence due to personal illness, disability resulting from pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the teacher's immediate family. Immediate family shall be interpreted to include parents, brother, sister, children, grandchildren, grandparents, spouse, father-in-law, mother-in-law, sister-in-law, brother-in-law, step relatives, or anyone living in the same household.
8. A teacher planning to request a leave of absence and/or use of sick leave because of disability resulting from pregnancy shall make her request in writing, accompanied with a statement from her doctor indicating the expected delivery date. This request should be made at least ninety (90) days prior to her expected delivery date. For the purpose of this provision, disability resulting from pregnancy is the period during which the teacher is not physically and/or emotionally capable of performing all the duties and functions of her position. This beginning date of disability and the termination of disability shall be established by written statement of the teacher's doctor. Verification of continuing disability after delivery may be required by the Superintendent, upon written notice to the teacher.

9. A teacher who transfers from a public agency to a school district shall be credited with the unused balance of his/her accumulation permitted in the school district to which the teacher transfers provided that such reemployment takes place within ten (10) years of the date of the last termination from public service.
10. Teachers coming into the school system from other Ohio systems can transfer their sick leave from previous place of employment by securing a statement from the Treasurer of the Board where employed. The burden of proof of previously accumulated sick leave is on the teacher.
11. Any teacher who uses all his/her accumulated sick leave may substitute unused personal leave.

B. PERSONAL LEAVE

1. All full-time teachers shall be entitled to three (3) full days of paid personal leave each year.
2. Personal leave shall not be used during the first and last fifteen (15) days of the school year nor on the day before or the day following a holiday or recess unless reasons are given and the leave is approved by the Superintendent. The Superintendent has final authority in approval of personal days during these restricted periods.
3. No more than three (3) of the bargaining unit members will be granted personal leave on any one (1) day except in case of emergencies. Request for use of personal leave should be submitted to the local Superintendent as far in advance as possible, and must be submitted at least seventy-two (72) hours in advance except in the case of emergencies, in which case the request must be made by telephone and then confirmed by submission of a completed personal leave form. The Superintendent has final authority in approval of personal leave days when more than three unit members request personal leave on any one day, based on time of submission.
4. Personal leave may be taken in increments of one-half ($\frac{1}{2}$) day.
5. Unused personal days shall be converted to sick leave at the end of the fiscal year, June 30.

C. PROFESSIONAL LEAVE

1. The Board recognizes the value of teachers attending professional meetings and encourages attendance within the limits of practicability. The salary of substitute teachers during attendance of such meetings is paid by the Board and the expenses of attending will be paid as approved by the Board.

The Board authorizes the attendance and reimbursement of expenses to professional meetings for teachers approved by the Principal and the Superintendent when the meetings do not exceed one (1) day in duration and the total cost of all meetings approved during the year does not exceed a total of three thousand dollars (\$3,000). Teacher meetings of more than one (1) day duration must have Board approval prior to attendance.

2. Expenses for approved professional meetings will be limited to forty dollars (\$40.00) per day for room and twenty dollars (\$20.00) per day for meals. Meals will not be paid when the meeting is for one (1) day only. Lodging will be paid only if the meeting is of two (2) or more days duration and attendance is more than sixty (60) miles from Berne Union or the teacher's residence, whichever is nearer. Exceptions for lodging may be approved by the Board if students are attending the meeting and will be expected to remain overnight. Other exceptions may be approved by a majority vote of the Board. Original receipts must be presented for reimbursement of expenses incurred.
3. If the information obtained at the meeting is pertinent to others as determined by the principal and teacher, the teacher will share it with other staff. Sharing may be done by large or small group presentation at mutually convenient times for presenters and presentees and/or written, audio and video tape presentation.

D. COURT LEAVE

1. A teacher absent from school due to jury duty, either reporting or serving, shall be compensated as usual, but upon completion of the jury duty, shall certify to the Treasurer, on a form provided by the Board, the amount received for such reporting and/or service, and said amount shall be deducted from the next pay. This does not include any monies received from the court for expenses.
2. In all cases where teachers are subpoenaed or summoned to appear for Grand Jury hearing or to appear in any court in cases in which they are not parties, they shall be paid full pay in keeping with provisions of Paragraph 1 above.
3. If a teacher is requested or directed by the Board or an administrator, in writing, to appear in court on behalf of the Board on a day when the teacher would be working for the Board, the Board shall pay the teacher.

E. MATERNITY LEAVE

A pregnant bargaining unit member may use accumulated sick leave for up to six (6) weeks prior to and six (6) weeks after the birth of the child.

F. ADOPTION LEAVE

A bargaining unit member may use up to six (6) weeks of accumulated sick leave in

connection with the adoption of a child. This leave shall not be available for the adoption of a child that has previously resided with the parent(s) as a foster child or the child of one of the parents.

G. UNPAID LEAVE

Unpaid leaves of absence for up to two (2) consecutive school years are governed by the provisions of this Article. The Board may grant such leave for personal illness or other disability; professional study and travel; childbirth; infant child care, including adoption of a child; service in elected public or Association office; or for other reasons as approved by the Board.

1. Parental Leave

- a. Applications for parental leave shall state in writing the expected date of birth or receipt of custody, the date requested leave is to begin, the date the unit member hopes to return to service and the name of the attending physician or adoption official. If possible, applications should be made at least thirty (30) days in advance of the requested beginning date of the leave or requested extension except in case of an emergency.
- b. Sick leave shall not accrue during parental leave. Unit members on parental leave shall be eligible to continue Board provided insurance plans by paying the regular premiums to the Treasurer prior to the due date.
- c. At the expiration of the approved leave, the returning staff member shall be granted his/her position held prior to the leave if it is vacant. Should the position be filled, the returning staff member shall be appointed to a certificated position with equivalent contract status for which he/she is certificated.

2. Other Medical Leaves

To the extent that a teacher does not have sufficient accumulated sick leave, he or she shall be granted an unpaid leave of absence where illness or other physical or mental disability is the reason for the request. A request for such leave must be in writing and supported by a doctor's statement as to the disability and the likely duration of the disability or the need for continued absence on account of disability. A teacher returning from an unpaid disability leave shall be assigned to a position for which he or she is certificated.

3. Other Unpaid Leaves

Upon written request of a teacher, the Board may grant unpaid leaves of absence for other reasons.

4. General

- a. Requests for unpaid leave shall be on a Board-provided form.
- b. Such request should be submitted, when possible, at least thirty (30) days before the end of the semester preceding the semester said leave is requested.
- c. The requested time of the leave should, when possible, correspond to the starting and ending dates of semesters.
- d. A teacher shall not accrue sick leave while on unpaid leave.
- e. A teacher on unpaid leave shall not be entitled to benefits or compensation provided to regular members of the bargaining unit except as specifically provided herein.
- f. A teacher may continue to participate in group insurance by paying the total monthly premiums to the Treasurer while on unpaid leave. Such payment shall be made as per a schedule set by the Treasurer.
- g. A teacher shall not accrue service time for salary placement purposes while on unpaid leave, nor shall he/she be given seniority credit for the period of an unpaid leave.
- h. The Superintendent may require a teacher returning to active employment status after personal illness or disability to provide a doctor's statement that the teacher is able to perform regular duties.
- i. If a teacher uses an unpaid leave of absence for purposes other than those for which the leave was granted, the Board may revoke the leave (effective immediately) and impose appropriate discipline.

H. ASSAULT LEAVE

- 1. The Board will grant assault leave to employees due to physical disability resulting from assault under the following conditions:
 - a. Any teacher who must be absent due to physical disability resulting from an assault while teaching or in school-related activities on or off school

premises, before, during or after school hours, will be paid full scheduled compensation for the period of such absence up to one (1) full school year.

- b. Assault shall be defined as intentional physical touching.
 - c. Before assault leave will be granted, the teacher shall have furnished to the Superintendent, a written, and if possible, a signed statement describing the circumstances and events surrounding the assault. A teacher on assault leave must cooperate with the Board in a prosecution or civil suit filed as a result of the incident which led to the use of such leave. Such cooperation may include the Board requiring the teacher to file a criminal complaint.
 - d. The statement of the assault shall include:
 - 1) Time and location of the incident.
 - 2) Names and addresses, if known, of witnesses, if any.
 - 3) Description of injuries sustained.
 - e. If the teacher obtains personal medical attention, a doctor's statement shall be provided to the Superintendent as to the nature of the disability and the likely duration such disability will require the teacher's absence.
 - f. The Board may require the teacher to be examined by a Board appointed doctor, at Board expense, to determine the extent of disability, duration of same, or continuation of the disability.
 - g. If the teacher's personal doctor and the Board appointed doctor disagree on the disability, duration of disability, or continuation of disability, the Board will obtain and pay for another doctor to examine the teacher. The decision of the third doctor will be final as the issues in dispute at that time concerning the nature of the disability, expected duration of the disability, or continuation of the disability.
 - h. The Superintendent may require a teacher returning to active employment status after personal illness or disability to provide a doctor's statement that the teacher is able to perform regular duties.
 - i. If a teacher uses an unpaid leave of absence for purposes other than those for which the leave was granted, the Board may revoke the leave (effective immediately) and impose appropriate discipline.
2. A teacher on assault leave shall not have such time off charged to sick leave.

I. MISCELLANEOUS LEAVE

1. In keeping with Section 3313.202 of the Ohio Revised Code, the Board shall continue to carry on payroll records, all teachers whose sick leave has been exhausted, or who is on a disability leave of absence, or who is on an approved leave of absence, for the purpose of group term life, hospitalization, surgical and major medical insurance coverage. The cost of such coverage is to be paid by the teacher and such payments shall be submitted as per a schedule set by the Treasurer.
2. A teacher absent from work in excess of the number of sick leave or other authorized leave days accumulated by the teacher shall receive a salary deduction calculated by dividing the number of days in the teacher's duty year into the gross annual salary, thus arriving at a per day deduction.

J. FAMILY AND MEDICAL LEAVE ACT

Notwithstanding any provision in this Agreement to the contrary, each of the parties reserves all rights and responsibilities provided employers and employees under the Family and Medical Leave Act of 1993 (the Act). It is the intent of the parties that all rights regarding leaves provided by the Act and the regulations adopted thereunder will supersede and take the place of all related leave provisions contained in this Agreement except that benefits under the contract which exceed benefits under the Act will prevail.

ARTICLE 22

SICK LEAVE BANK

- A. A sick leave bank shall be established to provide sick leave benefits to a bargaining unit member who has exhausted all of his/her accumulated sick leave due to a catastrophic personal injury or illness or a catastrophic injury or illness in the immediate family. For purposes of this article, "catastrophic" shall mean a seriously debilitating or life threatening illness or injury and shall not include a normal pregnancy. Donation to the sick leave bank will not disqualify bargaining unit members from receiving the attendance incentive.
1. The bargaining unit member must have had at least forty-five (45) days of sick leave accumulated at the time of the catastrophic event or have been absent from work due to a catastrophic event at least forty-five (45) days before he/she shall be eligible to receive sick leave bank days.
 2. Eligible bargaining unit members may draw upon the sick leave bank to a maximum of sixty (60) days per occurrence or to the end of the school year, whichever is less.

- B. The BUEA shall establish an internal policy to administer the request, donation and transfer of sick leave days from bargaining unit member's sick leave accumulations. Such policy shall be administered in a fair and equitable manner and shall not discriminate on the basis of association membership. Once established, the BUEA shall provide a copy of the policy and any subsequent amendments to the Treasurer.
- C. Prior to the transfer of any sick leave days, the BUEA shall send a notice to the Treasurer in writing that details the number of sick leave days to be deducted from each bargaining unit member and to whom these days have been donated. The notice shall also include a signed statement from each bargaining unit member involved authorizing the Treasurer to transfer the days.
- D. In no case shall this plan prevent or prolong a unit member from applying for and going on disability retirement.

ARTICLE 23

TUITION REIMBURSEMENT

- A. Teachers completing additional college training will receive sixty percent (60%) of the rate at Ohio University/Athens per quarter hour of undergraduate or graduate credit earned. Semester hours earned will be paid at one and one-half (1.5) above the formula for quarter hours.
- B. Each bargaining unit member may receive up to one thousand five hundred dollars (\$1,500) in any fiscal year. Each fiscal year of this Agreement, the Board shall budget a total of twenty-five thousand dollars (\$25,000) for tuition reimbursement under this Article. If and when the twenty-five thousand dollars (\$25,000) budgeted has been exhausted through disbursement in a given school year, bargaining unit members who have requested and are qualified for reimbursement under the terms of this Article will have first priority for reimbursement the following school year. Holdovers (those who have to wait until the following year to be reimbursed) will be reimbursed regardless of employment status if they worked at Berne Union the year following the completion of coursework. A course will be eligible for reimbursement based upon the date of completion of the course.
- C. Courses must be approved by the Superintendent in advance of the first class meeting and reimbursement cannot exceed actual tuition or workshop expenses as shown by receipt from the university or employee expense forms.
- D. Reimbursement will be received following successful completion of the course(s) or workshop(s) and submission of a grade sheet, transcript, or certificate of completion to the Treasurer's office for verification. Reimbursement will be in the next budgetary payment cycle following the treasurer's receipt of all paperwork necessary for reimbursement. Paperwork must be submitted no later than six months following the

completion of the course. The date the Treasurer's office receives the paperwork necessary for reimbursement will determine when payment is made.

- E. Included in the \$1,500 as mentioned in B above, fees, mileage, and meals up to a total of \$200 for workshop expenses will be allowable.

ARTICLE 24

STRS PICK-UP; SALARY REDUCTION METHOD

- A. The Board agrees to STRS "pick-up" utilizing the salary reduction method. Contributions to the State Teacher Retirement System will be paid on behalf of the employees in the bargaining unit, at no cost to the Board, under the following terms and conditions.
 - 1. The amount to be "picked-up" on behalf of each employee shall be the percentage of the employee's gross annual compensation established by statute or STRS regulation as the employee's retirement contribution. The employee's annual compensation shall be reduced, at no cost to the Board, by an amount equal to the amount "picked-up" by the Board for the purpose of State and Federal tax only.
 - 2. The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment.
 - 3. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.
 - 4. Payment of all paid leaves, sick leave, personal leave and severance including unemployment and worker's compensation shall be based on the employee's daily gross pay prior to reduction as basis (ex: gross pay divided by the number of days worked).
- B. Each employee will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations, with respect to the "pick-up" in combination with other tax deferred compensation plans.
- C. If the foregoing "pick-up" provisions are nullified by subsequent Internal Revenue Service Rulings, Ohio Attorney General Opinions, or other governing regulations, the Board will be held harmless and this article of Agreement shall be declared null and void. The Board shall then return to the former method of employer and employee retirement system contributions as soon as is necessary.

STRS PICK-UP AS A FRINGE BENEFIT/EXTRA COMPENSATION

- A. The Board agrees to STRS pick-up utilizing the pick-up as a fringe benefit/extra compensation method. Contributions to the State Teacher Retirement System will be paid on behalf of the employees under the following terms and conditions:
1. All contracts which take effect after July 1, 1997, will have contributions of two percent (2%) picked up by the employer and will be included in compensation for retirement purposes. Employee contributions will subject to change as requested by STRS under Article 25 - STRS PICK-UP: SALARY REDUCTION METHOD and the Board contribution will be two percent (2%) with a pick-up on the pick-up of .186%.
 2. The pick-up percentage shall apply uniformly to all members of the teaching faculty as a condition of employment. Each employee who is a member of STRS is considered a part of the group.
 3. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.
 4. Payment of all paid leaves, sick leave, personal leave and severance pay due to retirement, plus unemployment and worker's compensation shall be based on the employee's daily gross pay prior to STRS pick-up as basis (ex: gross pay divided by the number of days worked).
- B. Each employee will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations, with respect to the pick-up in combination with other tax-deferred compensation plans.
- C. If the foregoing pick-up provisions are nullified by subsequent Internal Revenue Service Rulings, Ohio Attorney General Opinions, or other governing regulations, the Board will be held harmless and this article of the Agreement shall be declared null and void. The Board shall then return to the former method of employer and employee retirement system contributions as soon as is necessary.

ARTICLE 25

SUPPLEMENTAL SALARY

- A. Teachers issued supplemental contracts shall be paid on the supplemental salary schedule (Appendix C of this Agreement) with a base for said salary schedule to ten percent (10%) of the base (BA-0) salary.
- B. Supplemental salaries shall be paid according to the following schedule:

1. Year long supplemental duties shall be paid one-half (½) of the total due at the conclusion of the first school semester and the remaining one-half (½) at the conclusion of the second school semester.
 2. Supplemental duties other than athletic duties performed for a limited period within the school year shall be paid in the following manner: one-half (½) the amount of the pay on the payday nearest the middle of said duty. The middle shall be determined by the Principal. The remaining one-half (½) will be paid at the conclusion of the duty as determined by the Principal.
 3. All athletic supplemental contracts shall be paid in the following manner: one-half (½) the total amount of pay on the payday nearest the middle of said duty as authorized by the Athletic Director; one-half (½) the total amount at the conclusion of said duty following certification by the Athletic Director that all responsibilities have been concluded. Such responsibilities shall include an inventory, evaluation of coaching staff, or other reports that may be required by the job description.
- C. No unit member will be required to accept a supplemental contract nor will a unit member's regular teaching abilities be evaluated based upon his/her performance on a supplemental contract.
- D. Supplemental positions will be filled in accordance with Article 15 - Notification and Posting of Vacancies.
- E. The Board may institute new supplemental positions at any time during the life of this Agreement, and shall notify and offer to negotiate the salary with the Association. The compensation for any newly created supplemental position will be negotiated before it is offered to a bargaining unit member.

ARTICLE 26

ATTENDANCE INCENTIVE PLAN

- A. A monetary incentive program will be in effect to reward employees with two (2) or fewer than two (2) days absences during the year. Employees will be paid according to the following schedule when all regulations are met:
1. Employees with no absences for any reason, including personal days, three hundred seventy-five dollars (\$375) per year.
 2. Employees with a total of up to and including one (1) day absence including sick and personal days - two hundred fifty dollars (\$250) per year.

3. Employees with a total of more than one (1) but not more than two (2) days absence including sick and personal days - one hundred fifty dollars (\$150) per year.

B. SPECIAL PROVISIONS

1. The Treasurer of the Board will issue the bonuses to eligible employees the next possible pay period following the last day students are in attendance in the regular school year. Exception: unit members with extended contracts will be paid two (2) weeks after the contract ends.
2. The Board will consider any absence from work with the exception of jury duty, approved professional meetings, curriculum development meetings, approved field trips and professional visitations as violations of this attendance incentive program whether or not applicable to sick leave or personal leave provisions.

Unit members shall not lose their perfect attendance for up to three (3) days' absence due to death in the immediate family.

When an employee is subpoenaed into court because of a student or a problem directly related to the operation of the district, and said employee presents evidence of such to the Superintendent, that day may be counted for professional purposes and not considered as an absence for the purpose of this calculation.

3. Compensatory time may not be used for sick leave purposes to avoid being absent on the attendance incentive plan. Use of compensatory time must be arranged at least forty-eight (48) hours in advance.
4. The incentive plan shall be applicable to all extended service days in a given contract.
5. All employees working less than full time will have their incentive award prorated, based upon the actual hours worked. Full-time for hourly employees will be forty (40) hours per week or the weekly schedule determined by the Board and administration.
6. Payment for the incentive plan is subject to all deductions as required by law.

ARTICLE 27

INSURANCE

A. HOSPITAL/MEDICAL/MAJOR MEDICAL

1. The Board will continue to provide group Hospital/Medical/Major Medical insurance for teachers that equals or exceeds coverage provisions currently in effect. Said plan may include the following provision:

- a. Pre-admission testing
- b. No weekend admission except for emergencies (Friday p.m. - Sunday noon).
- c. Pre-certification for hospital stays for elective surgery.
- d. Effective July 1, 2000, the maximum allowable deductible shall be two hundred dollars (\$200) individual plan and four hundred dollars (\$400) family plan.
- e. Maximum co-insurance shall be 80:20 of expenses up to two thousand dollars (\$2,000) per individual and up to four thousand dollars (\$4,000) per family. The policy shall assume one hundred percent (100%) of expenses greater than two thousand dollars (\$2,000) per individual and four thousand dollars (\$4,000) per family.
- f. Prescription Drug Insurance –
Copay amount for:

Retail Pharmacy – generic	\$5 per prescription or refill
Retail Pharmacy – formulary	25% of the cost up to a maximum copay of \$100 per prescription or refill
Retail Pharmacy – brand	50% of the cost up to a maximum copay of \$150 per prescription or refill

Mail service – generic	\$10 per prescription or refill
Mail service – formulary	\$30 per prescription or refill
Mail service – brand	\$60 per prescription or refill

Maximum benefit per calendar year:

Retail Pharmacy	\$2,000 per covered person
Mail service	\$5,000 per covered person

Dispensing limit:

Retail Pharmacy	30 days
Mail service	90 days

2. Effective July 1, 1997, the Board shall pay eighty percent (80%) and each employee twenty percent (20%) of the monthly premiums for this coverage.

Teachers shall have the option of selecting either individual or family coverage. In cases where husband and wife are employed in the school district, they are entitled to two (2) single policies or one (1) family policy.

There shall be a premium holiday in December 2009.

B. DENTAL

1. The Board will continue to provide group dental insurance for teachers that equals or exceeds coverage provisions currently in effect.
2. The Board will pay one hundred percent (100%) of the monthly premiums for this coverage up to thirty-five dollars (\$35). Teachers shall have the option of selecting either individual or family coverage.

C. OPTICAL

1. The Board will continue to provide group optical insurance for teachers that equals or exceeds coverage provisions currently in effect including an annual examination, lenses, and frames, without a deduction.
2. The Board will pay one hundred percent (100%) of the monthly premiums for this coverage up to twenty-five dollars (\$25). Teachers shall have the option of selecting either individual or family coverage.

D. LIFE

The Board will provide and pay twenty-five thousand dollars (\$25,000) one hundred percent (100%) of cost, face value, life insurance for each teacher. Such coverage will be the same as in effect in the 1999-2000 school year.

- E. Teachers who are employed to work less than full-time shall have the Board's share of the full-time employees' premium cost prorated on the following basis:

<u>CONTRACTED HOURS</u>	<u>BOARD'S % OF FT PREMIUM COST</u>
0-3.9	0
4-4.9	50
5 - 5.9	75
6 and Above	100

- F. The Board has the right to change carrier(s), provided:

- a. Benefits equal or exceed current benefit levels.
- b. The Board provides a copy of any provided insurance plan to the Association, for its review, within a reasonable time prior to the proposed implementation date of the proposed new carrier.

ARTICLE 28

RETIREMENT PAY

Retirement pay shall be in two (2) payments to eligible teachers according to the following provisions:

- A. **ELIGIBILITY** - A teacher's eligibility for retirement pay shall be determined as of the final date of employment. The criteria are:
 1. The individual retires from the school system.
 2. Retirement - disability or service retirement under any state or municipal retirement system of Ohio.
 3. The individual must be eligible for disability or service retirement as of the last date of employment.
 4. The teacher must apply in writing to the Berne Union Local Board of Education no later than sixty (60) days after the last paid date of service.
 5. The individual must, within one hundred twenty (120) days of last day of employment, prove acceptance into the retirement system. Extension must be approved by the Board.
 6. Must have not less than ten (10) years of service with this school district, the district, the state, or its political subdivisions.
 7. Must sign for first retirement check certifying all eligibility criteria have been met.
- B. **BENEFIT CALCULATION** - The amount of the benefit due a teacher shall be calculated by:
 1. Multiplying the teacher accrued, but unused, sick leave by one-fourth ($\frac{1}{4}$).
 2. Multiplying the product times the per diem rate of pay appropriate for that individual's placement on the base salary schedule that is in effect on the last day of accrued earnings by the teacher.

3. The amount of the benefit calculated in steps one (1) and two (2) shall not exceed the value of fifty-five (55) days of accrued but unused sick leave.

Retirement pay shall be paid in two (2) equal lump sums. Receipt of payment for accrued, but unused sick leave shall eliminate all sick leave credit accrued by the teacher.

Retirement pay shall be made only once to any teacher. Such payment will be made at the first pay after the request and verification of retirement. The second pay will be paid one year from the time of the first payment.

Contributions to the teacher's retirement system based upon monies paid for accrued, but unused, sick leave will not be made by either the Board or the teacher.

C. RETIREMENT INCENTIVE

1. A unit member shall receive a retirement incentive of two hundred dollars (\$200.00) per each year of service with the Berne Union Local Schools if he/she retires during or at the conclusion of a school year in which he/she first attains retirement eligibility during the term of this agreement as regulated by the State Teachers Retirement System (STRS).
2. STRS eligibility requirements as used in this Article are as follows:
 - a. Minimum of thirty (30) years of service credit at any age, or
 - b. Minimum of twenty-five (25) years of Service credit at age fifty-five (55),
or
 - c. Minimum of five (5) years of service credit at age sixty (60).
3. The Retirement Incentive shall be paid in two (2) equal lump sums. The first payment will be paid after the request and verification of retirement, and the second payment will be paid one (1) year from the time of the first payment.
4. This Retirement Incentive adopted July 1, 2000 will remain in effect through June 30, 2010.

ARTICLE 29

DRUG FREE WORKPLACE ACT COMPLIANCE

The Board of Education will implement such policies, notices, programs, and actions as may be required to comply with the Drug Free Workplace Act, including the taking of appropriate personnel action against any employee convicted of any criminal drug statute. Such action may include termination of contract. Convicted employees for whom termination of contract is not appropriate will be required to satisfactorily participate in a drug abuse, assistance or

rehabilitation program approved by a Federal, State, or local health, law enforcement, or other appropriate agency. All policies and notices developed in compliance with the Act will be posted in the same fashion as other bargaining unit information is posted.

ARTICLE 30

SENATE BILL 140 MANDATES

- A. In the event that the Board is required to implement changes in the wages, hours or other terms and conditions of employment for bargaining unit members as a result of the passage of Am Sub. S.B. 140 ("the Act") or Administrative regulations adopted pursuant to the Act, the Board will give notice of such implementation to the Association. Within twenty (20) calendar days the Association may submit a written demand to bargain the affects of the implementation on the wages, hours or other terms and conditions of employment for members of the bargaining unit. If such a demand is made the parties will engage in good faith bargaining for a period not less than thirty (30) days. Bargaining may be conducted by teams as designated by the Board and the Association, respectively. If the parties have not reached agreement by the end of the thirty (30) day period, the Board's obligation to bargain shall end and the Board may implement its last position of changes in the wages, hours or other terms and conditions of employment required as a result of the Act or administrative regulations adopted pursuant to the act.
- B. Effective July 1, 1991, the above procedure shall apply, except that if the bargaining teams have not reached agreement by the end of the thirty (30) day bargaining period the parties will engage in mediation for a period of not less than thirty (30) additional days or until resolution is reached, whichever occurs first. The mediator may be mutually selected by the parties. In the event the parties are unable to agree on a mediator, a mediator will be assigned by the Federal Mediation and Conciliation Service.

If the parties have not reached agreement by the end of the mediation period, the Board may, at its next regularly scheduled meeting more than ten (10) days after the conclusion of the mediation period, submit the unresolved issue or issues to arbitration. If the Board determines to submit the matter to Arbitration, an arbitrator will be selected and Arbitration conducted in accordance with the provisions of Article 3 of this Agreement (Grievance Procedure). The decision of the Arbitrator will be binding on the parties provided that the Arbitrator shall have no authority to make any award contrary to law or regulations of the Ohio Department of Education or any other agency having lawful jurisdiction over the Berne Union Local School District.

If the Board of Education does not refer the unresolved issue or issues to arbitration the Board may implement its last position of changes in wages, hours, or other terms and conditions of employment required as a result of the Act or administrative regulations adopted pursuant to the Act, and, the Association may, within ten (10) days after the Board meeting, issue a strike notice as provided in Revised Code Chapter 4117.

ARTICLE 31

REHIRING OF RETIRED TEACHERS

1. In the event a vacancy arises, the Board will comply with the requirements of Article 15, Notification and Posting of Vacancies.
2. Notwithstanding any other provision of this contract or any contrary provision of law, if the Board hires an individual who has retired pursuant to the requirements of STRS, during his/her employment with the Board that individual will be employed under one year contracts and will receive service credit for no more than ten (10) years of previous service. Once employed, the retiree shall be placed on the appropriate education column of the salary schedule and shall not advance beyond step 10 in experience regardless of years of service in Berne Union Local Schools or elsewhere. This teacher shall receive increases in pay resulting from an increase in the base salary.
3. These individuals shall be eligible to participate in vision, dental and life insurance plans offered by the Board at the employee's expense.
4. A retiree's contract is a one-year agreement only. Such contract contains a resignation clause effective at the end of the one-year period.
5. A retiree's contract expires at the end of the contract period without action by the Board or notice of expiration to the individual employee.
6. A retired employee must execute a written waiver of any evaluation procedures and potential automatic reemployment pursuant to applicable provisions of law.
7. A retired employee must waive eligibility for continuing contract status as a teacher in the District, no matter his/her length of post-retirement service or the number of administrative contracts issued.
8. No retired employee has any expectation of or right to future employment.
9. No retired employee is eligible to participate in any retirement incentive program offered by the Board, which includes severance allowance.
10. A retired employee must hold a valid license issued by the Ohio Department of Education pursuant to state law, and may be employed in the District under a temporary license.
11. In the event a reduction in force is necessary, retired employees are released before any limited contract employee and are not eligible for recall. Retired employees affected by a reduction in force may be subsequently rehired at the Board's discretion.

12. Retired employees return to employment with no sick leave balance, but may accumulate sick leave once re-employed.

ARTICLE 32

GENERAL PROVISIONS

A. TOTAL AGREEMENT

This Agreement constitutes the total agreement between the parties and supersedes all previous agreements and understandings.

The Board shall make any necessary changes in policy, procedure or practice necessary to be consistent with the terms and conditions of this Agreement.

B. WAIVER OF NEGOTIATIONS

The parties waive their right to initiate negotiations with respect to any negotiable matter during the terms of this Agreement except as provided in ORC 4117 on mandatory subjects of bargaining.

C. DURATION

This Agreement shall become effective on July 1, 2009, and shall remain in full force and effect through June 30, 2010.

D. ADDITIONAL PROVISION

A "Labor Management Committee" shall be formed consisting of representatives selected by the superintendent and by the BUEA President. The committee shall discuss issues such as but not limited to:

- Dress code
- Building Start/Stop Times
- Evaluations – a recommendation to bring to negotiations in 2010.

E. By affixing my signature, I affirm that necessary action has been taken by my respective party to enter into this Agreement.

FOR THE

**BERNE UNION EDUCATION
ASSOCIATION/OEA/NEA**

Thomas A. Shute

Greg George

Lori L. McCrady

Larry A. Andrew

**BERNE UNION BOARD
OF EDUCATION**

Richard Spindler

Frieda Cyrus

Michael O'Hara

Rex E. Coleman

APPENDIX A

SALARY SCHEDULE
Effective July 1, 2009 - June 30, 2010

2009-2010 SALARY INDEX

BASE \$ 31,108

Step	BA	BA	BA+5	BA+5	MA	MA	MA+15	MA+15
0	1.00000	\$ 31,108	1.04000	\$ 32,352	1.10000	\$ 34,219	1.15000	\$ 35,774
1	1.04000	\$ 32,352	1.08500	\$ 33,752	1.15000	\$ 35,774	1.20000	\$ 37,330
2	1.08000	\$ 33,597	1.13000	\$ 35,152	1.20000	\$ 37,330	1.25000	\$ 38,885
3	1.12000	\$ 34,841	1.17500	\$ 36,552	1.25000	\$ 38,885	1.30000	\$ 40,440
4	1.16000	\$ 36,085	1.22000	\$ 37,952	1.30000	\$ 40,440	1.35000	\$ 41,996
5	1.20000	\$ 37,330	1.26500	\$ 39,352	1.35000	\$ 41,996	1.40000	\$ 43,551
6	1.24000	\$ 38,574	1.31000	\$ 40,751	1.40000	\$ 43,551	1.45000	\$ 45,107
7	1.28000	\$ 39,818	1.35500	\$ 42,151	1.45000	\$ 45,107	1.50000	\$ 46,662
8	1.32000	\$ 41,063	1.40000	\$ 43,551	1.50000	\$ 46,662	1.55000	\$ 48,217
9	1.36000	\$ 42,307	1.44500	\$ 44,951	1.55000	\$ 48,217	1.60000	\$ 49,773
10	1.40000	\$ 43,551	1.49000	\$ 46,351	1.60000	\$ 49,773	1.65000	\$ 51,328
11	1.44000	\$ 44,796	1.53500	\$ 47,751	1.65000	\$ 51,328	1.70000	\$ 52,884
12	1.48000	\$ 46,040	1.58000	\$ 49,151	1.70000	\$ 52,884	1.75000	\$ 54,439
13	1.52000	\$ 47,284	1.62500	\$ 50,551	1.75000	\$ 54,439	1.80000	\$ 55,994
14	1.56000	\$ 48,528	1.67000	\$ 51,950	1.80000	\$ 55,994	1.85000	\$ 57,550
15	1.60000	\$ 49,773	1.71500	\$ 53,350	1.85000	\$ 57,550	1.90000	\$ 59,105
16	1.60000	\$ 49,773	1.71500	\$ 53,350	1.85000	\$ 57,550	1.90000	\$ 59,105
17	1.60000	\$ 49,773	1.71500	\$ 53,350	1.85000	\$ 57,550	1.90000	\$ 59,105
18	1.63200	\$ 50,768	1.74932	\$ 54,418	1.88697	\$ 58,700	1.93802	\$ 60,288
19	1.63200	\$ 50,768	1.74920	\$ 54,418	1.88697	\$ 58,700	1.93802	\$ 60,288
20	1.68000	\$ 52,261	1.80500	\$ 56,150	1.95000	\$ 60,661	2.00000	\$ 62,216
21	1.68000	\$ 52,261	1.80500	\$ 56,150	1.95000	\$ 60,661	2.00000	\$ 62,216
22	1.68000	\$ 52,261	1.80500	\$ 56,150	1.95000	\$ 60,661	2.00000	\$ 62,216
23	1.71359	\$ 53,306	1.84110	\$ 57,273	1.98903	\$ 61,875	2.03999	\$ 63,460
24	1.71359	\$ 53,306	1.84110	\$ 57,273	1.98903	\$ 61,875	2.03999	\$ 63,460
25	1.76002	\$ 54,751	1.89497	\$ 58,949	2.04998	\$ 63,771	2.09997	\$ 65,326
26	1.76002	\$ 54,751	1.89497	\$ 58,949	2.04998	\$ 63,771	2.09997	\$ 65,326
27	1.76002	\$ 54,751	1.89497	\$ 58,949	2.04998	\$ 63,771	2.09997	\$ 65,326
28	1.79523	\$ 55,846	1.93287	\$ 60,128	2.09100	\$ 65,047	2.14195	\$ 66,632
29	1.79523	\$ 55,846	1.93287	\$ 60,128	2.09100	\$ 65,047	2.14195	\$ 66,632
30	1.79523	\$ 55,846	1.93287	\$ 60,128	2.09100	\$ 65,047	2.14195	\$ 66,632

**SUPPLEMENTAL SALARY SCHEDULE
SUPPLEMENTAL SALARY SCHEDULE**

\$3,117.00

EXP/CAT	I		II		III		IV/1		V/1		VI		VII	
0	3,117.00	1.00	1,870.20	0.60	1,246.80	0.40	1,246.80	0.40	1,090.95	0.35	529.89	0.17	467.55	0.15
1	3,304.02	1.06	2,057.22	0.66	1,433.82	0.46	1,340.31	0.43	1,184.46	0.38	561.06	0.18	498.72	0.16
2	3,491.04	1.12	2,244.24	0.72	1,620.84	0.52	1,433.82	0.46	1,277.97	0.41	592.23	0.19	529.89	0.17
3	3,678.06	1.18	2,431.26	0.78	1,807.86	0.58	1,527.33	0.49	1,371.48	0.44	623.40	0.20	561.06	0.18
4	3,865.08	1.24	2,618.28	0.84	1,994.88	0.64	1,620.84	0.52	1,464.99	0.47	654.57	0.21	592.23	0.19
5	4,052.10	1.30	2,805.30	0.90	2,181.90	0.70	1,714.35	0.55	1,558.50	0.50	685.74	0.22	623.40	0.20
6	4,239.12	1.36	2,992.32	0.96	2,368.92	0.76	1,807.86	0.58	1,652.01	0.53	716.91	0.23	654.57	0.21
7	4,426.14	1.42	3,179.34	1.02	2,555.94	0.82	1,901.37	0.61	1,745.52	0.56	748.08	0.24	685.74	0.22
8	4,613.16	1.48	3,366.36	1.08	2,742.96	0.88	1,994.88	0.64	1,839.03	0.59	779.25	0.25	716.91	0.23
9	4,800.18	1.54	3,553.38	1.14	2,929.98	0.94	2,088.39	0.67	1,932.54	0.62	810.42	0.26	748.08	0.24

CATEGORY - I

Head Football
Head Boys Basketball
Head Girls Basketball
Band Director

CATEGORY - II

Head Volleyball
Head Baseball
Head Boys Track
Head Girls Track
Head Softball

CATEGORY - III

Head Golf – Coed
Head Cross Country – Coed
Assistant Football (up to 3 positions)
Assistant Boys Basketball (up to 3 positions)
Assistant Volleyball
Assistant Girls Basketball (up to 3 positions)
Assistant Girls Track
Assistant Boys Track
Assistant Baseball
Assistant Softball
Band Assistant I

CATEGORY-IV

MS/Jr. High Football
MS/Jr. High Volleyball
MS/Jr. High Boys Basketball
MS/Jr. High Girls Basketball
MS/Jr. High Boys Track
MS/Jr. High Girls Track
Yearbook Advisor
Band Assistant II
Band Assistant III

CATEGORY – V

Fall Cheerleading (Varsity and Reserve)
Winter Cheerleading (Varsity and Reserve)
MS/Jr. High Football Assistant
MS/Jr. High Volleyball Assistant
MS/ Jr. High Boys Basketball Assistant
MS/Jr. High Girls Basketball Assistant
MS/Jr. High Cross Country – Coed
High School Student Council Advisor

CATEGORY–VI

Winter Conditioning
Spring Conditioning
Summer Conditioning
Quiz Bowl
Honor Society
Spanish Club Advisor
Fall MS/Jr. High Cheerleading
Winter MS/Jr. High Cheerleading

Teachers participating in the Dual Enrollment Program shall be paid for an additional three days of pay for each class that is taught. The salary shall be included in the regular base salary and will be paid over the twenty six (26) pay periods.

Ten years of experience in another school may be allowed.

Employee will advance not more than one experience step annually.

The Board of Education reserves the right whether or not to fill the position.

GRIEVANCE FORM
BERNE UNION EDUCATION ASSOCIATION

GRIEVANCE NO.

DATE FILED

Grievant's Name _____ Position _____ Building _____

Grievance Defined _____

Date of Action on which is the basis of this grievance: _____

Relief Sought: _____

NOTE: Attach additional relevant documents or statements.

Signature of grievant: _____

STEP 1 - DATE FILED:

Administrative Response: _____

(Add attachment if additional space is needed)

Administrator's Signature _____ Position _____ Date _____

(cc: Superintendent, Berne Union EA, and Grievant)

Grievant's Response to Step 1, Administrative Response:

_____ The above response resolves this grievance and the matter is hereby resolved.

_____ The above response does not resolve this grievance and it is hereby requested the matter be carried to Step 2 of the Grievance Procedure.

Grievant's Signature _____ Date _____

cc: Superintendent, Berne Union EA

STEP 2 - DATE FILED:

DATE OF HEARING: _____

Administrative Response: _____

Administrator's Signature _____ Position _____ Date _____
(cc: Berne Union EA, and Grievant)

Grievant's Response to Step 2, Administrative Response:

_____ The above response resolves this grievance.

_____ The above response does not resolve this grievance and it is hereby submitted to Step 3.

Grievant's Signature _____ Date _____
cc: Superintendent, Berne Union EA

STEP 3 - DATE FILED:

DATE OF HEARING: _____

Board Response: _____
(Add attachment if additional space is needed)

Signatory for the Board _____ Position _____ Date _____
(cc: Superintendent, Berne Union EA, and Grievant)

Grievant's Response to Step 3, Board Response:

_____ The above response resolves this grievance.

_____ The above response does not resolve this grievance and it is hereby submitted to arbitration.

Grievant's Signature _____ Date _____
cc: Superintendent, Berne Union EA

APPENDIX D

BERNE UNION LOCAL SCHOOL DISTRICT

TEACHER NOTIFICATION OF CYCLE STEP

This document is to inform _____ that he/she will complete the following step of our evaluation cycle during the 19__/19__ school year.

_____ 1. Performance Review

_____ 2. Developmental Activity

_____ 3. Feedback

_____ 4. Reflection

Signature of teacher _____ Date _____

Signature of administrator _____ Date _____

One (1) copy of this form is to be retained by the teacher, and one (1) copy will be placed in the personnel file when the cycle step is completed.

**BERNE UNION LOCAL SCHOOL DISTRICT
PERFORMANCE REVIEW
COVER SHEET**

Teacher's Name _____

Evaluator's Name _____

School _____ Grade _____

Subject _____ Evaluation Year _____

Time Line Schedules

Date

Notification of Cycle Step _____

First Observation _____

Post-Conference _____

Second Observation _____

Post-Conference _____

Conference Regarding Deficiencies
(if needed) _____

Plan of Assistance Conference
(if needed, then see attached form) _____

(Use additional sheet if necessary)

CONTRACT RECOMMENDATIONS

The following contract recommendations will be made to the Superintendent:

_____ Annual evaluation (no contract recommendations at this time)

_____ Renewal ____ 1 year ____ 3 year ____ continuing

_____ NonRenewal

_____ Termination

The signature below certifies that the teacher has reviewed this contract recommendation in conference and has received a copy of the form. This signature does not necessarily mean that agreement exists.

A copy of this form will be placed in the teacher's personnel file.

Signature of Teacher

Date

Signature of Evaluator

Effective	Needs Improvement

- 11. Is alert to pupil needs.

- 12. Develops pupil interest.

- 13. Enforces the student handbook.

- 14. Meets deadlines promptly.

- 15. Attempts to develop in each student a positive self-image.

- 16. Assesses students fairly as to their abilities and aptitudes.

- 17. Maintains accurate classroom records.

Comments:

Comments by teacher:

Additional comments by evaluator:

The signature below certifies that the teacher has reviewed this in conference and has received a copy of the form. The signature does not necessarily mean that agreement exists. Teacher comments may be added to the sheet - dated and signed.

Signature of Teacher

Date

Signature of Evaluator

BERNE UNION LOCAL SCHOOL DISTRICT

PLAN OF ASSISTANCE

<u>TIME LINE SCHEDULES</u>	<u>DATE</u>	<u>EVALUATOR</u>	<u>UNIT MEMBER</u>
Deficiency Conference	_____	_____	_____
Plan of Assistance Conference	_____	_____	_____

* The signature indicates only that the conference occurred and does not necessarily indicate agreement with the evaluator.

The following Plan of Assistance is to be completed by the following date: _____

APPENDIX E

SCHEDULE OF BENEFITS

Prescription Drug Expense Benefits

For Employees and Dependents

Copay amount for: <ul style="list-style-type: none">• Retail Pharmacy – generic• Retail Pharmacy – formulary• Retail Pharmacy – brand• Mail Service – generic• Mail Service – formulary• Mail Service - brand	\$5 per prescription or refill 25% of the cost up to a maximum copay of \$100 per prescription or refill 50% of the cost up to a maximum copay of \$150 per prescription or refill \$10 per prescription or refill \$30 per prescription or refill \$60 per prescription or refill
Maximum benefit per calendar year <ul style="list-style-type: none">• Retail Pharmacy• Mail Service	\$2,000 per Covered Person \$5,000 per Covered Person
Dispensing limit <ul style="list-style-type: none">• Retail Pharmacy• Mail Service	30 days 90 days
<p>Benefits apply for prescriptions purchased at Member Pharmacies and through the Mail Order service only. No benefits are payable for prescription drugs purchased at non-Member Pharmacies.</p> <p>Effective with newly prescribed medications, after July 1, 2006, the most cost effective drug (step-one or first-line), rather than more costly drug (step-two or second-line) will be dispensed first.</p> <p>The purpose of this provision is to use drugs in a sequential therapy program. Drugs that qualify for this step-therapy are often costly and highly advertised. Drugs for a given condition will be dispensed beginning with first-line, and then progress to more costly drugs as medical conditions warrant</p>	

Specialty Pharmacy

Copay amount for: <ul style="list-style-type: none">• Mail Order Services (offered on a Mail Order basis only)	\$250 per prescription or refill Out of Pocket maximum of \$3,000 per calendar year 30 day supply
Maximum Benefit	Combined with the lifetime medical maximum of \$3,000,000
<p>Specialty drugs are newer, high cost drugs. When there is a medical need for these drugs, dispensation is placed in a specialty pharmacy management program.</p> <p>Specialty drugs are not subject to the retail and mail order annual maximum.</p> <p>Please contact the pharmacy benefit manager for additional detail.</p>	



OHIO EDUCATION ASSOCIATION

Patricia Frost-Brooks, President
William Leibensperger, Vice President
James Timlin, Secretary-Treasurer
Larry Wicks, Executive Director

The OEA will lead the way for continuous improvement of public education while advocating for members and the learners they serve

October 12, 2009

State Employment Relations Board
65 East State Street, 12th Floor
Columbus, Ohio 43215-4213

STATE EMPLOYMENT
RELATIONS BOARD
2009 OCT 14 P 1:22

Dear SERB:

Pursuant to Ohio Administrative Code Regulation 4117-9-02, enclosed for filing you will find a copy of the 2009-2010 contract between the Berne Union Education Association and the Berne Union Local Board of Education.

If you have any questions, please feel free to contact the undersigned.

Sincerely,

Lynn Davis
Labor Relations Consultant

LD:js
Enc.

cc: Richard Spindler

