



06/28/11
11-MED-06-0945
0026-01
K27443

AGREEMENT

BETWEEN THE

BLUFFTON EXEMPTED VILLAGE

SCHOOL DISTRICT BOARD OF EDUCATION

ADD THE

BLUFFTON EDUCATION ASSOCIATION

July 1, 2011

To

June 30, 2014

TABLE OF CONTENTS

Article I.	Recognition	1
Article II.	Definitions	1
Article III.	Bargaining Procedure	2
Article IV.	Association Rights	3
Article V.	Board Rights	6
Article VI.	Severability	6
Article VII.	Grievance Procedure	6
Article VIII.	Personnel Files	10
Article IX.	Reduction In Force	12
Article X.	Physical Examinations & Chronic Communicable Diseases	13
Article XI.	Nonrenewal of Regular Contracts	16
Article XII.	Eligibility for Continuing Contract	16
Article XIII.	Leaves of Absence	17
	A. Sick Leave	17
	B. Pregnancy/Childbirth Leave	18
	C. Adoption Leave	18
	D. Child Care Leave	18
	E. Family & Medical Leave Act	19
	F. Professional Leave	19
	G. Personal Leave	21
	H. Assault Leave	22
	I. Sabbatical Leave	23
	J. Jury Duty Leave	24
	K. Military Leave	24
	L. Unpaid Leave	24
	M. Subpoenaed Absences	24
	N. Attendance Incentive	24
Article XIV.	Professional Development	25
Article XV.	Emergency Period Substitutes	26
Article XVI.	Teacher Evaluation	26
Article XVII.	Insurance & Health Benefits	27
Article XVIII.	Severance Pay	30
Article XIX.	Work Year/Work Days	31
Article XX.	Vacancy Posting & Selection Procedure	31
Article XXI.	Supplemental Contracts	32
Article XXII.	Regular Salaries	33
Article XXIII.	Payroll Practices	33
Article XXIV.	Hourly-Rated Positions	36
Article XXV.	Facilities/Health Safety	37
Article XXVI.	Safety and Health	37
Article XXVII.	Class Size	38

Article XXVIII.	Admission of Teacher's Child Tuition Free	38
Article XXIX.	Fire Evacuation for the Handicapped	38
Article XXX.	Hiring of Retired Teachers	39
Article XXXI.	Non-Discrimination Clause	40
Article XXXII.	Entire Agreement	40
Article XXXIII.	Waiver of Negotiations	40
Article XXXIV	Mentors	40
Article XXXV.	Duration	41

Appendix A	Salary Schedule 7/01/11
Appendix B	Salary Schedule 7/01/12
Appendix C	Salary Schedule 7/01/13
Appendix D	Supplemental Salary Schedule 2011 - 2014
Appendix E	Grievance Report
Appendix F	Absence Statement
Appendix G	Personal Leave Form
Appendix H	Professional Leave Form
Appendix I	Professional Meeting Expenses
Appendix J	MOA regarding Industrial Technology Teacher

ARTICLE I - RECOGNITION

1. The Bluffton Exempted Village School District Board of Education recognizes the Bluffton Education Association, OEA/NEA-Local as the sole and exclusive bargaining representative, for purposes of and as defined in O.R.C. Chapter 4117, for all professional, non-supervisory certificated personnel both full-time and regular part-time, employed or to be employed by the Board, including by way of illustration only but not limitation, classroom teachers, guidance counselors, in-school tutors paid by the hour, librarians, media specialists, substitutes who are entitled to regular contract status, and department heads.
2. Specifically excluded from the bargaining unit are the Superintendent, Assistant Superintendent, Principals, Assistant Principals, all non-certificated employees, other substitute teachers, and all confidential, supervisory, and management-level employees, as defined in O.R.C. Chapter 4117.
3. The Athletic Director(s) shall be included in the bargaining unit unless employed on an administrative contract under O.R.C. 3319.02 and holding administrative certification as provided in O.R.C. 4117.01(F)(4). The Association acknowledges that the Board, in its sole discretion, may determine to assign or reassign the duties or position of the Athletic Director(s) to personnel who are included or personnel who are excluded from the bargaining unit.

ARTICLE II - DEFINITIONS

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

1. "Association" means the Bluffton Education Association, its affiliated organizations (National Education Association ["NEA"] and Ohio Education Association ["OEA"]), and persons acting on behalf of the Association or any affiliated organization.
2. "Board" means the Bluffton Exempted Village School District Board of Education and its administrators and others authorized to act on its behalf.
3. "Certificated employees" includes employees who hold an educator license under O.R.C. 3319.22 as a condition of employment, and "non-certificated employees" includes all employees who do not hold an educator license. In addition, the term "certificate" includes an educator license under O.R.C. 3319.22, and the term "certified" is synonymous with "certificated."
4. "Days" means calendar days except as defined in the grievance procedure, Article VII, Section A.
5. "District" means the Bluffton Exempted Village School District.
6. "Immediate supervisor" means the supervisor to whom the teacher directly reports

in relation to the subject or issue involved.

7. "O . R . C ." means the Ohio Revised Code.
8. "STRS" means the State Teachers' Retirement System of Ohio.
9. "Teacher" means an employee in the bargaining unit.

ARTICLE III - BARGAINING PROCEDURE

A. DIRECTING REQUESTS

Requests in writing for bargaining from the Association will be made directly to the Superintendent or his/her designee. Requests from the Board will be made in writing to the Association President. Requests for bargaining shall be submitted between sixty (60) and (90) days prior to the expiration of this Agreement.

B. BARGAINING MEETINGS

The first bargaining session shall be held at a mutually agreed time and date within fourteen (14) days of the request. All items proposed shall be written and submitted to both teams at the first meeting. No additional items shall be submitted unless mutually agreed by the parties. Bargaining sessions shall not be scheduled during the regular teacher workday. Time and dates as used in this Article may be changed by mutual agreement.

C. REPRESENTATION

Neither party shall have any control over the selection of the bargaining representatives of the other party. Representatives of the Board and of the Association shall meet at mutually agreed times to bargain in good faith. There shall be three (3) signed copies of any final agreement. One (1) copy shall be retained by the Board, one by the Association, and one (1) will be sent to the State Employee Relations Board.

D. WHILE NEGOTIATIONS ARE IN PROGRESS

1. Caucus - Either group may caucus at any time.
2. Item Agreement - As items receive tentative agreement, they shall be reduced to writing, dated, and initialed by each party.
3. Schedule of Meetings - Until bargaining is completed, each meeting shall

include a decision on an agreed time and place for the next meeting.

E. AGREEMENT

When a successor agreement is reached it shall be reduced to writing and submitted to the Association for ratification and to the Board for approval.

F. DISAGREEMENT

If the parties do not reach agreement prior to thirty (30) days before the expiration of this Agreement, either may call for mediation in which case the parties shall jointly request the Federal Mediation and Conciliation Service to appoint a mediator. If agreement is not reached within ten (10) days of the expiration of this Agreement, the mediation period (unless extended by mutual agreement to some subsequent date certain) will end and the Association may exercise its rights under O.R.C. 4117.14(D).

G. DISPUTE RESOLUTION PROCEDURE

If the Board exercises a right identified in Article V with respect to a subject not addressed elsewhere in this Agreement and an obligation to bargain about the effects of the Board's decision is triggered, the parties, upon request, will bargain in good faith over such effects for a period not to exceed fourteen (14) days from the first meeting (or such other period as the parties may mutually agree). If bargaining has not produced an agreement within the above stated period, (1) the parties, by mutual agreement, may submit the dispute to binding interest arbitration, or (2) the Association may exercise the rights set forth in O.R.C. 4117.14(D). If submitted to arbitration, the procedure under Step IV of Article VII, Section D shall apply; provided, however, that the Arbitrator shall have authority only to select either the last offer by the Association in its entirety or the last offer by the Board in its entirety in making his/her award.

ARTICLE IV - ASSOCIATION RIGHTS

- A. The Association may use the intra-District mail service, teacher mailboxes, and e-mail for communication in connection with official Association business without interference or censorship by the Board. This provision is not intended to create a general expectation of privacy as to e-mail communications, to conflict with current Board policy on Computer/On-Line Services, or to interfere with the retrieval and/or disclosure of such materials when legally required.
- B. Upon advance notice to the building principal, the Association may use District facilities at reasonable times and on reasonable conditions, so long as such use does not interfere with the regular teacher work day or school activities. Authorized

representatives of the Association may transact Association business on school property, provided that such activity does not interfere with the regular teacher work day or with other school activities and further provided that an Association representative who is not employed by the Board or who is not assigned to that building must immediately alert the building principal of his/her presence upon arrival at the building.

- C. Upon request by the Association on or after November 1 of a school year, a directory containing the names, assignments, work locations, and non-confidential home addresses and telephone numbers of all teachers shall be provided to the Association without cost.
- D. The Board shall provide a copy of the Board meeting agenda, which shall include the proposed minutes from the prior meetings which have not yet been approved, in the faculty lounge of each building in advance of each regular meeting of the Board. Upon request, a building principal shall make available to the building representative or Association President a copy of the Board minutes after they have been approved.
- E. The Association President, and/or his/her designee(s), may take three (3) days as professional leave during a school year to attend a conference or assembly of the Ohio Education Association. Such attendance must be approved in advance pursuant to the professional leave policy. The Board shall provide a substitute for the absent teacher, but the Association shall bear the cost of the teacher's travel and attendance at the conference or assembly.
- F. The Association shall be allowed to hold a meeting for reports and announcements on Association activities immediately after the conclusion of any faculty meeting, including the orientation program for new teachers.
- G. The Board and the Association shall, upon written request, furnish the other with available non-confidential information in its existing form which is relevant to proper subjects of bargaining or which is directly related to and necessary for administration of the terms of this Agreement. Such information shall be furnished within fourteen (14) days of receipt of the request.
- H. The Board shall provide the Association with three (3) copies of an updated Board policy handbook as well as make copies available in each building office and/or library. Teachers may check out a Board policy manual for short-term personal review. The Superintendent promptly will update the Association's policy handbooks with any revisions.
- I. The right of payroll deduction shall be accorded by the Board exclusively to the Association and shall not be accorded any other organization whose members are part of the bargaining unit represented by the Association. The Board shall make payroll deduction of Association dues on the following basis:

- a. Deduction shall be made upon the written authorization of a teacher. The authorization shall be continuous from school year to school year until revoked in writing by the teacher. The teacher shall provide a copy of the revocation to the Association Treasurer as well as to the Board Treasurer.
- b. The amount of dues to be deducted shall be in accordance with the terms of the authorization. If the authorization so provides, the amount may be increased or decreased from school year to school year upon receipt by the Board Treasurer of written notice of such change on or before the first Friday after instruction begins. The Association Treasurer shall give the Board Treasurer a list of teachers for whom deduction is to be made by October 1. Dues shall be deducted in approximately twenty (20) equal installments from teacher paychecks, beginning with the second paycheck in October. The dues of a teacher who does not work a full work year shall be prorated by the amount determined by the Association Treasurer and any balance owed shall be deducted from the teacher's last paycheck to the extent funds are available in that check or spread over the remaining pays, as may be the case.
- c. With respect to all sums deducted, the Board agrees promptly to remit such monies to the Association Treasurer or such Treasurer's designee, along with an alphabetical list of teachers for whom such deductions have been made and any changes that may have occurred since the previous list.
- d. The Board Treasurer shall make EPAC deductions upon written authorization of a teacher with a minimum deduction per teacher of \$5.00 per month to be deducted the second pay of each month.

J. DISTRICT COUNCIL

A District Council composed of the Association President, three (3) bargaining unit employees appointed by the Association President (a representative from each of the elementary, middle school, and high school levels), the Superintendent, and three administrators appointed by the Superintendent (a representative from each of the elementary, middle school, and high school levels) shall meet upon the request of any District Council member to enhance communication and discussion on matters of mutual concern.

ARTICLE V - BOARD RIGHTS

- A. Except as specifically abridged, delegated, granted or modified by a specific and express term of this Agreement, the Board hereby retains and reserves to itself and the Administration, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in them by the laws and the constitution of the State of Ohio, including by way of illustration management's right to: determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Board, standards of services, its overall budget, utilization of technology, and organizational structure; hire, assign, direct, schedule, supervise, and evaluate teachers; maintain and improve the efficiency and effectiveness of school operations; determine the methods, processes, means, and personnel by which school operations are to be conducted; suspend, discipline, demote, or terminate teachers for just cause; lay off, transfer, promote, or retain teachers; determine the adequacy of the work force; determine the overall mission of the District as an educational unit; effectively manage the work force; take actions to carry out the mission of the District; determine instructional hours for pupils; and direct, assign and schedule pupils.
- B. The Board may make decisions in the exercise of its management rights as listed in Section A, without bargaining with the Association, but the Board is obligated to bargain about the effect(s) of management's decision on the wages, hours and terms and conditions of employment of teachers and the continuation, modification, or deletion of an existing provision of this Agreement.

ARTICLE VI - SEVERABILITY

This Agreement governs the wages, hours, terms and conditions of employment of teachers except as otherwise provided by O.R.C. 4117.10(A). If any specific provision of this Agreement is invalidated by a court ruling after all appeals are exhausted or by subsequent change in the law, the parties shall, upon written request of the other, within thirty (30) days begin to negotiate in good faith regarding any necessary change in this Agreement or within such time as the parties mutually agree. All other provisions of this Agreement shall remain in full force and effect.

ARTICLE VII - GRIEVANCE PROCEDURE

A. DEFINITIONS

1. Grievance is defined as a claim by a teacher, group of teachers, or the Association (hereinafter called the grievant) that there has been a violation,

misinterpretation or misapplication of terms of this Agreement or Board policies. Grievant is defined as a teacher, the Association, or any group of teachers acting as a class. Days used in this procedure shall be any day Monday through Friday, exclusive of school-observed or federally recognized holidays.

B. GENERAL PROVISIONS

1. The time limits provided for in this Article may be extended by written agreement. In the event a grievance is filed after May 15 of any year and strict adherence to the limits may result in hardship to any party, the Board and Administration shall use its best effort to process such grievance prior to the end of the school term.
2. A grievant may act on behalf of himself and all others similarly situated if the facts and circumstances giving rise to the class grievance are substantially the same for all in the class.
3. A grievance may be withdrawn at any level without prejudice or record. No reprisal shall be taken by or against any participant in the grievance procedure by reason of participation or use of this grievance procedure.
4. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend.
5. All notices of hearings, dispositions of grievances, written grievances, and appeals shall be in writing and hand-delivered or mailed.
6. The purpose of these procedures is to secure, at the lowest possible administrative level, equitable solutions to grievances. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure and processed as expeditiously as possible.
7. If a grievance appears to arise from the actions of an authority higher than an immediate supervisor, it may be submitted at Step 11 described herein.
8. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual written agreement.
9. Failure at any step of this procedure to appeal a grievance to the next step

within the specified time limits shall be deemed to be acceptance of the decision rendered at that step and there shall be no further right of appeal. Failure at any step in this procedure to communicate decisions in writing as called for on a grievance within the specified time limits shall permit the grievance to proceed to the next step.

10. A grievant shall be entitled to be represented at any formal level of this procedure by an Association representative. Should a grievant choose not to be represented, any adjustment resulting from the grievance will be consistent with the terms of this Agreement and an Association representative shall have the opportunity to be present at the adjustment.
11. This grievance and arbitration procedure shall be the exclusive remedy for any matter or dispute which is, could be, or could have been the subject of a grievance.

C. INFORMAL PROCEDURE

A teacher who feels he/she has a grievance, or an officer of the Association, if the Association feels it has a grievance, shall first meet informally with the principal or immediate supervisor in an effort to resolve the problem. A teacher has the right to have another bargaining unit member present at this meeting.

D. FORMAL PROCEDURE

Step 1

If a grievance is not resolved at the informal step, the grievant may within ten (10) days of the date of the alleged violation submit a formal grievance to the grievant's immediate supervisor. Within five (5) days of receipt of the formal grievance, the immediate supervisor shall meet with the grievant if necessary and then write a disposition of the grievance. A copy of the disposition shall be given to the grievant, the Association representative, and the superintendent within this five (5) days period. If a grievance is not filed at Step I, or at Step II if appropriate, within ten (10) days of the alleged violation, the grievance shall be considered waived.

Step II

If the grievant is not satisfied with the disposition of the grievance in Step I, the grievant may submit the grievance in writing to the Superintendent/designee within five (5) days of receipt of its disposition at Step I. Any grievance not moved to the next step within the five-day limit shall constitute waiver of such grievance. Within five (5) days of receipt of the grievance form, the Superintendent/designee shall meet with the grievant and then write a disposition of the grievance. A copy of the disposition shall be given

to the grievant, the Association representative, and the immediate supervisor within this five (5) day period.

Step III

If the grievant is not satisfied with the disposition made by the Superintendent, the grievant may submit the grievance in writing to the Board President within ten (10) days after receiving the disposition by the Superintendent; a copy shall be given to the Superintendent, Treasurer, and the Association representative.

Any grievance not moved to the next step within the ten-day limit shall constitute waiver of such grievance. The Board shall meet with the grievant for the purpose of reviewing such grievance. The meeting shall be held in executive session, unless otherwise required by law. Such meeting shall be held at the Board's next regular meeting, but in no event less than five (5) nor more than twenty-five (25) days from receipt by the Board President of a Step III grievance.

The Board shall be entitled to be represented by counsel. The disposition of the grievance shall be written by the Board and given to the grievant by the Board President within ten (10) days following the meeting with the grievant. Grievances relating to Board policy shall not proceed beyond Step III.

Step IV

If the grievant is not satisfied with the Board's decision, he/she may request arbitration by filing a written request with the Association (with a copy to the Superintendent) within five (5) days of receipt of the Board's Step III disposition. The Association shall have the exclusive right to determine whether to appeal the grievance to arbitration, making such appeal by filing with the Superintendent a written notice of appeal within ten (10) days of the grievant's receipt of the Board's Step III disposition. Any grievance not appealed within the ten-day limit shall constitute waiver of such grievance.

Within five (5) days after the Superintendent's receipt of the request for arbitration, representatives of the Board and the Association shall meet to select an arbitrator. If they are unable to agree on an arbitrator, the parties shall jointly petition the Federal Mediation and Conciliation Service for a list of at least seven (7) names from which the arbitrator shall be selected by the alternate strike method. Either party shall be entitled to request a second list.

The arbitrator shall have authority to consider only a single grievance or several grievances involving a common question of interpretation or application.

The arbitrator shall hold the necessary hearing promptly and issue the decision within thirty (30) days or such time as may be agreed upon. Decisions shall be in writing

and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding on the Board, the Administration, the Association and the grievant(s). The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement, nor add to, detract from or modify the language therein in arriving at a determination of any issues presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him or to submit observations or declarations of opinion which are not directly essential in reaching the determination.

The arbitrator may rule on procedures related to teacher evaluation, but shall not substitute his judgment for that of the evaluator. The powers of the Arbitrator related to transfer and assignment of any employee shall be limited to ruling on questions of procedure.

The arbitrator shall in no way interfere with the Board rights as listed in Article V, Section A.

Costs for services of the Federal Mediation and Conciliation Service and of the arbitration hearing, including per diem expenses, if any, and necessary travel and subsistence expenses, shall be borne equally by both parties.

The Association President or designee, and an individual grievant may attend an arbitration hearing that is scheduled during the school day without loss of pay or benefits. if more than two (2) teachers need to attend the hearing it will be scheduled to begin after the school day or on a non-school day.

Grievance forms will be found in Appendix D of this Agreement.

ARTICLE VIII - PERSONNEL FILES

- A. The personnel file for each teacher shall consist of a folder to be maintained in the Central Administration Office. This file shall be considered the only official file of recorded information on a teacher. Building administrators are not restricted or prevented from having files on teachers. Upon request, a teacher will be given access to all material in such a file. If the building administrator thinks a matter should become a matter of official record, he may transfer any documentation to the official file.
- B. A teacher shall have the right, upon request, to review his/her personnel file and may have a copy of any document(s) contained in the file.
- C. A teacher may examine his/her personnel file in the presence of the Superintendent or

his/her designee, and may not remove the file from the immediate office area. However, a teacher may have an Association representative present. Upon written authorization by the teacher, a representative of the teacher may review his/her file under the same conditions.

- D. Each document placed in the personnel file (other than routine informational documents, e.g., transcripts, renewed certificate) shall be dated and signed by the teacher and the person who created the document or caused it to be placed in the file, except where the teacher refuses to sign the document. A copy of any derogatory material will be given to the teacher before it is placed in his/ her personnel file. The fact that material in the file bears the teacher's signature does not indicate agreement or disagreement with the contents of the material, but only that he/she is aware of the document.
- E. Teachers have the right to submit written comments to any material placed in the personnel file and such written comments, within thirty (30) calendar days, shall be attached to the item in the file.
- F. A log will be maintained on the inside cover of each personnel file to record the date and identity, if available, of each person who examines a teacher's file (other than building principals, the superintendent, and the secretary to the Superintendent). The employee shall be notified within one (1) work day if his/her personnel file is accessed by other than the aforementioned persons. The following exceptions apply for public review:
 - 1. medical records;
 - 2. records pertaining to adoption, probation, or parole proceedings;
 - 3. trial preparation records;
 - 4. confidential law enforcement investigatory records;
 - 5. social security number; and
 - 6. records of which the release is prohibited by State or Federal law.
- G. Written material will be expunged from the personnel file if the teacher establishes that its content is false or has no basis in fact.
- H. No anonymous materials shall be placed in a teacher's personnel file.
- I. Teachers shall be informed of any complaint by a parent, student, or any other person which is directed toward them if such will become a matter of record. The teacher shall have the right for inspection, rebuttal, and a conference with the Superintendent.
- J. If a teacher objects to inclusion of his/her home telephone number in a handbook distributed to pupils, the number will not be included.

ARTICLE IX - REDUCTION IN FORCE

When the Board determines it is necessary to reduce the number of teaching positions because of decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, suspension of schools, and/or territorial changes affecting the District, or by reason of a substantial shortfall in anticipated revenue the following procedure shall apply:

- A. Any reduction will first be accomplished through attrition insofar as possible, i.e., the number of persons affected will be kept to a minimum by not employing replacements for teachers who retire, resign, or whose contracts are not renewed. The employment of replacements for some positions may be necessary, however, in the event that teachers in the District do not possess the necessary certification and qualifications for a position that needs to be filled.
- B. In the event further reduction in staff is considered necessary by the board, the Board shall proceed to suspend contracts in accordance with the recommendations of the Superintendent herein.
- C. Limited contracts shall be suspended before continuing contracts within each certified/licensed area.
- D. Members shall have their contracts suspended in order of seniority. Seniority shall be determined as the total number of years of continuous employment as a contract teacher with the Bluffton Exempted Village School District. Should two (2) members have identical dates of employment, the date the contract was signed shall determine the member with the most seniority. Should those dates be identical, then the date stamped on the application as received in the office of the Superintendent shall determine the member with the most seniority. Part-time service will accrue seniority based on time worked.
- E. When a reduction is made in any area, all teachers certified/licensed in that area must be considered in accordance with the provisions of this Agreement. No teaching certificate/license will be considered, however, unless on file with the Treasurer of the District.
- F. If the Board considers suspending a teacher's contract through reduction in force, the Superintendent will notify the affected teacher(s) in writing at the earliest practicable time but in no event less than thirty (30) days prior to formal action by the Board, that suspension of contract is being considered. Such initial notification will be in the following form. "This is to notify you that suspension of your contract of employment is under consideration due to reduction in staff." The notice shall also include a statement of why the teacher was selected. The Association President shall receive a copy of this notice. Upon request of the Association President, the Superintendent shall meet with the Association President to discuss the proposed reduction in force. If

the Association believes the Board has violated this Article in implementing a reduction, it must file a grievance demanding arbitration within one (1) week of the Board's formal action. Such demand shall be treated as an appeal to arbitration under Step IV of Article VII, Section D of this Agreement and the parties immediately shall request a list of seven (7) arbitrators and make the selection per step IV of the grievance procedure.

- G. If a limited contract teacher is suspended because of reduction in force, that teacher's name will be placed on a recall list for a period of two (2) years from the teacher's last payday. Continuing contract teachers shall remain on the recall list until they are rehired, refuse re-employment as a full-time teacher or a position equivalent to his/her previous position, resign, or do not respond within the time limit set forth in this Section. If a position becomes available during that period, the next qualified teacher on the list shall be notified in writing by registered mail, sent to his last known address on school district records, keeping the address current being the teacher's responsibility. Vacancies will not be posted until after open positions are offered to qualified teachers on the recall list. Teachers whose continuing contracts are suspended shall have their rights of restoration of continuing contract status when returning to the District. In determining whether a teacher is qualified for re-employment, the Board will employ in reverse order the same criteria it established to determine lay-off order. A written offer of recall shall be given by personal service on the teacher or by certified mail, return receipt requested and return of undelivered mail, return of mail not picked up at the post office within five (5) days. The teacher will accept or reject the appointment in writing within ten (10) days after receipt of notification or upon notice to the Board that the letter was returned undelivered to the post office. If the appointment is accepted, the teacher will receive a written contract within twenty (20) days of receipt of the teacher's acceptance by the Board. If the teacher rejects the appointment offer or does not respond according to procedure within the above time limit, the name of the teacher will be removed from the recall list and his or her employment rights shall be extinguished.
- H. A teacher who is recalled shall be credited with accumulation and years of service for salary schedule placement he/she had prior to reduction.

ARTICLE X - PHYSICAL EXAMINATIONS & CHRONIC COMMUNICABLE DISEASES

- A. The Board agrees that if any employee is required by the Board to have a physical examination or x-ray, the Board shall pay the cost of such x-ray or examination as long as the examination includes only those items on a prescribed physical form.

B. CHRONIC COMMUNICABLE DISEASES - PURPOSE

The District desires to protect the rights of individuals who may be infected with a chronic communicable disease as well as non-infected students, staff, and school community members.

Non-Discrimination

An employee who has been exposed to or who contracts a chronic communicable disease shall be treated no differently than an employee with any other medical disability and will be provided the full protection of Federal and/or State law.

No employee shall be subjected to random testing for chronic communicable disease.

Confidentiality

The Board and all Board employees involved in any way in the implementation/administration of this procedure shall at all times maintain fully the confidentiality of any information received pursuant to this procedure except to the extent otherwise reasonably required to accomplish such implementation/administration.

Medical Evaluation Criteria

The need of a medical evaluation may arise in any of the following ways:

1. An employee may voluntarily inform a school administrator that he/she has a chronic communicable disease.
2. An employee may develop such observable symptoms or conditions which would cause the appropriate administrator to request a private conference with the employee to review concerns. During this conference, the employee may acknowledge contraction of chronic communicable disease.
3. If it is not ascertained at the previous private conference that the employee has contracted a chronic communicable disease, and the administrator observes continuing further deterioration of symptoms and conditions which begin to negatively affect the performance of the employee, the administrator shall request a second conference with the employee to further review any concerns. Based on the results of this second conference, the administrator shall either take no further action at that time or shall refer the matter to the Superintendent.

The administrator shall keep the Superintendent informed of the results of each situation as outlined in paragraphs 1, 2 or 3 above. If, as a result of the information received from the administrator, the Superintendent determines that there is a need for a medical examination and review, the Superintendent shall convene a Medical Review Board comprised of the following:

- a) A physician selected by the employee;
- b) A physician selected by the Board; and
- c) The Allen County Health Commissioner or his/her designee.

The Medical Review Board shall provide for an examination of the employee and may obtain upon written voluntary authorization of the employee, all relevant and pertinent medical information from the employee's personal physician.

The report rendered by the Medical Review Board shall be restricted to an evaluation of the employee's medical condition and shall clearly provide whether or not the employee has been infected with a chronic communicable disease. If so, then the Medical Review Board shall determine:

1. Whether or not the employee's current medical condition imposes a health risk to others in the school environment and the rationale for the finding. In making that determination, the Medical Review Board shall consider:
 - a) The nature of the risk of the employee's medical condition;
 - b) The duration of the medical condition;
 - c) The severity of the risk of the medical condition;
 - d) The probability the disease will be transmitted; and
 - e) Other relevant factors.
2. The Medical Review Board shall make a recommendation to the Superintendent that the employee should be:
 - a) Admitted to work unconditionally;
 - b) Admitted to work under restrictive conditions; or
 - c) Not admitted to work.

The report of the Medical Review Board shall be in writing and shall set forth reasons for its recommendations.

All costs of the Medical Review Board shall be borne as follows:

1. Employee's physician - any cost not borne by employee's insurance shall be paid by the Board for the physician's time and expenses of participating on the Medical Review Board.
2. Board's Physician - cost paid by Board.
3. County Health Commissioner (no costs involved).

If elimination of the health risk requires the implementation of an unpaid leave of

absence, the Board shall comply with the provisions of this Agreement and O.R.C. 3319.13.

Sick leave/Disability Retirement

An employee diagnosed to have a chronic communicable disease that causes the employee to be ill or medically disabled shall have full access to sick leave and disability leave as provided by this Agreement and the O.R.C.

ARTICLE XI - NONRENEWAL OF REGULAR CONTRACTS

1. After two (2) years under regular contract in the District, no teacher shall be nonrenewed for an arbitrary, capricious or whimsical reason(s). A nonrenewal of a regular contract in the first and second year of a teacher's employment is subject to grievance arbitration with respect to compliance with evaluation procedures and the procedure of O.R.C. 3319.11 (A-F and G 1-6) only. A teacher who is nonrenewed after two (2) years of regular contract employment may demand grievance arbitration on whether the Board nonrenewed for an arbitrary, capricious or whimsical reason and on whether there was compliance with evaluation procedures and the procedure of O.R.C. 3319.11 (A-F and G 1-6).
2. Grievance arbitration under this Article shall be in lieu of appeal to court under O.R.C. 3319.11 (G)(7). The demand for arbitration must be filed with the Superintendent within five (5) days of the teacher's receipt of notice of Board action under O.R.C. 3319.11 (G)(6). The arbitrator shall then be selected and operate within the language of Step IV of Article VII, Section D of this Agreement.

ARTICLE XII - ELIGIBILITY FOR CONTINUING CONTRACT

Teachers shall be eligible for continuing contract status in accordance with O.R.C. 3319.11 provided that no teacher shall be deemed eligible for a continuing contract nor be deemed employed on a continuing contract by operation of law unless prior to the April regular Board meeting of the year in which the teacher's limited contract expires, the teacher has submitted and the Superintendent has signed the teacher application for a professional or permanent certificate/license. The teacher will then be considered eligible for a continuing contract, but no continuing contract shall be issued unless the State Department of Education issues the upgraded certificate prior to the next school year.

A teacher who does not file an upgraded certificate before the regular April Board meeting but who expects to receive an upgraded certificate before the following April has the right to request that the Board re-employ him/her on a one-year limited contract rather than a longer contract, in order to be considered for tenure the following year, if he/she becomes eligible. Such a one-year contract shall not be considered to be an "extended limited" contract under O.R.C. 3319.11

ARTICLE XIII - LEAVES OF ABSENCE

A. SICK LEAVE

1. Each regular contract teacher shall be entitled to fifteen (15) days sick leave with pay for each year under contract which shall be credited at the rate of one and one-fourth (1-1/4) days of each completed month of service. Employees may use sick leave, upon approval of the Superintendent for absence due to illness, injury, pregnancy, exposure to contagious disease which could be communicated to other employees, or illness or death in the immediate family and shall be cumulative up to two hundred (200) work days. Each teacher who has no accumulated sick leave shall be entitled to an advancement of five (5) sick days in a school year, to be charged against the sick leave he/she subsequently accumulates under this Section.
2. Each teacher having used all available sick leave, but absent because of illness, will continue to accumulate sick leave at a rate of one and one-fourth (1-1/4) days per month for so long as he/she is on paid status.
3. Any teacher who preceding his/her employment, has been in the employ of another board of education, state, county, or municipal government in Ohio will receive full credit for up to 200 days for the sick leave accumulated in previous employment as shown in the records of the last employing organization.
4. Teachers absent when school is canceled shall not be charged with sick leave.
5. A teacher's immediate family is defined to include, regardless of residence, father, mother, father-in-law, mother-in-law, brother, sister, husband, wife, child, grandparent, grandchild, a minor child under foster care, and a minor child of whom the employee has legal custody. A teacher may use up to one (1) day of sick leave in a school year to attend the funeral(s) of an aunt, uncle, niece or nephew, brother-in-law, sister-in-law, or grandparent-in-law
6. The Superintendent may require a certificate from the teacher and, if medical attention is required, the certificate must list the name and address of the attending physician. The Superintendent may require a physician's certificate to justify the teacher's use of sick leave or continuation on sick leave, where the teacher has used five (5) consecutive days of sick leave or fifteen (15) days of sick leave in a school year.
7. Sick Leave Bank

Subject to approval of the Superintendent, any teacher with twenty (20) or more days of accumulated sick leave may, in a particular school year, give up to five (5) days of such leave to an eligible recipient to be used for the recipient's personal illness or injury. An "eligible recipient" is a teacher who (A) has

completed at least one (1) year of service in the District as a regular contract teacher, and (B) has exhausted all accumulated or advanced sick leave credit; provided, however, that no recipient shall receive more than thirty (30) days over the total course of his/her employment by the Board. Any sick leave given under this paragraph will be forever forfeited by the giving teacher, and approval of the Superintendent under this paragraph will not be withheld arbitrarily or capriciously.

B. PREGNANCY/CHILDBIRTH LEAVE

1. A teacher may use her accumulated sick leave for absence on account of her pregnancy or childbirth. Ordinarily, a teacher will be eligible for sick leave for maternity purposes during the two (2) calendar weeks prior to the expected delivery date and for the six (6) calendar weeks after the end of the pregnancy or some other combination of sick leave immediately prior to delivery and/or after the pregnancy not to exceed a total of eight (8) weeks.
2. If a pregnancy-related disability extends beyond the periods listed in 1, above, the Superintendent will allow use of accumulated sick leave for such absence upon receipt of satisfactory medical evidence of the teacher's disability.
3. If a teacher has insufficient sick leave to cover the periods of time specified in paragraphs 1 and 2 above, the Board, upon the teacher's written request supported by a doctor's statement, shall grant an unpaid leave of absence for the remainder of the teacher's disability.
4. A teacher returning from maternity leave shall be placed in her prior position, if feasible, or in a comparable position for which she holds certification.

C. ADOPTION LEAVE

A teacher who adopts a child of pre-kindergarten age may use accumulated sick leave for absence on account of the adoption. The duration of such leave shall not exceed eight (8) weeks, of which up to five (5) days may be taken prior to actual placement of the child with the remainder to be taken immediately upon placement.

D. CHILD CARE LEAVE

The Board shall grant an unpaid leave, upon a teacher's written request, to care for a newborn or a newly-adopted preschool child. The teacher must submit his/her request at least thirty (30) days before the beginning of the intended leave, if possible. The expiration of the leave must coincide with the end of a semester or school year, but the leave cannot exceed two (2) semesters. The teacher may return to service earlier upon agreement of the Board. The teacher may continue group insurance coverage

when on an approved unpaid leave by timely payment to the Board Treasurer of the monthly premium cost.

E. FAMILY AND MEDICAL LEAVE ACT

A teacher may use family leave for the purposes and on the conditions set forth in the federal Family and Medical Leave Act of 1993 as follows:

1. A teacher desiring to use family leave shall notify the Superintendent in writing at least thirty (30) days prior to beginning the leave, if the need for the leave is foreseeable; otherwise, the written notice shall be given as soon as possible after the teacher learns of the need for the leave. The teacher's notice must specify that "Family Leave" will be the type of leave taken.
2. During the leave, for up to twelve (12) weeks per twelve-month period as defined in paragraph 4 below, the Board shall continue to pay the contribution it makes for a teacher under Article XVI1 of this Agreement to continue participation in life, dental, and health insurance. The teacher must pay the employee portion of the premium for any such insurance to the Board Treasurer by the first day of the month in which the teacher desires to have the insurance coverage continued. If the teacher does not pay the employee contribution, the Board will not be obligated to contribute its share to maintain the coverage.
3. Instead of taking family leave, a teacher may opt to take an unpaid child care leave under Section D of this Article, if eligible for such leave. However, a teacher is not eligible to take leave under Section D if, during the preceding twelve (12) months, the teacher has taken family leave.
4. The twelve-month period during which an eligible teacher may take family leave is a twelve-month period from July 1 to June 30.

F. PROFESSIONAL LEAVE

1. Request for Leave
 - a. Teachers may attend approved professional meetings, conferences, or visitations which provide the opportunity to advance professionally.
 - b. Teachers who attend such meetings or conferences shall be considered assigned to duty with full payment of salary and benefits. Such approved leave will not be deducted from accrued or earned sick leave or personal leave. For this purpose, the maximum amount for meals will be not more than \$32 for a full-day leave, inclusive of reasonable travel

time, and not more than \$16 for a leave of five (5) hours or less, inclusive of reasonable travel time. With respect to lodging, not more than two (2) persons will be required per room.

- c. Request for professional leave shall be submitted in writing on forms which shall be available at the principal's or Superintendent's offices. (See Appendix H) Requests shall be initiated at the principal's office at least thirty (30) days prior to the leave. After consideration, the principal will forward the request to the Superintendent. However, when the absence of the principal causes the untimely filing of a professional leave form, the form may be submitted directly to the Superintendent.
- d. Exception to the thirty-day advance notice may be allowed if the teacher can demonstrate that he/she did not receive adequate advance notice.
- e. Request forms must be filled out in detail and be complete. Incomplete forms will be promptly returned and will not be considered until completed and resubmitted.

2. Reimbursement Requests

Reimbursement will be paid for the actual, necessary and reasonable expense of:

- a. Commercial carrier fare, as supported by receipts, or mileage for use of personal vehicle based on the reimbursement rate per adopted Board policy, whichever is least expensive.
 - b. Meals and lodging as supported by receipts, up to the limit annually adopted by the Board.
 - c. Miscellaneous expenses such as tour and ferry fares, bridge, highway and tunnel tolls, telephone calls, conference registration and the expense necessary to conduct official District business, as supported by receipts.
 - d. The teacher shall apply for reimbursement within thirty (30) days of the leave on a form provided by the Board, (See Appendix H) which form shall contain a section for the teacher's narrative evaluation of the meeting or visitation.
3. If the professional leave is disapproved solely for cost reasons, the requesting teacher may take an otherwise approved professional leave without loss of pay or benefits, but the teacher must bear the costs of taking the leave (except for

the cost of a substitute, if any).

G. PERSONAL LEAVE

1. A teacher shall be entitled to two (2) days of paid personal leave per school year to be used for matters which cannot be scheduled outside of school hours. A teacher who does not use all personal leave days in a given year may carry over two (2) days of such leave into the next succeeding school year. The maximum number of personal days to which a teacher may be entitled in any school year is four (4).
2. Except in the case of an emergency, written notice of a teacher's intent to use a personal day must be given to the immediate principal or Superintendent at least twenty-four (24) hours in advance. Personal leave shall not be used to extend any holiday, a vacation period (such as Christmas, spring, and summer breaks), or leave of absence. Ordinarily the teacher need not give the reason for personal leave; however, if the leave is requested on a day which is contiguous with a holiday, vacation period, or leave of absence, leave shall be granted notwithstanding the above if the reason for the request is one (1) of the following:
 - a. Funeral (not covered by sick leave);
 - b. Mandatory court appearance; or
 - c. Extreme emergency or circumstance beyond the individual teacher's control.

Documentation for the above may be required by the Superintendent.

3. Personal leave may be used on a make-up day scheduled because of unexpected closures due to inclement weather or calamity.
4. Personal leave may be used in half day or whole day units (for this purpose "half day" is defined as before the teacher's scheduled lunch or after lunch).
5. If a teacher is hired after the first semester, he/she will receive half the contractual personal leave days.
6. No more than fifteen percent (15%) of teachers District-wide may use personal leave on the same day; if more than this limit applies, approval will be granted on a first come, first serve basis, except in a case of extreme emergency or circumstance beyond the individual teacher's control.

H. ASSAULT LEAVE

1. "Assault" means the causing of or attempt to cause physical harm to a teacher by any person when the teacher charges such person with an offense prohibited by O.R.C. Title Twenty-Nine (29).
2. Pursuant to and in accordance with O.R.C. 3319.143, assault leave shall be granted to a teacher who: (1) is unable to work and, therefore, is absent from his/her assigned duties because of physical injury resulting from an assault and battery which is clearly unprovoked, and (2) files criminal charges against his/her assailant as soon as he/she is physically able. Assault leave shall not be charged against sick leave earned under O.R.C. 3319.141. The teacher shall be granted assault leave and be maintained on full-pay status during such absence, up to a maximum of thirty (30) working days.
3. A teacher shall be granted assault leave according to the following rules:
 - a. The incident resulting in the absence of the teacher must have occurred during the course of employment with the Board while on the Board premises or at a Board approved or sponsored activity/event or in the course of transporting pupils or material to or from such premises, activity or event; provided, however, that a teacher may also qualify in the case of an off-premises assault by clearly establishing that the assault had a direct and immediate connection with an occurrence in the teacher's performance of his/her job duties.
 - b. Upon notice to the principal or Superintendent that an assault upon a teacher has been committed, a teacher having information relating to such assault shall, as soon as possible, prepare a written statement embracing all facts within the teacher's knowledge regarding such assault, sign such statement, and present it to the building principal or Superintendent.
 - c. To qualify for assault leave the teacher shall furnish a certificate from a medical doctor, stating the nature of the disability and its likely duration, if requested by the Superintendent. The Superintendent may require a medical doctor's statement justifying the continuation of the leave. The Board may require an exam by a physician of its choice, at Board expense.
 - d. A teacher shall not qualify for payment of assault leave until the Assault Leave Form and any requested physician's statement have been submitted to the Superintendent.

- e. Teachers shall not be permitted to accrue assault leave.
- f. Payment for assault leave shall be at the teacher's rate of pay in effect at the time of the assault.
- g. Payment under this Article shall constitute the teacher's entire compensation from the Board during the period of physical disability and shall be in lieu of any payments under O.R.C. Chapter 4123 (Worker's Compensation), except to the extent the assault disability exceeds the days allowable under paragraph 2 above.

I. SABBATICAL LEAVE

- 1. A teacher who has completed five (5) years of service for the Board may apply for a leave of absence in accordance with this Article for purposes of professional improvement. Teachers requesting such leave must submit with their applications a detailed plan for professional growth, including the proposed course of study and its value to the applicant, pupils of the teacher, and the District generally. The application and plan must be submitted by March 1 for the next school year. The Board shall act on the application and notify the teacher of its action by April 30 or as soon thereafter as possible.
- 2. The Board may not approve sabbatical leaves for more than five percent (5%) of the bargaining unit for the same semester or school year. Applications shall be approved for one (1) school year or one (1) semester only.
- 3. A teacher on sabbatical leave may continue to participate in group insurance by paying the insurance premiums to the Treasurer on a timely basis. The Board shall pay a partial salary to a teacher on an approved sabbatical leave equal to but not to exceed the difference, if any, between the teacher's regular contract salary and the replacement teacher's salary.
- 4. The Board shall not grant a sabbatical leave to the same teacher more often than once in five (5) years of service to the District.
- 5. Within sixty (60) days after the expiration of the leave, the teacher must make a written report to the Superintendent detailing the use and accomplishments of the leave. If the leave was for graduate study, the teacher must also present to the Superintendent a copy of the college or university transcript. The teacher must teach in the District for at least one (1) year following expiration of the leave, unless the teacher has completed twenty-five (25) years of teaching service in Ohio prior to the beginning of the leave.
- 6. A teacher on an approved sabbatical leave shall not earn sick leave, personal

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

J. JURY DUTY LEAVE

The Board shall pay teachers the difference between their regular compensation and the remuneration received for serving as a juror.

K. MILITARY LEAVE

A military leave of absence will be granted to a teacher in accordance with O.R.C. 3319.14 and any other provisions of law that may apply.

L. UNPAID LEAVE

A leave of absence without pay for up to and including ten (10) work days may be authorized by the Superintendent. Any such leave for more than ten (10) days shall require Board approval.

M. SUBPOENAED ABSENCES

Teachers subpoenaed to testify in employment-related court litigation (except in cases where the teacher has sued the Board or is appearing on behalf of a teacher who has sued the Board) shall be entitled to leave under this Section. In a grievance arbitration the grievant, the Association President (or President's designee), and other bargaining unit employees (if subpoenaed to appear as witnesses) shall be entitled to leave under this Section except where coverage of the absent employees' work responsibilities would require more than two (2) substitute teachers (see Article VII, Section D, Step IV of this Agreement).

N. ATTENDANCE INCENTIVE

A full-time employee who maintains perfect attendance for an entire school year will be paid an attendance bonus of \$300 (less applicable payroll withholdings) on the last regularly scheduled payday in June. For purposes of the provision, only absences due to approved professional leave, and mandatory jury duty service will not be counted against the employee's perfect attendance.

ARTICLE XIV - PROFESSIONAL DEVELOPMENT

- A. Any teacher who earns semester hours or quarter hours credit from an accredited college or university between September 1 and August 31 can receive reimbursement for each semester hour (maximum ten (10) hours) or for each quarter hour (maximum fifteen (15) hours) per school year earned following completion of eligible course work and submission of a transcript or record of same and receipt showing payment for course up to the following dollar maximum:

	Semester Hour	Quarter Hour
Undergraduate	\$135	\$105
Graduate	\$150	\$110

New rates apply to courses for the fall quarter or semester.

- B. Courses must be taken in the field of education, or related to the individual's field of certification. The Superintendent shall have the final authority in determining if reimbursement requests meet the criteria of eligibility as outlined in this paragraph. Request for reimbursement must be made within two weeks of the beginning of class.
- C. Only those teachers who have taught in the school system for one (1) full year shall be eligible to participate in the professional growth reimbursement program. The teacher must teach in the District in the year following course work taken during the school year or any summer sessions.
- D. The following shall be the schedule of reimbursement for teachers eligible for professional growth assistance:
- a. courses taken during the fall and winter of a school year shall be reimbursed September 15 of the subsequent school year;
 - b. courses taken during the spring and summer of the school year shall be reimbursed January 30 of the subsequent school year.
- E. A teacher leaving the District prior to payment or during the school year of payment shall forfeit and/or repay to the Board on a pro rata basis for that portion of the school year uncompleted any tuition reimbursement that was or would have been eligible to be received.
- F. Approved requests for tuition reimbursement will be paid on a first come, first serve basis, not to exceed \$15,000.

ARTICLE XV - EMERGENCY PERIOD SUBSTITUTES

If regular substitutes are not available, teachers may be requested, but not required, to serve as period substitutes during their regularly scheduled preparation periods. Requests for period substitutions shall be made as far in advance as possible.

ARTICLE XVI - TEACHER EVALUATION

- A. The Board shall implement and maintain an evaluation procedure, which shall be consistent with O.R.C. 3319.111 for teachers whose contracts are expiring. The Board shall not change the evaluation procedure currently in effect unless it first bargains with the Association in good faith with respect to proposed changes in the procedure. Such bargaining may be initiated by written notice from the Superintendent to the Association President. Bargaining shall be conducted by a joint committee of six (6) persons, three (3) appointed by the Association and three (3) by the Superintendent, and shall be subject to the procedure outlined in Article III of this Agreement.
- B. Any evaluation procedure for teachers on continuing contracts or limited contract teachers whose contracts are not up for renewal must have the following elements at a minimum:
 - 1. Each continuing contract teacher shall receive at least one (1) written evaluation every three (3) school years. Each limited contract teacher shall receive at least one (1) written evaluation annually. At least one (1) classroom observation (in conventional classroom situations) shall be held before the evaluation is completed. Unless otherwise mutually agreed, the evaluation will be done by the principal of the school to which the teacher is regularly assigned; if the teacher is regularly assigned to more than one (1) school, the evaluation may be done by the principal of any school to which the teacher is regularly assigned.
 - 2. Following the observation, which must be at least thirty (30) minutes in length, in the conventional classroom situation, the evaluator shall hold a conference with the teacher to discuss the evaluation within the next ten (10) working days. For purposes of this provision, "observation" means the last observation held before the evaluation is completed. The written evaluation will be given to the teacher by not later than the start of the evaluation conference. The evaluator and the teacher shall both sign the evaluation, but the teacher's signature shall not constitute agreement with its contents.
 - 3. The teacher, within seventy-two (72) hours of the evaluation conference, may submit comments to be attached to the evaluation and kept with it in the teacher's personnel file.

C. Only compliance with the adopted evaluation procedure (as it may be modified from time to time) is subject to the grievance procedure.

D. INSTRUMENT FOR ADMINISTRATIVE IMPROVEMENT

Before April 1 of each year, each building principal shall circulate a written instrument for teacher input for his/her self-appraisal and improvement. If completed, appraisals shall be signed and submitted to the Superintendent. These appraisals are public documents.

ARTICLE XVII - INSURANCE & HEALTH BENEFITS

A. LIFE INSURANCE

One-half time or over employees on regular contract shall receive life insurance in the amount of \$25,000 double indemnity, at least equal to the coverage presently provided by School Employee Trust. "One-half time means a work schedule of at least 3.75 hours per day for a full year or the equivalent total hours for the year. (Such insurance shall include provisions for double indemnity in the case of accidental death; disability coverage benefit; and conversion privilege, as well as guaranteed insurability.)

B. MEDICAL INSURANCE

Employees may enroll in any health benefits plan offered by the Allen County Schools Health Benefits Consortium Plan. Information can be found in the Allen county Schools Health Plan booklet and the Allied Benefit Systems website at www.alliedbenefit.com

If the state of Ohio enacts legislation affecting the provision of health care benefits to school employees, and the Board determines to leave the Allen County Schools Health Benefits Consortium Plan, then sections B-D of this Article become ineffective when the legislation takes effect or when the Board determines to leave the consortium, whichever occurs first.

C. DENTAL INSURANCE

All employees on a regular (full-time or part-time) contract shall be eligible to receive dental insurance at least equal to coverage presently provided. Plan information can be found in the Council of Allen County Schools Health Plan Consortium, Dental summary Plan Description booklet and the (Allied Benefit Systems website at www.alliedbenefit.com.)

D. BOARD CONTRIBUTION

1. The Board will pay 80% and the employee will pay 20% of the monthly cost for single or family coverage Dental Insurance.

2. The Board's contribution to the cost of medical insurance shall be:

a. For enrollment in the MDHP plan, a dollar amount equal to seventy-eight

percent (78%) of the premium funding cost for single or family coverage.

b. For enrollment in any plan that is less costly per month than the MDHP plan, ninety percent (90%) of the monthly premium funding cost.

c. For enrollment in any plan that is more costly than the MDHP plan, the dollar amounts set forth in (2)(a) above.

3. Effective January 1, 2007, the Board of Education will contribute \$1,250 per calendar year to a flexible spending account for all insurance eligible employees.

Employees may contribute pre-tax dollars to their flexible spending account with no roll-over available, except this provision shall not apply to employees enrolling in a high deductible plan with a health savings account. If an employee is enrolled for an entire insurance year in a high deductible plan with an HSA, the Board shall pay the employee \$1250 in January following the conclusion of that insurance year.

E. LEAVES OF ABSENCE

During the time of an approved leave of absence, the Board shall not provide fringe benefits other than those required by law to an employee. If the employee wishes to continue uninterrupted fringe benefit programs during a leave, payment for the cost of the benefits can be made to the Board Treasurer.

F. DURATION OF COVERAGE

Group insurance coverage shall become effective on the teacher's first day on the active payroll and shall continue, if the teacher has applied for and is eligible for coverage, to the end of the month in which the teacher's separation from employment is effective; provided, however, that teachers whose limited contracts are nonrenewed shall continue with group insurance coverage so long as they are on the active payroll. Insurance coverage shall continue in effect while a teacher is on paid leave. When a teacher is on an unpaid leave, the teacher may participate in group insurance coverage by paying the monthly premium to the Board Treasurer. Such remittance shall not be required more than thirty (30) days in advance. Teachers may continue to be eligible for participation in group insurance after separation from employment pursuant to federal law.

G. PART-TIME EMPLOYEES

While part-time employees may elect to receive full benefits under Sections B and C of this Article, the Board's maximum monthly contribution to premiums under Section D of this Article on behalf of a part-time employee shall be pro-rated (that is, the work time percentage that the employee's part-time contract bears to that of a full-time employee's contract shall be the percentage payable by the Board of the maximum amount the Board would pay under Section D on behalf of a full-time employee); provided, however, that the Board's maximum premium contribution for part-time employees employed prior to July 1, 1991 shall continue to be paid in accordance with the parties' past practice under their 1989-91 Agreement.

H. CHANGES IN COVERAGE

An election to participate or not participate in an insurance fringe benefit program may be made only in accordance with the particular plan. An election by a participant to change from family to single coverage may be made at any time; an election to change from single to family coverage may be made only during the open enrollment period unless prompted by a change in family status (such as marriage or birth of a child) at some other time of the year.

I. WELLNESS

The Board will implement whatever wellness program is required by the School Employees Health Care Board.

ARTICLE XVIII - SEVERANCE PAY

- A. An employee retiring from the District will be paid upon retirement at the daily rate earned in the last year of employment for 25% of accumulated sick leave days. Maximum days of severance pay authorized shall not exceed fifty (50). Such conversion of sick leave to severance pay will eliminate all sick leave accrued but unused by the teacher. Severance pay shall be a one-time, lump-sum payment to eligible employees according to the following criteria.
1. The employee retires from the District.
 2. A teacher shall be deemed to have "retired" under this Article when he/she has been approved for service retirement by STIRS or has been determined to be qualified for disability benefits by STRS.
 3. The individual must within one hundred twenty (120) days of the last day of employment prove acceptance into the retirement system by submitting a copy of the first retirement check.
 4. The employee must have not less than ten (10) years of service with this District, the State, and/or its political subdivisions.
- B. Any employee who meets the service requirements of Section A above and who dies while in the employment of the District, shall on the day of death be deemed to have terminated employment by means other than retirement, and payment of severance pay as described in this Article shall be made in the manner prescribed in O.R.C. 2113.04.

ARTICLE XIX - WORK YEAR/WORK DAYS

- A. The regular teacher work year shall consist of one hundred eighty-three (183) workdays unless altered by State law. A calendar committee consisting of the Superintendent, three (3) representatives appointed by the Superintendent, and three (3) representatives appointed by the Association, shall meet and develop a calendar(s) for recommendation to the Board for adoption.
- B. The regular on-duty teacher workday shall not exceed seven (7) hours and thirty (30) minutes, inclusive of thirty (30) minutes for lunch. The workday shall be scheduled between 7:45 am. and 4:00 p.m. Teachers may be required to attend other school functions, such as open house, parent-teacher conferences and teachers' meetings (with at least 24-hour notice), but not beyond 9:00 p.m. or weekends. On contract days when the Superintendent delays school for three (3) hours due to weather or other public calamity, the teacher work day may be extended past 4:00 p.m. in order to accommodate the necessary length of school day and work day. The Superintendent may utilize the three-hour delay schedule on any day during the school year. If a teacher has scheduled an appointment that is difficult to reschedule, every effort will be made by the building principal to arrange coverage for that teacher.
- C. Each full-time non-hourly bargaining unit employee will be granted at least two hundred (200) minutes of planning time per five-day week in blocks of no fewer than fifteen (15) minutes.

ARTICLE XX - VACANCY POSTING AND SELECTION PROCEDURE

- A. The Superintendent or Board shall determine whether a vacancy exists and whether to fill a vacancy, including the determination whether a leave of absence creates a vacancy.
- B. The Superintendent shall prepare a list of all certificated vacancies, supplemental positions listed in Appendix C and any newly-created supplemental positions which involve the regular performance of an extra duty on a salary basis, such as coaching or club advising, as soon as they become known. A copy of this list shall be sent to each school and posted. The list shall include the following information:
 - a. Position(s) available;
 - b. Requirements for job;
 - c. Deadline for application;
 - d. Effective starting date; and
 - e. Any additional pertinent information.
- C. Any teacher shall, upon request, be mailed a copy of the list of vacancies and/or newly-created positions during the summer when school is not in session. Teachers shall have seven (7) days after the date of posting or mailing, as the case may be, to submit a written request to be considered for the position.
- D. No administrator shall make a final recommendation to the Superintendent or the Board until current teachers who make application for a vacancy have had an opportunity to interview for the available position. During the summer months that

interview may be conducted by telephone.

- E. A teacher returning from an approved leave of absence shall be assigned to the same or similar position to that which he/she held prior to the leave, if such a position exists; otherwise, the teacher will be assigned to a position for which that teacher is certified.
- F. Before the end of a regular school year, the Superintendent or his designee shall notify teachers under regular contract of their assignments for the next school year. If there is a significant change in the teacher's assignment for the next year after the initial notice (such as a change in grade level or change in general subject area to be taught), the Superintendent or his designee will notify the teacher of the change(s).
- G. A teacher may request a transfer in writing to the Superintendent. In filling vacancies the Superintendent will consider, among other factors, the applicants' seniority. When a teacher is reassigned, the teacher shall not be required to move furnishings, equipment or supplies; a teacher who so requests will also not be required to move personal items related to teaching with the understanding that the Board shall not be liable for any accidental damage and that the teacher is responsible for any special packaging requirements.
- H. If mutually agreeable, coaches within the same sport and gender of sport can switch coaching positions without posting either position, pending Board action.
- I. The Board in its sole discretion may assign teaching to the Technology Coordinator so long as no teacher's teaching contract is suspended as a result.

ARTICLE XXI - SUPPLEMENTAL CONTRACTS

- A. Teachers who are employed and are to be compensated by the Board for approved supplemental duties in addition to regular teaching duties, shall be employed on supplemental contracts. These contracts shall be separate from and in addition to the regular teaching contract. A supplemental contract shall automatically expire at the end of its term without further action or notice by the Board. If the Superintendent intends to recommend the same teacher for re-employment for the same duty, the position need not be posted in accordance with Article XX. The supplemental contract shall include:
 - 1. Year contract will be in force;
 - 2. Specific assignment (i.e., Freshman Football, H.S. Marching Band, etc.);
 - 3. Step and percentage by which compensation will be paid; and
 - 4. Signature of the employee and date of signing.
- B. Teachers shall be compensated for supplemental duties for which they are employed in accordance with the supplemental salary schedule attached hereto as Appendix C. The Board need not fill any or all positions listed on the schedule in any particular school year. The Superintendent shall determine whether a vacancy exists in a supplemental position and when to fill the vacancy. The elimination of a supplemental position or the failure to fill a position shall not be subject to bargaining with the

Association.

- C. Before the Board implements a salary for a new supplemental position or for a supplemental position which is a combination of former positions, it will bargain in good faith with the Association with respect to the salary for the position.
- D. A supplemental contract will be payable as follows:
 - 1. Year-round positions with duties distributed throughout the school year will be paid year round in approximately equal pays for the remainder of the year commencing with the second pay following the signing of the contract.
 - 2. All other supplemental positions with duties only during part of the school year (fall, winter and spring) will be paid in full at the end of the season. The salary will be paid, upon approval by the attending supervisor, at the conclusion of the season. Such compensation will be paid by separate check and may occur on a day other than a regularly scheduled pay day but no later than during the week following the pay day in question.

ARTICLE XXII - REGULAR SALARIES

A. SALARIES

Regular salaries with a base salary of \$32,092 for the 2011-12, 2012-13, and 2013-14 school years are set forth on the schedules attached as Appendixes A, B, and C.

No member of the BEA bargaining unit ("teacher") shall receive a vertical experience step increase in his/her salary for the 2011-12 school year. Effective at the beginning of the 2012-13 school year, teachers shall be credited with one year service credit as compared to their service credit in the 2010-11 school year and be advanced, as applicable. For example, from Step 9 in 2010-11 to Step 10 in 2012-13, or from 22 years of experience in 2010-11 to 23 years of experience in 2012-13 (no salary increase). Effective at the beginning of the 2013-14 school year, teachers shall be credited with one-half year service credit as compared to their service credit in the 2012-13 school year and be advanced, as applicable. For example, from Step 10 in 2012-13 to Step 10.5 in 2013-14, or from 23 years of experience in 2012-13 to 23.5 years of experience in 2013-14 (no salary increase).

B. STRS PICK-UP

The Board will continue its current practice of picking up each teacher's mandatory STRS contributions using the salary restatement method of implementation.

ARTICLE XXIII - PAYROLL PRACTICES

- A. Upon individual written authorization, teachers may participate in payroll deduction for Allen County Credit Union and Income Protection Insurance. Payroll deductions may also be authorized for tax-sheltered annuities for which at least five (5) employees enroll.

- B. Regular teacher salaries shall be paid by electronic fund transfer on a bi-weekly basis, with checks to be dated and received every other Friday. When Friday falls on a legal holiday, the check/transfer will be dated the preceding day.
- C. If a payday falls on a holiday when banks do not accept transfer of funds, the

electronic fund transfer will occur on the immediately preceding weekday when the transfer can be accepted.

- D. Itemized deductions, all deductions for use of sick leave and personal leave, and the teacher's accrued unused sick leave and personal leave shall be set forth on the teacher's direct deposit notification. Such notification will be mailed when school is not in session.
- E. Any errors in a teacher's pay will be corrected as soon as possible. The teacher shall not have to wait for the error to be corrected in the following pay period.
- F. Each teacher, other than tutors paid on an hourly basis, shall be paid a salary as set forth on the salary schedule, with experience calculated as herein provided. Initial placement for a teacher shall be at Step 0 unless the teacher has prior service as a full-time or regular part-time teacher under contract in a school for which the Ohio Department of Education recognizes service credit. For each school year in which the teacher actually has worked at least one hundred twenty (120) days under regular contract in such a school, the teacher shall be given one (1) year's service credit for up to six (6) years. If the teacher has additional prior teaching service, the Board shall determine how many years of vertical service credit, if any, beyond six (6) will be awarded, with the further understanding that this provision will not operate to change the vertical placement of an incumbent employee.
- G. Part-time teachers, other than persons performing hourly- rated work, shall be paid an annual salary pro rata based on the salary schedule.
- H. The teacher shall be paid after deductions that are required by law and the following voluntary deductions for:

Tax Sheltered Annuity	1st pay
Alien County Credit Union	All pays
Voluntary political (see Article IV)	All pays
Association Dues (see Article IV)	20 pays
Other Insurance Policies	1 st and 2 nd pay

Health insurance (if cost exceeds the Board contribution and is at least \$5.00 per month, it will be deducted from the 1st and 2nd pay of the month, and if less than \$5.00, will be deducted out of the 2nd pay per month).

With respect to tax-sheltered annuities, a teacher may elect by written notice to the Treasurer to have the deduction made from the first and second pay if the monthly contribution exceeds Two Hundred Dollars (\$200). Deductions will not be made with respect to a new annuity company unless at least five (5) teachers authorize deductions as to that company; however once the minimum participation requirement

is satisfied, deductions will continue unless employee participation as to that company drops to zero, in which case the five-person minimum participation requirement will again apply as a condition of having deductions made. In addition, the Board will permit a conversion by a new teacher transferring in from another Ohio school district without regard to the normal minimum participation requirement for company eligibility, with the further understanding that deductions with respect to such a company will continue to be made unless participation as to that company drops to zero, in which case the five-person minimum participation requirement will apply as a condition of having deductions made. In all cases, deductions with respect to tax-sheltered annuities must conform with all Internal Revenue Service and other legal requirements.

- I. Horizontal movement on the teachers' salary schedule to another will be approved at the Board's regular September and regular January meetings. To qualify for approval at the September meeting the employee must submit all necessary documentation (i.e., a transcript or diploma confirming the award of an MA degree or a grade report for additional hours in the absence of a new degree) to the Superintendent by not later than August 31; to qualify for approval at the January meeting, the employee must submit all necessary documentation to the Superintendent by not later than December 31. If all such documentation is timely submitted, the employee will be compensated on the new column effective September 1 or January 1, whichever is applicable, with the further understanding that if the Board for a valid reason does not approve the move to the new column, the Board will by payroll deduction recoup the additional amount paid to the employee by operation of this provision.
- J. The Board shall reimburse an employee once every five (5) years for costs incurred by the employee for required background checks up to sixty dollars (\$60).

ARTICLE XXIV - HOURLY-RATED POSITIONS

The following duties shall be paid at the same percentage as the increase on the new base salary:

Dutv	
L.D. Tutor	19.28
LPDC	19.28
Home Tutor	18.54
Kindergarten Screening	18.54
Saturday School Supervisor	18.54
Weight Room Supervisor	10.95
Summer School	20.58

An L.D. tutor regularly assigned to six (6) or more hours of work per day is entitled to participate in insurance fringe benefits under Article XVII of this Agreement on the same terms as apply to non-hourly full-time employees. If assigned to fewer than six (6) hours of work per day, the L.D. tutor may

elect to participate in such insurance benefits with the Board's monthly contribution pro-rated in accordance with Article XVII, Section G of this Agreement (for this purpose, a full-time tutor's contract is deemed to be six (6) hours of work per day-for example, a tutor regularly assigned to four (4) hours of work per day would be considered to be a 66.7% part-time employee). An L.D. tutor's regular work year shall consist of one hundred eighty-three (183) workdays.

ARTICLE XXV - FACILITIES/HEALTH SAFETY

The Board shall make all reasonable efforts to provide: (a) storage space for each teacher in his/her building, which can include classrooms, in which the teacher may secure his/her personal belongings; (b) at least one (1) piece of copying or duplicating equipment in each building accessible during school office hours for use by teachers; and (c) keys to any teacher lounge, faculty restroom, or classroom in his or her building which may be locked.

- A. Teachers have the responsibility to bring to the attention of their building principal, in writing, the existence, in their opinion, of any unsafe or abnormal conditions in the building which adversely affect the teaching environment. After receiving notice of such condition, the building principal shall investigate the matter and report his/her findings to the superintendent and apprise the teacher of the disposition of the referral. The principal's disposition may not be grieved.

ARTICLE XXVI - SAFETY AND HEALTH

- A. Before exercising any right under O.R.C. 4167.06, an employee must contact his/her principal or the Superintendent and review all relevant facts. The employee may be temporarily reassigned without regard to other provisions of this Agreement. Before providing notice pursuant to O.R.C. 4167.06(B), the employee must exhaust the procedure set forth in Section C of this Article.
- B. An employee who wishes to assert a claim of discrimination as defined in O.R.C. 4167.13 shall use the following procedure to assert such a claim which procedure shall be the exclusive means to assert such a claim, to the exclusion of a lawsuit or any other means of challenge.
- C. The parties mutually wish to deal with safety and health complaints, and to attempt to correct any health or safety violation, internally. Accordingly, neither the Association nor an employee may file a complaint alleging a health or safety violation with the Ohio Department of Industrial Relations under O.R.C. 4167.10 until the following procedure has been exhausted:
 - 1. An employee or Association representative shall first bring an alleged health or safety violation to the attention of the affected employee's principal, within five (5) work days of the occurrence of the alleged violation.

2. If the principal does not resolve the alleged violation to the employee's satisfaction, the employee or Association representative may file a formal complaint with the Superintendent within five (5) work days after the conference with the principal. The Superintendent will prescribe a form for the written complaint, which will include space for the standard alleged to be violated, the specific facts on which the allegation is based, and the precise remedy sought. The Superintendent (or his designee) will meet with the employee or Association representative in an attempt to resolve the alleged violation. The Superintendent will promptly respond to the complaint after this meeting.

ARTICLE XXVII - CLASS SIZE

A reasonable effort will be made in scheduling to keep class size as small as possible and to equalize, to the extent feasible, class size within each building. The Board and the Administration will strive to meet the pupil/teacher ratio as recommended in the minimum currently in effect for Ohio elementary and secondary schools. A special effort will be made to accomplish this goal by building and grade level by the end of the second week of school. To the extent possible or practical, considering all significant relevant factors, an effort will be made to equalize the distribution of regular and mainstreamed special education students in each grade/class level/subject within each building. Class size will not exceed the number of work stations in a classroom.

ARTICLE XXVIII -ADMISSION OF TEACHER'S CHILD TUITION-FREE

Any dependent child of a full-time teacher may attend District schools tuition-free through the open enrollment procedure without denial. If open-enrollment is not available, the child will be admitted tuition-free. The teacher is responsible for being aware of, and ensuring compliance with, any Ohio High School Athletic Association transfer policies that may apply. The Superintendent will honor and implement any remaining days of suspension or expulsion from a previous school of a student enrolled under this Article.

ARTICLE XXIX - FIRE EVACUATION FOR THE HANDICAPPED POLICY

In the event that an emergency fire evacuation is necessary, the following procedure shall be used for those students who are unable to negotiate the stairs by themselves.

1. The student shall be assisted into the wheel chair if he/she is not already there.
2. The supervising teacher and the student shall wait until all of the other students have exited. When a teacher has the responsibility of the handicapped child, another teacher in the area of the classroom will have the responsibility of said teacher's class until the teacher arrives.
3. The supervising teacher shall then escort the handicapped student to a designated

area of the building.

4. As soon as possible, the Administration will attend to the child.

ARTICLE XXX - HIRING OF RETIRED TEACHERS

Any retired teacher employed by the Bluffton Exempted Village Board of Education will be paid at the 5th year experience step at the employee's current degree level. If the retired teacher is re-employed in subsequent years, he/she will remain at the 5th step, but will receive the benefit of any negotiated base salary increase.

A retired teacher employed on a part-time basis will be paid a pro-rated salary based on a full workday as defined in the negotiated agreement. The retired teacher's contract will be a one-year limited contract automatically expiring at the end of the school year. Said contract shall be exempt from O.R.C. 3319.11 and 3319.111. The re-employed retired teacher will not resume and is not eligible for continuing contract status during any period of re-employment with the district. This provision supercedes O.R.C. 3319.08 and 3319.11.

The evaluation of a re-employed retired teacher will be consistent with the process used for limited contract teachers whose contracts are expiring.

The re-employed retired teacher will not be eligible for Board-paid medical and dental insurance benefits, if they are eligible for coverage through STRS. However, the retired teacher may purchase the Board's health and dental insurance coverage's through payroll deduction. If the retired teacher is not eligible for coverage through STRS, the Board will offer the insurance benefits at the same level as all other teaching employees. The Board will provide life insurance coverage to the re-employed retired teacher.

Retirement constitutes a break in service to the Bluffton Exempted Village School District for the purpose of severance, service credit, seniority, reduction in force and sick leave. However, the retired teacher may again accumulate sick leave (starting from 0 days) at the same rate as other teachers. The re-employed retired teacher may request an advancement of five (5) sick days during the first year of re-employment with the district. The Board of Education will make STIRS employer contributions for the retired teacher in accordance with STRS rules and regulations.

The re-employed retired teacher will be responsible for payment of the employee share of Medicare deduction at the applicable rate.

A teacher shall be deemed retired under this agreement when he/she has been approved for service retirement by the State Teachers Retirement System.

Because a teacher may only retire once, a retired teacher who resigns his/her position under this Memorandum of Understanding will not be considered to have retired again, and is therefore not eligible for further severance pay.

An active teacher who is not yet retired will not be expected to give up any of his/her severance pay, including any Retirement at Initial Eligibility supplemental severance for which he/she would otherwise be eligible in order to be eligible for reemployment as a retired teacher.

Unless noted in this Article, all other contractual provisions apply to retired teachers whom are re-employed by the district.

ARTICLE XXXI - NON-DISCRIMINATION CLAUSE

Consistent with applicable federal and Ohio law, there shall be no discrimination in employment rights or in the application of this Agreement because of an employee's race, color, creed, national origin, sex, religion, age, marital status, or disability/handicap. The parties mutually recognize that deviations from this Agreement may be necessary from time to time in order to meet the Board's legal obligation reasonably to accommodate an employee's disability/handicap or religious conviction.

ARTICLE XXXII - ENTIRE AGREEMENT

This Agreement supersedes and cancels all prior agreements and understandings between the Board and the Association, whether written or oral, and constitutes the entire agreement between the parties.

ARTICLE XXXIII - WAIVER OF NEGOTIATIONS

Both parties acknowledge that during the negotiations leading to the execution of this Agreement, they had a full opportunity to submit all items appropriate to collective bargaining and that this Agreement contains their complete resolution of all such items. The Association waives its right to initiate bargaining or to submit any additional item for negotiations during the term of this Agreement. The Board agrees to comply with all the terms of this Agreement for its duration unless the Association through its bargaining representatives agrees in writing with representatives of the Board to change, amend or modify a term(s) of this Agreement. This paragraph in no way takes away from the Board's obligation to bargain under Article V, Section B.

ARTICLE XXXIV -- MENTORS

It is mutually understood that a mentor assigned to assist a mentee will not evaluate that mentee or participate in administrative evaluative conferences with reference to the mentee.

ARTICLE XXXV - DURATION

Except as otherwise expressly provided in this Agreement, this Agreement shall become effective on July 1, 2011 and continue in full force and effect through June 30, 2014 and from year to year thereafter unless notice to negotiate a successor agreement is given by one or both parties in accordance with Ohio law.

BLUFFTON EDUCATION
ASSOCIATION OEA/NEA-LOCAL

BY: _____
BEA President

BEA, President-Elect

OEA Labor Relations Consultant

Date: _____

BLUFFTON EXEMPTED VILLAGE
SCHOOL DISTRICT BOARD OF
EDUCATION

BY: _____
Board President

Superintendent

Treasurer

Date: _____

APPENDIX D (2011-2014)
SUPPLEMENTAL SALARY SCHEDULE

Percentages are based on the first step on the BA salary schedule.

Athletic Administration	%	Assistant Middle School Track	03
Athletic Director	19	Boys Soccer	11
Associate Athletic Director	07	Assistant Boys Soccer	07
Faculty Manager	12	Girls Soccer	11
Coaches		Assistant Girls Soccer	07
		Boys Tennis	05
		Girls Tennis	05
Head Football	19	Baseball	11
Assistant Football	10	Assistant Baseball	07
M. S. Football	08	Girls Softball	11
Assistant M. S. Football	06	Assistant Softball	07
Head Boys Basketball	17	Cross Country	07
Part-Time Asst. Boys Basketball	05	Golf	07
Assistant Boys Basketball	10	Weight Room	10
Freshman Boys Basketball	07	Other	
Middle School Boys Basketball	07	Major Musical Director	10
Asst. Middle School Boys Basketball	05	Assistant Major Musical Director	05
Head Girls Basketball	17	Vocal Music	05
Part-Time Assistant Girls Basketball	05	Swing Choir	06
Assistant Girls Basketball	10	Instrumental Music	13
Middle School Girls Basketball	07	Band Flag Advisor	05
Asst. Middle School Girls Basketball	05	Assistant Band Director	05
Girls Head Volleyball	11	Renaissance Program Advisor	02
Assistant Girls Volleyball	07	Drama Club Advisor/Director	03
Middle School Girls Volleyball	06	One production	06
Assistant Middle School Volleyball	04	Freshman Class Advisor	01
Head Wrestling	11	Sophomore Class Advisor	02
Assistant Wrestling	07	Junior Class Advisor	04
Middle School Wrestling	07	Senior Class Advisor	01
High School Cheerleader Advisor	04	H.S. Student Senate Advisor	04
H.S Cheerleader Asst. Advisor	05	M.S. Student Senate Advisor	03
Middle School Cheerleader Advisor	04	Art Club Advisor	02
M.S Cheerleader Asst. Advisor	03	Latin Club Advisor	02
Head Track	14	Foreign Language Club Advisor	02
Coordinator Track	09	SADD	02
Assistant Track	07	National Honor Society	02
Middle School Track	07	Academic Team Advisor	08

Middle School Acad. Team Advisor	03
Math Club Advisor	02
5th Grade Academic Team Advisor	02
6th Grade Academic Team Advisor	02
Power of the Pen	01

Extended Time

Summer Band	20 days
Middle School Guidance	7 days
H. S. Guidance	20 days
Industrial Arts	5 days
OWE	5 days
Buccaneer	2 days

GRIEVANCE REPORT

Distribution of Form:

- 1. Superintendent
- 2. Principal
- 3. Association
- 4. Teacher

Submit to Principal in Duplicate

NAME OF GRIEVANT	BUILDING	ASSIGNMENT	DATE FILED
------------------	----------	------------	------------

STEP I

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance _____

2. Relief Sought _____

C. Received by Immediate Supervisor _____
Signature Date

D. Disposition by Immediate Supervisor _____

E. Received by Grievant and/or Association _____
Signature Date

E. Position of Grievant and/or Association _____

Signature Date

STEP II

A. Date Received by Superintendent or Designee _____

B. Disposition by Superintendent or Designee

C. Received by Grievant and/or Association _____
Signature Date
Signature Date

D. Position of Grievant and/or Association _____

Signature Date

STEP III

A. Received by President of the Board _____

B. Disposition by President of the Board _____

C. Received by Grievant and/or Association _____
Signature Date

STEP IV

A. Submitted to Arbitration _____
Signature Date

ATTACH ADDITIONAL SHEETS IF NECESSARY

BLUFFTON EXEMPTED VILLAGE SCHOOLS
Statement of Supporting Absence

I was absent from my job on the following date(s): Reason
(Please indicate if A.M. or P.M. only)

Date(s) _____ Personal Illness

Please complete if a physician was consulted: _____ Illness in Family

Name of Physician: _____
(Specify) _____ Funeral
_____ Personal Day

Address _____
_____ Professional Day

Date(s) Seen _____
_____ Other (Explain)

_____ Sick Leave

_____ Personal or Professional Leave

_____ Leave without Pay (deduct)

Teacher or Employee Signature Social Security Number

Name of Substitute used Principal/Superintendent

STATEMENT OF SUBSTITUTE

I substituted in the Bluffton Schools on the following date(s):
(Please indicate if A.M. or P.M. only)

DATE(S) REGULAR TEACHER OR EMPLOYEE

Substitute Teacher/Employee Signature Social Security Number
Principal/Superintendent

For use of the Treasurer only

_____ :
_____ x _____ = _____ (substitutes are paid on the first payday of each month)
Days/Hours Rate

**BLUFFTON EXEMPTED VILLAGE SCHOOLS
Personal Leave Form**

EMPLOYEE NAME _____	DATE OF APPLICATION _____
DATE OF LEAVE REQUESTED _____	BUILDING _____
REQUEST IS FOR:	
_____ FULL DAY	
_____ HALF DAY (before lunch)	
_____ HALF DAY (after lunch)	

A teacher shall be entitled to personal leave as specified in the current contract to be used for matters which cannot be scheduled outside the school day.

- A. A reason for personal leave does not need to be specified.
- B. Personal leave shall not be used to extend any holiday, vacation period, or leave of absence.

If the leave is requested on a day which is contiguous with a holiday, vacation period, or leave of absence, leave shall be granted notwithstanding the above if the reason for the request is one(1) of the following:

- a. Funeral (not covered by sick leave)
- b. Mandatory court appearance
- c. Extreme emergency or circumstance beyond the individual teacher's control.

Signature of teacher _____

Request Granted _____	Request Denied _____	(Superintendent's Signature) _____	Date _____
COMMENTS: _____			

REQUEST FOR PROFESSIONAL LEAVE AND IN-SERVICE EXPENSES
BLUFFTON EXEMPTED VILLAGE SCHOOLS

Application

Employee _____

Date(s) desired for professional leave _____

Briefly describe the reason for request _____

How do you expect this activity to complement your work?_

Location of workshop or special activity _____

Expenses requested; (estimate cost)

Registration _____

Lodging_____

Transportation _____

Meals_____

Substitute Required? _____

II. Approvals

Approval of principal _____

Approval of superintendent _____

Amounts approved for expenses:

Registration _____

Lodging_____

Transportation _____

Meals_____

Comments: _____

BLUFFTON EXEMPTED VILLAGE SCHOOLS PROFESSIONAL MEETING EXPENSES

Name _____ Date Submitted _____

Social Security # _____ Vendor #, _____

Date	NAME & LOCATION OF MEETING	MEAL	LODGING	TRAVEL	DAILY TOTAL

	Registration
	Total

Complete explanation of travel _____

Expenses on reverse side _____

MAKE A BRIEF REPORT ON THE MEETING:

Employee's Signature

Principal's Approval

Memorandum of Agreement

The Bluffton Education Association and the Bluffton Exempted Village Board of Education agree to this Memorandum of agreement with regard to the position of Pat Prichard as an Industrial Technology teacher and a Career Based Intervention teacher.

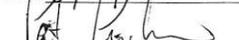
1. The Association agrees that Pat Prichard shall be employed by Apollo and compensated on the Apollo salary schedule and follow all Apollo fringe benefits. Pat Prichard may become a member of the Apollo Education Association. It is agreed that Pat Prichard may not be involuntarily transferred to another school district.
2. With regard to severance pay Pat Prichard will be compensated for severance pay by Apollo under the Apollo benefits and salary package.
3. The Association, for itself and its members hereby waive any claim that the foregoing is in violation of the negotiated collective bargaining agreement between the Association and Bluffton Exempted Village Board of Education. The Association and the Bluffton Exempted Village Board of Education further agree that this memorandum shall not be considered precedent for any purpose.
4. The agreement is for the 2010-2011 school year and will be automatically renewed unless either party chooses to withdraw from the agreement at the end of a school year. Should this agreement be discontinued, Pat Prichard will be reemployed at Bluffton Exempted Village Schools and retain his seniority with his original date of employment of May 17, 1999. Pat Prichard is on Step 18 of the Bluffton Salary Schedule for the 2009-2010 school year. Each year that Pat Prichard is employed by Apollo will be added to step 18 when/if this agreement is no longer valid by either party and he will be returned to the Bluffton Salary schedule at the appropriate step. (Example: if under Apollo for 5 years, Pat would then come back to the Bluffton salary schedule on step 24). Furthermore, Pat will not make less on the Apollo salary schedule for 2010-2011 than what he would have made at Bluffton on step 19 of Bluffton's salary schedule.

Bluffton Education Association



Beth Raeburn,
BEA President

Date 5/17/10


Pat Prichard

Date 5/19/10

Bluffton Exempted Village
Board of Education



Jeremy Seales,
President

Date 5/17/10