



AGREEMENT

between the

13-MED-03-0375
2192-01
K30240
12/13/2013

**EAST CANTON EDUCATORS'
ASSOCIATION**

and the

**OSNABURG LOCAL
BOARD OF EDUCATION**

July 1, 2013 – June 30, 2016

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ARTICLE 1 - RECOGNITION, PROCEDURE AND RIGHTS

A. Recognition

The Osnaburg Local Board of Education, hereinafter "Employer" or "District" hereby recognizes the East Canton Educators' Association/OEA/NEA-Local, hereinafter the "Association" as the sole and exclusive representative for all certificated personnel employed by the District. The term "certificated" throughout this Contract shall mean certificated/licensed. Excluded from the unit are casual substitutes who work less than (60) days in the same position, and those management, confidential and supervisory employees excluded under Ohio Revised Code 4117

B. Association Rights

The Association shall be granted the following sole and exclusive organizational rights:

1. Use of school facilities for Association meetings, as long as these meetings are held after the working day and are not in conflict with meetings planned by the school administration.
2. Placing of Association communications in the mailboxes and school email provided each teacher.
3. Space for Association bulletin boards in the faculty lounges.
4. Payroll deduction of Association dues per this Agreement.
5. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property provided said representative(s) abide(s) by rules and regulations regarding said entry on school property. This shall not interfere with or interrupt the on-going instructional program.
6.
 - a. The Association shall be granted a total of three (3) days with pay per school year to be used by individuals to conduct Association business.
 - b. Individuals using these days must be authorized by the ECEA president.

- c. The Board of Education shall not be held responsible for any expenses incurred but will provide for substitute personnel as needed.

C. Management Rights

1. The Board hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio, and of the United States, including, but without limiting the generality of the foregoing, all of the rights identified in Section 4117.08 of the Ohio Revised Code. These include:
 - a. 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 school services, its overall budget, utilization of technology, and the School District organizational structure;
 - b. direct, supervise, evaluate and hire employees;
 - c. maintain and improve the efficiency and effectiveness of Board operations;
 - d. determine the overall methods, process, means, or personnel by which school district operations are to be conducted, including the opening and closing of buildings, the hours such buildings are open, student assignments, and the purchasing and distribution of all Board-owned equipment;
 - e. suspend, terminate, lay off, transfer, assign, schedule, promote or retain employees;
 - f. determine the adequacy of the work force;
 - g. determine the overall mission of the School District, including the establishment of curriculum, special programs, athletic, recreational and social events for students;
 - h. effectively manage the work force, including the determination of building schedules, hours of operations, and the duties, responsibilities and assignments of staff members;

- i. take actions to carry out the mission of the School District.
 - 2. a. The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this contract and Ohio statutes, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Ohio and the rules and regulations promulgated by the Ohio State Board of Education and the Constitution and laws of the United States.
 - b. The management rights set forth above shall not be subject to the arbitration procedure or otherwise except to the extent that they are limited by specific provisions of this Agreement. Failure to exercise a right or exercising it in a particular way shall not be deemed a waiver of any management right.
 - 3. Failure to fill any vacancy shall not be considered a change in terms or conditions of employment.
- D. Negotiations Procedures
- 1. Requests for Negotiations
 - a. If either of the parties desires to negotiate changes in subjects of negotiations, it shall notify the other party in writing not earlier than the fifteenth (15th) day of January of any year in which this contract expires, unless changed by mutual agreement. Notification in writing from the ECEA shall be served on the Superintendent, and from the Board shall be addressed to the President of the ECEA. Within fifteen (15) working days after receipt of such notice, unless otherwise mutually agreed, the initial bargaining session shall be scheduled.
 - b. Scope of Bargaining: All matter pertaining to wages, hours, or terms and conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement are subject to collective bargaining between the parties.

- c. At the initial bargaining session each party must submit in writing all of its proposals for negotiation. Both parties must present its list of proposals in desired final contract language so that without clarification or supplementation the proposal, if agreed to by the other party, could be incorporated into the final agreement. Topical listing of items proposed for negotiations (laundry lists) shall constitute a clear failure of compliance with this requirement and shall be disregarded.
- d. No additional agenda items may be submitted by either side after the initial exchange, except by mutual consent.

2. Good Faith Bargaining

Good faith negotiations, as provided in this document, include, but are not limited to, reasonable positions on bargainable issues; and indicated willingness to reach an agreement thereon; sound considerations of fiscal, professional or administrative judgment in setting forth, evaluating or declining to agree to proposals not accepted; refraining from unexplained changes in position and from raising new and additional issues calculated to avoid the reaching of an agreement; refraining from encouraging, engaging in or condoning improper conduct. Good faith bargaining, however, does not compel either party to agree to a proposal or require the making of a concession.

3. Negotiation Meetings

- a. Negotiation meetings shall be scheduled at the agreement of the parties, and until negotiations are concluded either party may require at each meeting a decision on the date, time and place of a subsequent meeting.
- b. Meetings shall be scheduled at reasonable intervals and mutually convenient places and times. The meetings should avoid, as nearly as is practicable, conflict with school and employment schedules.
- c. Negotiation meetings shall be closed to the press and the public.
- d. Either party may recess for caucuses of reasonable lengths at any time.

- e. Either party may keep written minutes of the meetings in such form and detail as it may deem advisable. Use of any audiovisual equipment to record transcripts of these meetings will not be permitted.
- f. Where unforeseen circumstances make it impossible for the chief negotiator of either team to be in attendance, or cause him to be late, it shall be the duty of that team to notify the other as promptly as possible. Both sides shall thereupon agree to the time for the next negotiation session.

4. Representation at the Negotiation Meetings

- a. Representation at the negotiation meetings shall be limited to four (4) designated representatives of the Board and to four (4) designated representatives of the ECEA. The lists of team members shall be exchanged prior to the initial meeting of the teams.
- b. Neither party in any negotiation shall have any control over the selection of negotiating team representatives of the other party. Only those so designated by the Board and the ECEA as members of the negotiating teams shall participate in negotiation meetings, unless the parties agree otherwise.
- c. Each party may have up to two observers at any meeting. Such persons shall be without the right to speak or to otherwise comment to either party, unless requested to add expert advice on an issue being considered.
- d. The parties mutually pledge that their representatives shall have all necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations. The agreement reached shall not be binding until ratified by the members of the bargaining unit and Osnaburg Local Board of Education.

5. Agreement

- a. Tentative agreement on negotiation items shall be reduced to writing and initialed by the designated representatives of each party, but such initialing shall not be construed as final agreement. Either party may revise an initialed agreement until all items have been agreed to by the respective negotiating team.

- b. Tentative agreement reached through negotiations shall be reduced to writing and submitted to the members of the Bargaining Unit. Upon approval by the Bargaining Unit, the agreement shall be submitted within one (1) week to the Board for approval. If approved by both parties, the agreement shall then be signed on behalf of the parties and shall be adopted by the Board of Education. The document will then become a legally binding agreement between the two parties.

6. Dispute Resolution

- a. In the event the foregoing procedures do not produce an agreement, either party or the parties jointly may contact the American Arbitration Association to obtain an odd-numbered list of nine (9) names of neutrals who are available to serve immediately. The parties shall either agree on a neutral from the list or alternately strike names until only one (1) name remains and that person shall serve as the neutral. Two (2) full-day sessions shall be held, during which time the neutral shall attempt to mediate a settlement, which is acceptable to both parties. If at the conclusion of the two (2) full-day sessions an agreement has not been reached, the neutral shall, within a period of ten work days, issue recommendations for resolving the disagreement unless the parties can agree to continue mediation.
- b. Not later than fourteen (14) calendar days after receipt of the report, the Board, by a three-fifths vote of its total membership, and the Association, by a three-fifths vote of those eligible to vote, may reject the recommendations. If neither rejects the recommendations, the recommendations shall be deemed agreed upon as the final resolution of the issues submitted; and a collective bargaining agreement shall be executed between the parties, including the fact-finding recommendations, except as otherwise modified by the parties by mutual agreement. If either the Board or the Association rejects the recommendations, the fact-finder shall publicize the findings of fact and recommendation.
- c. The report may be made public at the option of either party upon notification of the other party also.
- d. Costs incurring and utilizing the services of a neutral shall be shared equally by the Board and the Association.

- e. If this procedure does not result in an agreement, the Association has the right to strike provided it has given a ten (10) day notice required under Ohio Revised Code 4117.14(D)2.
- f. The procedure specified above, represents the parties mutually agreed upon exclusive alternate dispute resolution procedure under Ohio Revised Code 4117.14 and shall supersede the other impasse procedure in Ohio Revised Code 4117.14.

ARTICLE 2 – CONSOLIDATION

The parties to this Contract agree that the effects of any consolidation, merger, transfer, or creation of a new district involving all or part of the current Osnaburg Local School District shall be a mandatory subject of bargaining between the Association and the Board or its successor.

ARTICLE 3 - CONTRACTS

- A. Contracts will be issued to certificated personnel in accordance with Section 3319.08 of the Ohio Revised Code.
- B. Contracts shall contain the salary to be paid certificated personnel.
- C. Contracts shall specify the number of days to be worked by the teacher for the school year the contract is in effect.
- D. Subject and/or grade level assignments remain an administrative responsibility. However, if for any reason a teaching assignment is to be changed over the summer, a letter will be sent to the affected teacher as soon as practical.

ARTICLE 4 - DRUG FREE WORKPLACE

- A. The Board may suspend with pay, pending the outcome of any investigation and/or trial, an employee accused of a drug-related offense.
- B. The conviction, guilty, or no contest plea of an employee for unlawfully possessing and/or using, manufacturing, distributing and/or dispensing any controlled substance as defined in federal and

state law while engaged in work or in the workplace shall be sufficient grounds for termination of employment.

ARTICLE 5 - EMPLOYMENT PRACTICES AND CONDITIONS

- A. The Board agrees that it will not discriminate against any member of the certificated staff because of membership or non-membership in the ECEA, or as result of negotiations, complaint or other proceedings under this document. Membership in the ECEA will not be a condition of employment or continued employment and an employee's membership or non-membership in the ECEA shall in no way affect the employee's status as an employee of the Board.
- B. Nothing contained herein shall abridge the right of individual teachers to present their views and recommendations to the Board of Education pursuant to established procedures; provided, however, that professional negotiations shall be conducted only with the recognized teacher organization.

ARTICLE 6 – RESIDENT EDUCATOR / MENTOR PROGRAM

A. Purpose:

Ohio's Teacher Education and Licensure Standards requires beginning teachers to successfully complete a program and assessment to qualify for a professional license. Section 3301-24-04 (A) (2) of the standard declares that:

“The Resident Educator Program shall include both a formal program of support, including mentoring to foster professional growth of the individual and assessment of the performance of the beginning teacher.”

B. Intention:

- 1. Beginning in the school year, the Board of Education intends to provide all professional staff members, who hold a provisional or Resident Educator license, with a program of orientation, assistance, and support.
- 2. Communication between the Mentor and assisted teacher must be confidential. The Mentor is a helper and is not a part of the

evaluation procedure. The Resident Educator Program does not replace employment evaluation.

C. Definitions:

1. The Resident Educator Program

The Resident Educator Program means a formalized program of support provided by the District to meet the unique needs of the individual during his/her employment under a provisional or Resident Educator license.

The Resident Educator Program will be developed by school personnel in which a majority of whom shall be practicing classroom teachers, who follow the guidelines established by the Ohio Department of Education.

2. The Resident Educator Teacher

A candidate for a Resident Educator Program shall be:

- a. A beginning teacher in their first teaching experience after graduation from a teacher training institution and holds a Provisional or Resident Educator License.
- b. An experienced teacher new to the district.
- c. A teacher changing assignment within the district with the recommendation of the administrator.

3. Mentor

The Mentor is a person who has completed a district prescribed training program and is assigned to provide professional support to an individual in the first year of employment. An administrator and the Lead Mentor will assign a Mentor to the Entry-Year Teacher.

- a. Mentor (Lead) – provides district leadership and serves as liaison with the County.
- b. Mentor – will mentor a beginning teacher in his/her beginning teacher experience.

- c. Mentor (Peer Coach) – will mentor an experienced teacher new to the district and/or a teacher changing assignment within the district with the recommendation of the administrator.

4. Mentor Criteria:

The Mentor shall meet the following criteria:

- a. Shall be currently teaching in the Osnaburg Local School District.
- b. Shall have at least three years of teaching experience.
- c. Shall be willing to follow responsibilities outlined in the district mentor handbook.
- d. Shall have completed a district prescribed training program.

Only actively engaged mentors will qualify for stipends:

Mentor (Coach)	.03
Lead Mentor	.03
Mentor Peer Coach	.010

ARTICLE 7 - GRIEVANCE PROCEDURE

A. Definitions

- 1. A grievance is a claim by a teacher or group of teachers involving an alleged violation, misinterpretation or misapplication of any provision of this Agreement.
- 2. A grievance procedure is the method by which an individual or group of employees (hereinafter referred to as the "grievant") may express a complaint, problem or dispute without fear of reprisal and obtain a fair hearing at progressively higher administrative levels.
- 3. Days in this procedure shall be calendar days exclusive of Saturdays, Sundays and legal holidays.

4. An individual employee may present his/her grievance to the Board or its designated representative and have the grievance adjusted without the intervention of the Association or its representatives, as long as the adjustment is not inconsistent with the terms of this Agreement. The Association shall be notified and present (except at the informal step if the grievance is oral) at all meetings involving a grievance. Grievances will be presented in the following steps.

B. Procedure

1. Informal

- (a) Within thirty (30) days following the occurrence of an alleged grievance, the grievant should present his/her grievance to the building principal. At this stage the grievance need not be in writing and shall remain confidential.
- (b) Within five (5) days after the presentation of the grievance, the principal shall give his answer orally to the grievant..

2. Level One

- (a) If the grievance is not resolved informally, it shall be stated in writing on the current approved Grievance Procedure form, signed by the grievant, and lodged within ten (10) days with the principal.
- (b) Within five (5) days after receiving the grievance, the principal shall communicate his answer in writing on the grievance form to the grievant and to the ECEA President.

3. Level Two

- (a) If the grievance is not resolved at Level One, the grievant may within five (5) days of receipt of the principal's answer, submit to the Superintendent a written statement of the grievance on the grievance form. A copy shall be sent to the principal involved and to the ECEA President at the same time.
- (b) The Superintendent or his designated representative should hold a hearing within five (5) days of receipt of the grievance submitted to Level Two. He shall give the grievant and ECEA President an answer in writing on the Board approved

form no later than ten (10) days after receipt of the written grievance or five (5) days after the hearing. If further investigation is needed, additional time may be allowed by mutual agreement of the Superintendent and the grievant.

4. Level Three

- (a) If the Superintendent's answer is not satisfactory or if no disposition has been made within the time requirements, the grievant with permission of the Association or the Association may, within ten days following the Superintendent's reply, request that the grievance be referred to a disinterested third party for arbitration. Such request shall be in writing.
- (b) The parties agree to permanent arbitrator, Rob Stein. The parties shall not be under the auspices of the American Arbitration Association, but shall abide by their rules. In the event Rob Stein is unable or unwilling to serve, the parties shall agree on a replacement. If unable to agree, the services of the American Arbitration Association shall be utilized. The selection of an arbitrator shall be made from a list of seven names provided by the American Arbitration Association in accordance with American Arbitration Association rules.
- (c) The arbitrator so selected shall hold the necessary hearings promptly and issue his findings and recommendations in writing. The decision of the arbitrator shall be binding on all parties. The total costs for the services of the arbitrator, including per diem expenses and necessary travel and subsistence expenses, shall be borne equally by both parties.

C. Appearance and Representation

- 1. 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.
- 2. If the grievance arises from an action of authority higher than the principal of a school, the grievant may present such grievance at Level Two of this procedure.

3. Once a grievant has designated a representative, such representative shall receive copies of all communications with the grievant.
4. Except for the first informal step, the grievant must appear on his/her own behalf and may also request representation at any or all levels of the grievance procedure.
5. The lodging of a grievance by a member of the bargaining unit shall be the exclusive right of that employee. No employee organization shall have the right to appeal any action taken on the grievance of an individual employee.

D. Time Limits

1. Time limits provided in this Agreement may be extended by mutual consent when signed by both parties.
2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the grievant or the Association to lodge an appeal at the next step of this procedure.
3. Any grievance not advanced from one step to the next within the time limits of that step shall be deemed resolved by the Board's answer at the previous step.

EXHIBIT A
GRIEVANCE PROCEDURE FORM

Grievant: _____

Address: _____

_____ Phone: _____

Date Grievant Became Aware of Alleged
Grievance: _____

Date of Formal Filing: _____

Person or Persons to Whom Grievance is Directed:

Initiated on Level: _____

Statement of Grievance: _____

Remedy Sought: _____

GRIEVANCE DECISIONS

Level I, II, or III Decision:

Date: _____

Signature: _____
Administrative Representative

ARTICLE 8 – INFORMATION BOOKLET

- A. All current information relative to relations among the Board, the administration, and certificated personnel as well as any changes in Board Policy shall be sent through an all staff email and placed online on the District Website.
- B. Contents will include, but not be limited to:
 - 1. Board policies and regulations pertaining to certificated personnel.
 - 2. Evaluation policy.
 - 3. Method of posting and filling teacher vacancies.
 - 4. Current school calendar.

ARTICLE 9 - INSURANCES

In order to be eligible for insurance, an employee must be contracted for at least 30 hours per week. Anyone newly hired after July 1, 1986, who has less than twenty-seven and one-half (27 1/2) hours per week of pupil contact time, shall have the insurance premiums paid by the Board on a pro-rated basis of percent of time worked. However, anyone hired on or after July 1, 2011 must have the required 30 hours to participate in the insurance programs.

Employees may not be paid cash in lieu of insurance benefits.

Coverage Overview: See Plan Booklet for more detailed coverage information

Medical

- A. Beginning July 1, 2013 the Board will pay 89% of the premium and the employee will pay 11% for full-time employees.

Beginning July 1, 2014 the Board will pay 88% of the premium and the employee will pay 12% for full-time employees.

Beginning July 1, 2015 the Board will pay 87% of the premium and the employee will pay 13% for full-time employees.

B. Stark County Schools Council

The Board of Education may fully meet its obligations to provide health care benefits and services under this collective bargaining agreement by participating in the health benefits program of the Stark County Schools Council (COG). The Board shall provide health, dental and life insurance through the COG. The coverage shall be the standardized COG specifications

C. Preferred Provider - Doctors/Hospitals

1. The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services shall be provided through the Stark County Council of Governments (COG) Health Insurance Program. Anyone, as of August 1, 2009, who has the traditional Mutual Health Program instead of the PPO, may continue such participation.
2. The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be mutually determined by the representative of the COG and the Stark County OEA office representative.

D. Preferred Provider - Prescription Drugs

The Board shall provide, through the Stark County Council of Governments, a preferred provider drug program that, if the employee chooses to utilize, will include the following:

1. The program will be available to employees and their dependents who have "primary" coverage under the District's insurance.
2. The employee will pay the 20% co-payment to the provider and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee's 20% co-payment.
3. The deductible will be waived.
4. The list of covered expenses shall be agreed upon by the COG and the Stark County OEA office representative.
5. Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provisions to apply.

6. Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

E. Well Baby Care: \$1,000

F. Diabetic Management Program: will be part of all PPO programs

G. Early Retirement Incentive

Health Insurance benefits shall be provided to employees who participate in an ERI for the period between the effective ERI date and the retirement insurance eligibility date with STRS providing the participant pays 100% of the Board cost one (1) month in advance.

H. Specifications - PPO:

Maximum Benefits	Unlimited
Deductible	\$100/ individual \$200/family
Accumulation Period	Calendar Year
Co-Insurance Provision	In-System: 90% by the insurance carrier and 10% by the patient up to a yearly maximum out-of-pocket of \$500 per individual or \$1,000 for two or more family members. After the out-of-pocket has been met by the employee, 100% of eligible charges will be paid. Out-of-System: 80% by the insurance carrier and 20% by the patient up to a yearly maximum out-of-pocket of \$1,000 per individual or \$2,000 for two or more family members.

Preventative - Routine Pap test mammogram, and prostate cancer test once per year shall be a covered expense (unless found by a physician to be necessary more often).

Routine Colonoscopy - shall be covered under the terms contained in the benefit booklet

2) Deductible-Ind.	\$25 per year
3) Deductible-Family	\$75 per year
4) Co-insurance Amounts	
a) Class I - Prevention	100% of Usual & Customary (no deductible)
b) Class II - Basic	80% of Usual & Customary
c) Class III - Major	80% of Usual & Customary
d) Class IV - Orthodontia	60% of Usual & Customary
Lifetime maximum Orthodontia	\$1200/per individual

Section 125-Tax Shelter

Tax sheltering of the individual's contribution for health costs, unreimbursed medical expenses and dependent coverage will be provided, under IRS Section 125.

ARTICLE 10 - JUST CAUSE

- A. No teacher will be disciplined, reprimanded, non-renewed or terminated without just cause. A teacher shall not be afforded the protections of this section until he/she has completed five years of employment in the district and been renewed for the succeeding school year.
- B. Nothing in this Article shall deny a teacher any of the rights and/or remedies available under ORC 3319.11 or 3319.111 regarding the Board's duty to give notification to the teacher on or before the first day of June.
- C. The Board shall follow ORC 3319.08 and ORC 3319.11 regarding the granting of continuing contracts.

D. Disciplinary Actions

1. The Board shall attempt to utilize lesser disciplinary sanctions prior to suspension or termination, except in cases of serious misconduct or where health or safety is involved.
2. Letters of reprimand may be issued to staff members for lesser infractions which, in the judgment of the responsible administrator, do not warrant a suspension without pay.
3. A member of the bargaining unit may be suspended from his/her duties without pay (but continuing other benefits) for a maximum of three (3) days per school year, upon a determination by the Superintendent that the conduct of the teacher is detrimental to the goals and objectives of the school district. No suspension shall be imposed until the teacher has had an opportunity to appear before a responsible administrator to explain his or her actions. Such suspension(s) shall not be grieved under Article 7. The employee shall, upon request, be provided written reasons for the suspension(s). Nothing herein shall preclude the board of education from acting to non-renew or terminate any employment contract as permitted by the applicable laws and by this Agreement.

ARTICLE 11 – LABOR / MANAGEMENT COMMITTEE

A committee composed of three (3) representatives of the ECEA and three (3) representatives of the administration shall meet on the request of either party.

ARTICLE 12 - LEAVES

A. Assault Leave

If any member of the bargaining unit is assaulted while performing in the confines of his/her employment, assignments or duties, the Board shall grant a leave of absence for a period so designated by the employee's physician. The Board has the right to request a second opinion by a physician agreed upon by both parties if the employee has not returned to work by the end of sixty (60) days.

B. Child Care Leave

An employee shall be granted upon request a Child Care leave of absence without pay or benefits on the conditions set below:

1. The employee shall request such leave in writing at least thirty (30) calendar days prior to the date of its intended commencement.
2. The leave of absence shall for the balance of the school year in which the birth of a child is expected, unless such leave is terminated earlier by mutual consent of both parties as hereinafter provided.
3. Subsequent to the termination of Child Care leave, application for reinstatement may be made by the employee at any time during the school year and the employee may be reinstated by mutual agreement. In any case, the teacher will be reinstated no later than the beginning of the next succeeding school year unless the leave is extended in accordance with paragraph four (4). In such instances, the employee should file with the Superintendent a letter of intent, along with the original request, indicating the date of termination of the leave, such date to coincide with the beginning of a grading period.
4. The Child Care leave of absence shall be extended for one (1) additional school year upon request of the employee to the Board, such request to be made not later than April 10th preceding the school year for which such leave is requested.
5. A teacher, while on Child Care leave of absence, shall notify the Superintendent by April 1st of his/her intention to return or not to return at the expiration of the leave of absence.
6. Upon return to service at the expiration of such leave, the employee shall resume the contract status which was held prior to such leave.
7. Where the group insurance policy permits, an employee on Child Care leave may continue to participate in those benefits which are provided to other teachers, if payment is made in advance by the teacher to the Board at the group rate for such benefits.
8. The same provisions for Child Care leave may be granted to employees who adopt a child.

C. Family Medical Leave

1. If an employee takes a leave granted under this Article for a reason covered by the Family and Medical Leave Act, the leave shall be administered under the provisions of the FMLA and the approval of any such leave under this Article will serve as district notification of FMLA act enforcement with both leaves commencing simultaneously.
2. Upon approval of the Superintendent and Association President, this Section may be modified as necessary to comply with federal law and rules and regulations.
3. The Board shall provide a copy of the policy on FMLA in the library of each building.

D. Personal Leave

1. The Osnaburg Local Board of Education realizes that there are times when an employee must fulfill an obligation on a specific date which cannot be controlled by the employee and for which there is no provision under sick leave. Three (3) personal leave days shall be granted by the Board through the local Superintendent to all eligible employees.

2. General Provisions

Emergency/personal leave will not be granted the day before nor the day following regularly scheduled recesses or holidays - except if in the opinion of the local Superintendent it deserves consideration

3. Procedures

Personal Leave shall be submitted through the superintendent with 5 school days prior notice being required, except for emergency requests. Emergency requests must be made to the immediate supervisor in person or by phone. Aesop requests for emergency personal leave will not be approved.

E. Sick Leave

1. Each member of the bargaining unit 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-quarter (1¼) sick

leave days per month, as authorized by ORC 3319.141. Sick leave days shall be credited in each month on a pro-rata basis related to days employed in the district.

2. Each employee possessing unused sick leave shall be entitled to consume any or all cumulative portions from the preceding years, which together with that allowance for the current contract year shall not exceed a total of 320 days.
3. Employees may use sick leave for absence due to illness, injuries, exposure to contagious disease, pregnancy and illness or death in the employee's immediate family. If medical attention is required, the employee's statement shall list the name and address of the attending physician and the dates when he/she was consulted (ORC 3319.141)
4. In granting sick leave for absence due to illness, injury or death in the employee's immediate family, the immediate family is defined as:
 - a. Any member of the employee's household
 - b. Spouse, children, parent, brother or sister
 - c. Person for whom the employee takes the major responsibility for care and aid.
5. For every fifteen (15) days that has accumulated at the time of retirement above the maximum accumulation, one day of severance pay will be added to the total severance pay credited. Any days accumulated under this section prior to that date shall be credited to the teacher at the time of retirement in addition to the severance provided under Article 21.

ARTICLE 13 - LENGTH OF SCHOOL YEAR

- A. Should the Board increase the length of a school year beyond 184 work days, any affected members of the bargaining unit will receive compensation for each day worked beyond 184 equal to the member's annual salary as indicated in Article 21 (exclusive of any supplemental contracts) of this Agreement divided by 184.

The school day shall be 7.5 hours, totaling 37.5 hours per week. Employees working less than this will be compensated on a percentage of the time worked.

- B. If it becomes necessary to make up days due to losing an unusual number of days because of weather conditions, etc., the Board will make every effort to schedule these make-up days prior to the last day of the school year for teachers as indicated on the official school calendar.
- C. The district may use one teacher work day for professional development. The work day shall be mutually agreed upon by the ECEA President and the Superintendent.
- D. In the event a teacher is required to work at least 7.5 hours the superintendent may grant either an additional personal day or compensation at the daily rate.

ARTICLE 14

LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (LPDC)

- A. Name, Scope, and Number of Committees

The Osnaburg Local School District Local Professional Development Committee (LPDC) is hereby established as the name of the entity required by Senate Bill 230. This committee shall serve the licensed staff, administrators and teachers of the Osnaburg Local School District and shall be the only committee of its type authorized to operate on behalf of the Osnaburg Local School District.

- B. Aims and Purposes

The duties of the LPDC shall be strictly limited to the review and approval of professional development plans for recertification and licensure as specified in Ohio Law governing such committees, and to the adoption and amendment of its bylaws. The LPDC shall adopt bylaws governing its operation. Such policies must be adopted by the LPDC prior to any action related to recertification or licensure.

The LPDC shall have no duties other than those explicitly stated herein. In the exercise of such duties, actions of the LPDC shall be limited in scope by and must be consistent with the adopted policies of the Board. Only those educators who are renewing a certificate or

license shall be required to submit an Individual Professional Development Plan (IPDP).

No action of the LPDC shall bind the Board in any manner that may be contrary to any provision of the Negotiated Agreement, this policy, other Board policy, or any law or regulation governing the operation of local school districts. No action of the LPDC shall bind the Board in any manner that may affect bargainable terms and conditions of employment. No action of the LPDC shall bind the Board or the Association in any manner that may be construed as requiring the expenditure of any funds without the express approval of the Board.

The LPDC shall report on its actions in a prompt and timely manner to the Board.

C. Membership, Qualifications, Training, Compensation

1. The Osnaburg Local School District LPDC shall consist of five (5) members. Three of the members shall be non-administrative personnel appointed by the Association President. One member will come from the kindergarten - grade five personnel, one from the grade six - grade eight personnel, and one from the grade nine - twelve personnel. In addition, there shall be a trained alternate for each of the non-administrative members from each of the grade level representations. The remaining two members shall be administrative personnel appointed by the Superintendent.

Any LPDC member whose IPDP is being considered for renewal will not vote on his/her own proposal. The alternate LPDC member will be asked to vote on the plan.

For review of an administrative certificate or license, the teacher representative from the building of the administrator will withdraw from the committee and will be replaced by an administrator appointed by the Superintendent. If the administrator whose certificate or license is being reviewed serves on the LPDC committee, he/she will also withdraw from the committee and be replaced by an appointee of the Superintendent.

Each of the LPDC members and the alternates shall participate in professional development designed to prepare them for their roles as members of the LPDC. The training shall include information about Senate Bill 230 requirements, a bylaws review, and Individual Professional Development Plan (IPDP) guidelines.

If necessary, the Superintendent will determine release time days and/or amount of compensation time for both training and meetings for reviews.

Members of the LPDC committee shall be compensated at the rate of \$20 per hour. The Chairperson shall be compensated at the rate of \$22 per hour.

2. Committee vacancies among non-administrative members shall be replaced by their respective alternate. A new alternate will be appointed by the Association President. The Superintendent will appoint administrative member replacements.

Committee members who discover they are unable to fulfill their role as an active member of the committee may withdraw simply by notifying the chair in writing. No reasons need be given.

D. Roles and Terms of Office

The OLSD LPDC shall consist of the following roles and corresponding terms of office:

Chairperson: The Chairperson shall be elected by a majority vote, conducted via written ballot by the LPDC members following the LPDC training. Anyone interested in serving as Chairperson may self-nominate. The Chairperson will be elected for a one year term. The term shall run from August 1st to July 31st.

Recorder: The Recorder shall be elected by a majority vote, conducted via written ballot by the LPDC members following the LPDC training. Anyone interested in serving as Recorder may self-nominate. The Recorder will be elected for a one-year term. The term shall run from August 1 to July 31.

The non-administrative members of the committee shall serve staggered three-year terms. A term shall go from August 1st to July 31st, with no more than half of the members new to the committee at any one time. Initially, the grades 6-8 representative will serve one year; the K-5 representative will serve two years; and the grades 9-12 representative will serve three years.

E. Duties

The duties of the Chairperson, Recorder and other committee members shall be as follows:

The Chairperson shall:

- a. preside at all LPDC meetings;
- b. call all meetings and set agendas in collaboration with the membership (send agendas to LPDC members at least one day in advance of meeting);
- c. ensure adherence to the LPDC review processes and procedures;
- d. serve as appeals process contact and liaison;
- e. report to the Association President and Superintendent any concerns regarding committee members fulfilling their responsibility.

The Recorder shall:

- a. keep accurate minutes of all LPDC meetings;
- b. send minutes of meetings to LPDC members within three days of each meeting;
- c. serve as staff communication liaison;
- d. be responsible for all necessary correspondence;
- e. keep membership records and directory info up to date and keep a mailing list of all members including names, addresses, and telephone numbers;
- f. maintain a notebook or easily accessible electronic record of all committee activities.

The Committee shall:

- a. elect one of their members by voice vote to act in the absence of the chair;
- b. serve as staff information contact person
- c. serve as reviewer of OLSD employees' IPDPs for certification/renewal;
- d. suggest necessary professional growth needs for LPDC.

F. IPDP Submission, Decision-Making & Appeals Process

1. All IPDPs will be submitted by September 15 annually or by May 30 for staff in the first year of their license. Notification of committee action on IPDPs shall occur by October 15 annually

and monthly for revision. A checklist/rubric will be used to monitor the progress of all submitted IPDPs from submission to pre-approval to implementation to completion. Any decision to approve a submitted IPDP for certification/license renewal purposes must receive four out of five votes of the full committee.

Employees up for renewal will be provided a copy of the approval guidelines/criteria prior to development and submission of their IPDP for review. If the IPDP is rejected, the individual shall be given a copy of the same guidelines/criteria sheet with reasons for rejection clearly marked. Educators whose plans have been rejected must submit a revised plan, or secure more detailed supportive materials to substantiate the legitimacy of their original plan, within ten (10) working days of the initial rejection notification. The LPDC will again review the plan. If the plan is rejected, the educator has recourse through the appeals process.

2. In the appeals process a group of three certified personnel (from a similar or related discipline) will be asked to review the employee's IPDP plan. Personnel will be selected from employees who have volunteered to be a member of the appeals process committee.

G. Accepting Plans From Other Districts

Within 30 days of employment, the new employee will submit his/her IPDP to the LPDC for review. Hours already accumulated under a district-approved IPDP will be honored. The remainder of the IPDP will be reviewed and rated "acceptable" or "in need of revision according to the LPDC guidelines".

H. Amending the ByLaws

1. The committee shall meet annually to review and approve the bylaws. Any changes must then be approved by both the Superintendent and the President of the Association.
2. Amendments shall be voted on via roll call vote. A simple majority of members present and voting will prevail.

ARTICLE 15 - PAYROLL DEDUCTIONS

In addition to any payroll deductions required by law, certificated staff may apply for the following deductions:

- A. United Fund pledges
- B. Stark County Employees' Credit Union
- C. Tax sheltered annuity program -

The Board shall make payroll deductions for tax-sheltered annuities in accordance with O.R.C. sections 9.90 and 9.91 if so authorized by the employee in writing. If annuity deductions are authorized, the employee shall have the sole responsibility for ensuring that the amounts deducted do not exceed the limits imposed by the Internal Revenue Code.

In order to have payroll deduction of annuities, the bargaining unit member must execute a release which holds the Board harmless for any and all errors arising out of such annuity deductions which are made in accordance with instructions given by the member.

- D. Payroll deductions of all Association dues shall be deducted equally for twenty (20) consecutive pay periods commencing with the first pay period in October. The names of staff members and the amount to be deducted from each must be turned into the office of the Treasurer no later than September 20th of any contract year. No names shall be accepted for payroll deduction of Association dues after this date. The Treasurer shall follow current procedures in the disbursement of these dues.
- E. Amount of accumulated sick leave to-date shall be reflected on the pay stub.
- F. Any member of the bargaining unit who desires payroll deduction for the purchasing of credit for STRS must do so with pre-tax dollars in accordance with rules and regulations established by the STRS.

ARTICLE 16 - PRINTING OF CONTRACT

At the conclusion of negotiations, the contract between the parties shall be reduced to writing and reproduced by the Board for distribution to every member of the bargaining unit and the Board of Education. The

ECEA and the Board shall each receive ten (10) additional copies of the contract. Cost of reproduction shall be borne by the Board.

ARTICLE 17 - PROGRAMS AND CURRICULUM

Changes in the curriculum program shall be initiated in sufficient time prior to implementation, so as to allow for involvement of those affected, unless otherwise mutually agreed upon.

ARTICLE 18 - REDUCTION IN FORCE

- A. The Board may institute a reduction in force (RIF) for decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, or by reason of suspension of schools or territorial changes affecting the district, financial reasons, staff reorganization, or curriculum changes.

The RIF will be applied to the entire position held by an individual at the time of the RIF, although the Board may thereafter recall any individual to part of the position previously held (that is, less than full-time) or to part of some other vacant position for which the individual is certificated. However, any individual recalled to a part-time position shall remain on the recall list for a full-time position.

- B. The definition of “decrease in enrollment” contained in ORC 3319.17 and referenced in this article shall be defined as follows:
 - 1. For the 2013-2014 school year, the decline in enrollment will be the difference between the enrollment in 2012-2013 and that during the 2007-2008 school year (using EMIS student enrollment period K):

2007-2008 Enrollment	907	
2008-2009 Enrollment	945	
2009-2010 Enrollment	938	
2010-2011 Enrollment	930	
2011-2012 Enrollment	900	
2012-2013 Enrollment	876	907 – 876 = 31

2. The number of individuals exposed to RIF will be $31 \div 25 = 1.24$ for the 2013-2014 year.
 3. The 1.24 will be adjusted each of the following years by dividing the current enrollment change by 25 and either increasing or decreasing depending on each year's enrollment change.
 4. The 1.24 will also be decreased by the number of any reduction in force that actually occur each year.
- C. The Superintendent is authorized to make the staff adjustments in the areas in which he/she deems best for the programs of the Osnaburg Local School District using the layoff procedures contained in this Article.
- D. The Superintendent will not use the RIF in a punitive manner.
- E. The Superintendent shall announce when a RIF is necessary and seniority (if used) and certification on file in the central office on the date the RIF is announced, shall be the basis for suspending contracts as stated below:
- Seniority shall be defined as length of continuous service from the date of employment in a bargaining unit of certificated teaching personnel represented by the Association. An approved leave of absence to a bargaining unit member shall not constitute a break in seniority; however, the period of such approved leave of absence shall not be counted when determining seniority. Should a tie occur in determining seniority, the tie shall be broken by the date of official Board action taken with respect to employment and then by the actual days worked including professional leave days.
- F. A bargaining unit member who leaves the bargaining unit at any time during a school year to accept a non-bargaining unit administrative position within the school district, and who returns to the bargaining unit by agreement or by operation of law during the succeeding school year, shall not suffer a break in seniority under this Article.
- G. A bargaining unit member, who leaves the bargaining unit to accept a non-bargaining unit, non-administrative position, shall be deemed to have a break in seniority under this Article.
- H. The following conditions and procedures shall apply to any person employed in an administrative or non-bargaining unit position

(generally referred to herein as "Employee") and who is to enter the bargaining unit by agreement or by operation of law:

1. Under no circumstances, including the operation of paragraph D above, shall the employee have the right to displace any actively employed bargaining unit member upon entry into the bargaining unit.
 2. If the employee was a member of the bargaining unit prior to accepting the administrative or non-bargaining unit position, the employee shall have no rights or entitlements to any specific bargaining unit position which he/she held prior to accepting the administrative or non-bargaining unit position.
 3. If at the time the employee proposes to enter the bargaining unit, a vacancy exists which has not been filled in accordance with this Agreement, the employee may be offered that vacant position if the employee is properly certificated and qualified for the position.
 4. If the employee was a member of the bargaining unit within the last five (5) years, the employee, if properly certificated, may displace a substitute teacher who is filling a vacancy that exists due to an approved leave of absence. Upon return to duty of the teacher on the approved leave of absence, the employee shall be subject to the other provisions of this paragraph.
 5. If no vacant position exists to which the employee may be assigned, or if the employee does not fill a position under subparagraph 4 herein, the employee shall be placed on the reduction-in-force list under this Article if he/she had a designation of Accomplished, Proficient, or Developing prior to leaving the bargaining unit. The employee shall be placed on the reduction-in-force list in accordance with his or her seniority as determined under paragraph F of this Article. Except as otherwise provided herein, the employee shall be recalled from the reduction-in-force list in accordance with paragraph H of this Article.
- I. It is the individual's responsibility to see that all of his/her certificates are in his/her personnel file in the central office.
 - J. When RIF becomes necessary, displacement ("bumping") shall occur as follows:

1. Non-tenured individuals holding temporary certification will be the first ones suspended.
 2. Fully certificated limited contract individuals shall be the next ones suspended.
 3. Continuing contract individuals shall be the last persons suspended.
 4. Within each items (a) through (c) reductions shall be made so that the individuals in those areas having the least seniority will be the first to be suspended.
- K. An individual whose job is to be eliminated shall be notified by certified mail and/or receipted methods.
- L. The Superintendent or his/her designee shall provide the Association President with a "seniority list" prior to the implementation of a reduction in force. This list shall be prepared in the following manner
- All individuals shall be listed by:
1. Contract status (i.e., limited or continuing)
 3. Years of experience (seniority) in the Osnaburg Local School District
 4. All areas of certification on file with the district
 5. From the least senior to the most senior in all certificated areas
- M. 1. An individual whose name appears on the RIF list shall be offered re-employment when a position becomes available for which he or she is certified. Such individuals shall be recalled in descending order of seniority with continuing contract individuals being called first followed by fully certificated limited contract individuals.
2. No new individuals shall be employed by the Board while there are continuing and limited contract individuals on the RIF list who are certificated for any opening of a teaching position. Nothing herein shall prevent the Board from reassigning existing staff to the subject areas of individuals on the recall list.

- N. Individuals being recalled shall be notified by certified mail and shall have ten (10) calendar days from the date of receipt to respond affirmatively in writing. It shall be the individual's responsibility to make appropriate arrangements for forwarding or receipt of mail if he/she will be away from his/her address for more than five (5) calendar days.
- O. If the individual fails to respond in writing in the affirmative upon recall, he/she shall be removed from the recall list, and the Board of Education shall have no further obligations to him/her.
- P. The recall list shall be maintained for two (2) years from the date the employee become employed.
- Q. Individuals on the recall list may continue to participate in the insurance programs upon payment to the Treasurer of the monthly premiums thirty (30) days in advance of the Board's premium due date(s).
- R. Students attending the Osnaburg Local Schools under the State's open enrollment law shall not be used in determining the ADM under this Article.
- S. The language in Article 18 J, L4 and M1 shall expire in entirety June 30, 2016.

ARTICLE 19 - REHIRING / HIRING RETIRED INDIVIDUALS

The Board may, in its sole discretion, choose to hire/rehire individuals who have retired with any public retirement system. If such individual is hired/rehired, the following terms and conditions shall govern:

- 1. The individual shall be issued a one year limited contract, which shall automatically expire, and as a condition of employment, the employee waives his/her right to a continuing contract under Ohio law.
- 2. The employee must waive any rights he/she may have or accrue under 3319.11 ORC, 3319.111 ORC, 3319.17 ORC.
- 3. The employee agrees that the Board, at its sole discretion, may offer insurance benefits, except that dental insurance shall be offered if none is available through another plan.

4. The employee waives any rights he/she may have or accrue to severance pay either under Ohio law or board policy.
5. The employee waives any rights he/she may have or accrue to any type of retirement incentive program.
6. The employee agrees to be placed on the salary schedule at a step and column as if he/she was a new hire to the district, ie. five years experience and five military to a maximum of ten.
7. The following articles of the collective bargaining agreement shall not be applicable to individuals hired/rehired under this Article:
 - Article 3 (A) - Contracts
 - Article 9 - Insurance (unless otherwise modified by #3)
 - Article 10 - Just Cause
 - Article 18 - Reduction in Force
 - Article 21 - Salary
 - Article 22 - Severance Pay
8. The maximum number of retirees that may be hired under the provisions of this Article shall not exceed six (6%) percent of the bargaining unit.

ARTICLE 20 - RIGHTS

- A. Certificated personnel shall have the right, freely and without penalty or reprisal, to join or to assist the Association, or to refuse to join or assist the Association in its operation.
- B. It is recognized and agreed that under the laws of the State of Ohio, the sole authority to establish policies for the operation of the Osnaburg Local Schools lies with the Board of Education. The Board has the final authority to administer its schools, except where expressly and specifically limited or restricted by the terms of this Agreement.

The terms of this Agreement and the procedures established therein, shall not prevent, nor shall be construed to prevent, the Board from performing its obligations within such time and in such manner as may be required by law.

The Association agrees that all of the functions, rights, powers, responsibilities and authority of the Board and the administration in

regard to the operation of its work and business and the direction of its work force which has not been specifically abridged, deleted, granted or modified by the express written provisions of this Agreement are, and shall remain, exclusively those of the Board.

- C. Representatives of the Board and the ECEA shall participate in negotiations freely without fear of penalty, sanction, reprisal or recrimination. No penalty or sanction, nor threat nor implication thereof, shall attach to negotiation; provided, however, that any provisions of this document shall not be construed so as to authorize, condone, excuse or protect any conduct which is in violation of the laws of the State of Ohio.

ARTICLE 21 – SALARY

- A. 2013-2014
Base: 0% increase
Return to authorized step
Horizontal movement for education

2014-2015
Base: 0% increase
Movement on index
Horizontal movement for education

2015-2016
Base: 0% increase
Movement on index
Horizontal movement for education

The Board shall place an operating levy for additional revenue in the fall of 2013.

C. SALARY SCHEDULE 2013-2014 0.00%

	B.A	+135	+150	M.A.	M.A. + 15	M.A. + 30
STEP	29,913					
0	29,913	30,810	31,857	33,203	34,400	35,596
	1.00	1.03	1.065	1.11	1.15	1.19
1	31,110	32,156	33,203	34,699	35,896	37,092
	1.04	1.075	1.11	1.16	1.2	1.24
2	32,306	33,503	34,550	36,195	37,391	38,588
	1.08	1.12	1.155	1.21	1.25	1.29
3	33,503	34,849	35,896	37,690	38,887	40,083
	1.12	1.165	1.2	1.26	1.3	1.34
4	34,699	36,195	37,242	39,186	40,383	41,579
	1.16	1.21	1.245	1.31	1.35	1.39
5	35,896	37,541	38,588	40,682	41,878	43,075
	1.2	1.255	1.29	1.36	1.4	1.44
6	37,092	38,887	40,083	42,177	43,673	44,870
	1.24	1.3	1.34	1.41	1.46	1.5
7	38,588	40,383	42,177	43,972	45,468	46,664
	1.29	1.35	1.41	1.47	1.52	1.56
8	40,083	41,878	43,673	45,767	47,263	48,459
	1.34	1.4	1.46	1.53	1.58	1.62
9	41,579	43,374	45,169	48,160	49,057	50,254
	1.39	1.45	1.51	1.61	1.64	1.68
10	43,075	44,870	46,664	49,955	51,450	52,049
	1.44	1.5	1.56	1.67	1.72	1.74
11	44,570	46,365	48,160	51,749	53,245	53,843
	1.49	1.55	1.61	1.73	1.78	1.8
12	46,365	48,160	49,955	53,843	55,339	55,937
	1.55	1.61	1.67	1.8	1.85	1.87
15	47,562	49,356	51,151	55,040	56,536	57,732
	1.59	1.65	1.71	1.84	1.89	1.93
20	48,758	51,151	52,348	56,236	57,732	58,929
	1.63	1.71	1.75	1.88	1.93	1.97
25	49,955	52,348	53,544	57,433	58,929	60,125
	1.67	1.75	1.79	1.92	1.97	2.01
Longevity 25	50,455	52,848	54,044	57,933	59,429	60,625
26	51,151	53,544	54,741	58,629	60,125	61,322
	1.71	1.79	1.83	1.96	2.01	2.05
Longevity 27	51,651	54,044	55,241	59,129	60,625	61,822
Longevity 28	52,151	54,544	55,741	59,629	61,125	62,322
Longevity 29	52,651	55,044	56,241	60,129	61,625	62,822
Longevity 30	53,151	54,544	56,741	60,629	62,125	63,322
Longevity 31	53,651	56,044	57,241	61,129	62,625	63,822
Longevity 32	54,151	56,544	57,741	61,629	63,125	64,322
Longevity 33	54,651	57,044	58,241	62,129	63,625	64,822
Longevity 34	55,151	57,544	58,741	62,629	64,125	65,322

B. Tutor Salary Schedule

The tutor's salary schedule shall be no less than \$21.58 for 2013-2016.

Tutors will be paid when a student is absent for up to five (5) consecutive days. Tutors will account on time sheets for student absence.

Tutors paid from the general fund, classified as L.D. tutors, will be paid an additional ten percent (10%) of the direct service hours to compensate for all indirect services. Indirect services may include, but are not limited to, inservice, development of I.E.P.'s, and conferencing.

It is the intent of the parties that the number of hours of indirect services required will not exceed ten percent (10%) of direct service hours on an annual basis.

Direct plus indirect hours will not exceed thirty-seven and one-half (37 1/2) hours per week.

C. Supplemental Salary Schedule

<u>Position</u>	<u>Percentage of BA Base</u>			
	<u>Yr. 1</u>	<u>Yr. 2</u>	<u>Yr. 3</u>	<u>Yr. 5</u>
Football:				
Head	.18	.19	.20	.21
Assistant Varsity	.105	.115	.125	.135
Asst. Freshman (7-8-9)	.065	.075	.085	.095
Basketball:				
Head	.18	.19	.20	.21
Varsity Asst./Reserve	.105	.115	.125	.135
Asst. (7-8-9)	.065	.075	.085	.095
Track:				
Head				
(Boys and Girls Combined)	.15	.16	.17	.18
Assistants (3)	.065	.075	.085	.095
Head	.105	.115	.125	.135
Assistant	.065	.075	.085	.095
Assistant (7-8-9)	.06	.07	.08	.09

<u>Position</u>	<u>Yr. 1</u>	<u>Yr. 2</u>	<u>Yr. 3</u>	<u>Yr. 5</u>
Baseball:				
Head	.105	.115	.125	.135
Assistant	.065	.075	.085	.095
Softball:				
Head	.105	.115	.125	.135
Assistant	.065	.075	.085	.095
Golf:				
Head	.095	.105	.115	.125
(Boys and Girls Combined)	.095	.105	.115	.125
Cross Country:				
Head	.105	.115	.125	.135
Assist (7-8-9)	.06	.07	.08	.09
Girls Volleyball:				
Head	.105	.115	.125	.135
Assistant	.065	.075	.085	.095
Volleyball (7-8-9)	.06	.07	.08	.09
Intramural Volleyball	.025	.035	.045	.055
Intramural Basketball	.025	.035	.045	.055
Annual Advisor	.045	.055	.065	.075
Middle School Yearbook	.02	.03	.04	.05
National Honor Society	.015	.025	.035	.045
Newspaper Advisor	.035	.045	.055	.065
Speech/Debate	.05	.06	.07	.08
Academic Challenge	.03	.04	.05	.06
Dramatics				
Plays	.04	.05	.06	.07
Musicals	.04	.05	.06	.07
** Senior Class Sponsor	.01375	.0225	.03125	.04
Junior Class Sponsor	.02	.03	.04	.05

<u>Position</u>	<u>Yr. 1</u>	<u>Yr. 2</u>	<u>Yr. 3</u>	<u>Yr. 5</u>
** Soph. Class Sponsor	.0075	.015	.0225	.03
** Freshmen Class Sponsor	.0075	.015	.0225	.03
Student Council Advisor	.03	.04	.05	.06
Cheerleader Advisors:				
High School	.10	.11	.12	.13
Jr. High School	.05	.06	.07	.08
Freshman	.0325	.0425	.0525	.0625
News Release Coordinator	.02	.03	.04	.05
Athletic Director	.20	.21	.22	.23
On Site Manager	.105	.115	.112	.135
A.V. Coordinator	.05	.06	.07	.08
Elementary Musicals (includes minimum of two (2) musicals a year)	.04	.05	.06	.07
Band Director (for activities over and beyond regular classroom time)	.18	.19	.20	.21
Assistant Marching Band Director	.055	.065	.075	.085
Band - Section Instructors	.00875	.0145	.02	.0275
Choral Director	.08	.09	.10	.105
Mentor (PRAXIS Coach)	.03	.035	.04	.045
Lead Mentor	.03	.035	.04	.045
Mentor Peer Coach	.01	.015	.02	.025
Mentor Committee Member (maximum of 3)	.005	.0075	.01	.015

<u>Position</u>	<u>Yr. 1</u>	<u>Yr. 2</u>	<u>Yr. 3</u>	<u>Yr. 5</u>
Chess Club	.02	.03	.04	.05
Bowling:				
Head	.105	.115	.125	.135
Assistant	.05	.06	.07	.08
Indoor Track (CoEd)	.105	.115	.125	.135
Assistant	.05	.06	.07	.08

Any bargaining unit member currently in the supplemental position of Choral Director shall receive compensation based on training and experience.

Conditions for Implementation of Supplemental Salary Schedule

1. A person shall be placed on an appropriate step of the supplemental salary schedule based on the number of years that a person has held a specific position within the Osnaburg Local School District; i.e., Step 1 = 0 years, Step 2 = 1 year, Step 3 = 2, Step 5 = 4 or more years.
2. A person may relinquish a position without forfeiting his/her previous experience. However, the individual must have maintained continuous employment with the district in order to be given credit for prior experience when rehired for the Supplemental.
3. A person may change positions within in a given classification without forfeiting years of experience; e.g., an Assistant Football Coach at Step 3 would remain at Step 3 the following year if he were moved to the Head Football Coach position.
4. The decision whether or not to fill any position on the schedule is entirely at the Board's discretion.
5. A position split between two people will be mutually agreed to by the two individuals filling that position and the administration. Each individual will be paid one-half of the percentage of the BA base according to the individual's experience step placement on the supplemental salary schedule.
6. Clarification of Dramatics position: Plays, musicals - The percentage of the BA base shall be paid for each production. Maximum of two productions during the school year.

7. The Superintendent may approve additional compensation as a percent of the approved supplemental salary schedule for individuals who work extended seasons or beyond contract expectations.

Persons employed for the positions listed above shall be paid the salary indicated for the position.

**These supplemental contracts will be filled in the following order:

1. Fill inside with certificated staff, first.
2. Fill inside with classified staff, second.
3. If unable to fill this position by inside personnel, the job will be vacant for that year. This job will not be filled by non-school personnel.

ARTICLE 22 - SEVERANCE PAY

- A. Personnel who elect to retire from service in the Osnaburg Local Schools, who have at the minimum ten years of service as employees of the State of Ohio or any of its political subdivisions, and who have been accepted for retirement by one of the state employees' retirement systems, shall receive at the time of their retirement a one lump-sum payment amounting to twenty-five (25) percent of their accumulated sick leave days up to a maximum of seventy (70) days. Such earnings are to be figured at the per diem rate (exclusive of supplementary pay) of the employee at the time of retirement.
- B. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee. Such payment shall be made only once to any employee.

An employee who participates in the Ohio Deferred Compensation Program authorized under IRS Section 457 shall receive their severance payment within sixty days of their retirement date or official notification of retirement.

- C. Teachers are eligible for either severance pay provision in this Article if and only if they have been accepted in their retirement system and have been approved for retirement benefits.
- D. Members shall receive a \$15,000 retirement incentive only for the first time eligible. An irrevocable letter of resignation for retirement

must be submitted by March 31 of the year of retirement or 3 months prior to retirement date

The member must retire during or at the end of the year when first eligible. First time eligibility verification must be provided by the employee from STRS.

If an employee dies while still employed by the District but, at the time of death, was qualified under STRS guidelines for retirement, any severance pay due will be paid to the employee's estate.

ARTICLE 23 - STAMPS AND ENVELOPES

All paychecks shall be by direct deposit.

ARTICLE 24 – EVALUATION OF PERFORMANCE OF CERTIFICATED STAFF

The Board shall follow the provisions of Ohio law and ODE regulations regarding the Ohio Teacher Evaluation System. Board Policy regarding evaluation of performance of certificated staff has been adopted.

ARTICLE 25 - STRS PICK-UP WITH REDUCTION

In the event that Article 26 is not deleted, and the Pick-Up without Reduction continues, Article 25 will be deleted.

If Article 26 is deleted, the language in Article 25 shall be changed as follows:

The Board herewith agrees with the Association to pick-up (assume and pay) contributions to the State Teachers' Retirement System (STRS) on behalf of the individuals in the bargaining unit on the following terms and conditions:

1. The amount to be picked-up and paid on behalf of each individual for the employee's share shall be the employee's contribution. Picked-up contributions shall be included in earnings for retirement purposes for all certificated staff.
2. The pick-up percentage shall apply uniformly to all individuals in the bargaining unit.

3. No individual covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pickup.
4. The pick-up shall apply to all compensation including supplemental earnings.
5. For federal and state tax purposes, the W-2 form shall show the total amount of compensation reduced by the employee's contribution. For STRS purposes the total amount of compensation shall not be reduced.
6. STRS pick-up shall in no way affect unemployment compensation, sick leave, workers' compensation, severance pay, daily rate of pay or any other calculation based on the then currently effective salary base.

ARTICLE 26 - STRS PICK-UP
WITHOUT REDUCTION

In the event Ohio law prohibits continuation of the 10% STRS pick up of the employee's share, this Article shall be deleted and the base salary will be increased by 10%.

The Board herewith agrees with the Association to pick-up (assume and pay) contributions to the State Teachers' Retirement System (STRS) on behalf of the individuals in the bargaining unit on the following terms and conditions:

1. The amount to be picked-up and paid on behalf of each individual for the employee's share shall be ten percent (10%). Picked-up contributions shall be included in earnings for retirement purposes for all certificated staff.
2. The pick-up percentage shall apply uniformly to all individuals in the bargaining unit.
3. The Board shall pay the member and employer contributions on the picked-up amount.
4. The pick-up shall apply to all compensation including supplemental earnings.

ARTICLE 27 - TUITION-FREE ATTENDANCE

Children of members of the bargaining unit may attend the Osnaburg Local Schools' tuition free as long as the increase of students due to this clause does not necessitate the employment of additional staff at the elementary or secondary level at the time of initial enrollment in the district. Students will be accepted by using the earliest date of application.

Admission shall only be at the beginning of a school year.

ARTICLE 28 - TUTORS

A. The following Articles of this Contract shall not apply to tutors:

- Article 3 - Contracts
- Article 10 - Just Cause
- Article 13 - Length of School Year
- Article 18 - Reduction in Force
- Article 22 - Severance Pay
- Article 29 - Vacancies

B. Non-Renewal/Continuing Contract

Tutors shall be issued one year limited contracts. The evaluation/non-renewal provisions of Ohio Revised Code 3319.11 (G) (1) (2) (3) (4) (5) (6) (7) ORC, and 3319.111 (A) (B) (1) (2) (3) (C) shall not apply to tutors except that they must be notified of the non-renewal on or before April 30th and given the reasons in writing by the Superintendent.

Tutors shall not attain continuing contract in the district unless such status occurred on or before July 1, 1992.

C. The provisions of Ohio Revised Code 3319.17 shall not apply to tutors. However, if the Board of Education reduces the number of tutors, individuals holding continuing contracts shall be the last ones suspended in order of seniority.

D. Tutor hired for a non-tutor bargaining unit position.

If a tutor is subsequently hired to fill a non-tutor bargaining unit position, the individual will be given credit on the teachers' salary

schedule for any years of tutoring experience that consisted of at least one thousand (1,000) hours in any school year.

However, such prior service shall not count for years of service in attaining a continuing contract (if not already attained by January 1, 1992) or for seniority purposes under Article 18. Seniority under Article 18 shall begin to accrue upon transfer to the new position.

E. Pays

Tutors shall be paid in twenty (20) installments.

F. Calamity Days

Tutors shall be paid for calamity days in the same manner as other members of the bargaining unit.

ARTICLE 29 - VACANCIES

- A. The Board agrees to announce to the staff when school is in session and by notice with paychecks when school is not in session, and hold open for at least five (5) weekdays from such notification when feasible, any certificated or extra-duty positions that open within the system.
- B. Response by any currently employed staff member will be made in writing to the Superintendent.
- C. When feasible the Board will advise candidates of the outcome following the selection of a candidate for a given position within ten (10) weekdays.
- D. A vacancy exists as a result of newly created positions in certificated staff, and positions arising as a result of deaths, resignations, retirements, non-renewals, and leaves of absence.

ARTICLE 30 - EFFECTS OF THE AGREEMENT

- A. This Agreement between the Board and the Association shall be effective July 1, 2013 and remain in full force and effect through June 30, 2016.

- B. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of bargaining. The understanding and agreements arrived at by the parties after the exercise of the right and opportunity are set forth herein, and the parties agree that this agreement constitutes the entire contract between them and settled all demands and issues on all matters within the scope of bargaining. Neither party shall be required to negotiate with the other during the term of this agreement with respect to any subject or matter irrespective of whether such subject matter was discussed by, or within the contemplation of, the parties during the course of negotiations leading to this Agreement.

However, if during the term of this Agreement, the Board is required by law to negotiate mid-term, then the parties will meet to negotiate within thirty (30) days.

In the event agreement is not reached, the Board is not required to participate in the dispute resolution process prior to Board action on any changes in terms and conditions of employment not contained in the Agreement.

- C. In consideration of the rights and privileges extended to the employee organization pursuant to or arising from the provisions of this document during the term of the agreement, the ECEA hereto agrees that there shall be no strikes of any kind whatsoever; nor work stoppages, slowdowns, or interference or interruption with the daily operations of the Osnaburg Local Schools by any of the membership of the bargaining unit.
- D. Any individual contract between the Board and an individual teacher, heretofore executed, shall be subject to and made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement this Agreement during its duration shall be controlling.
- E. If any part of this contract is found, after all available appeals are exhausted, to be in violation of federal or state law, in a manner not permitted by Ohio Revised Code 4117 said part found to be in conflict will automatically be declared invalid and shall be inoperative. The remaining parts of the Agreement shall continue to be in effect.

F. The term "teacher" when used hereinafter in this Contract shall refer to all employees in the bargaining unit

FOR THE BOARD

President of the Board

Treasurer of the Board

FOR THE ASSOCIATION

ECEA Negotiating Team

ECEA Negotiating Team