

0729-01

K# 30395

13-MED-04-0572

**COLLECTIVE BARGAINING  
AGREEMENT**

between the

**Gahanna Jefferson City School District  
Board of Education**

and the

**Gahanna Jefferson Education  
Association**

**July 1, 2013 through June 30, 2016**

2014 JAN 22 PM 1:54

STATE EMPLOYMENT  
RELATIONS BOARD

# TABLE OF CONTENTS

| <u>ARTICLE</u> | <u>DESCRIPTION</u>  | <u>PAGE</u> |
|----------------|---|-------------|
|                | Index.....  | 5           |
|                | Preamble .....  | 7           |
| I              | Recognition .....   | 7           |
| II             | Bargaining Procedure .....  | 7           |
| III            | Association Rights .....  | 8           |
| IV             | Board Rights .....  | 12          |
| V              | Administration/Association Communications .....                       | 12          |
| VI             | Grievance Procedure .....   | 13          |
| VII            | Employee Rights.....  | 16          |
|                | A. Personnel Files .....  | 16          |
|                | B. Job Posting and Transfer .....                                     | 17          |
|                | C. Seniority .....  | 18          |
|                | D. Length of Contract, Non-Renewal, RIF,<br>Evaluation Procedure..... | 20          |
|                | E. Complaint Procedure .....  | 27          |
|                | F. Discipline.....  | 28          |
| VIII           | Employee Working Conditions .....                                     | 29          |
|                | A. Work Day and Year .....  | 29          |
|                | B. Paid Leaves of Absence .....                                       | 32          |
|                | C. Unpaid Leaves of Absence .....                                     | 40          |
|                | D. Planning Time .....  | 43          |
|                | E. Class Size.....  | 43          |

|      |  |    |
|------|--|----|
| IX   | Employee Salary and Benefits .....                   | 44 |
|      | A. Salary and Procedures .....                       | 44 |
|      | B. Salary Notices or Limited Contracts .....         | 50 |
|      | C. Insurance .....                                   | 51 |
|      | D. Severance Pay .....                               | 53 |
| X    | Committees .....                                     | 54 |
|      | A. Fee Waiver/Tuition Reimbursement .....            | 54 |
|      | B. Addendum Salary Schedule.....                     | 54 |
|      | C. Non-Addendum .....                                | 55 |
|      | D. Insurance .....                                   | 55 |
|      | E. Calendar .....                                    | 55 |
|      | F. LPDC .....  | 55 |
|      | G. Professional Staff/Administration Relations ..... | 56 |
|      | H. Report Card .....                                 | 56 |
| XI   | Occupational Safety and Health .....                 | 56 |
| XII  | Criminal Records Check .....                         | 57 |
| XIII | Forms .....  | 57 |
| XIV  | Other Provisions .....                               | 58 |
|      | A. Implementation and Duration .....                 | 58 |
|      | B. No Strikes .....                                  | 58 |
|      | C. Conflict with Law .....                           | 58 |
|      | D. Waiver of Negotiations .....                      | 58 |
|      | E. Duration .....                                    | 58 |
|      | F. Printing and Distribution .....                   | 59 |

Signature Page.....59

Memorandum of Understanding (Retirees).....60

Appendices

- A. Salary Schedule Effective August 1, 2013.....62
- B. Salary Schedule Effective August 1, 2014.....63
- C. Addendum Salary Schedules .....64
- D. Classification of Addendum Groups .....65
- E. Evaluation Policy .....66

## INDEX

|  |        |
|--|--------|
| Addendum Committee .....                 | 54     |
| Addendum Groups.....                     | 65     |
| Addendum Salary Schedules .....          | 64     |
| Advancement of Sick Leave .....          | 32     |
| Adoption Leave.....                      | 31, 37 |
| Arbitration .....                        | 15     |
| Assault Leave .....                      | 36     |
| Association Officer's Compensation ..... | 46     |
| Association Rights .....                 | 8      |
| BCI .....                                | 60     |
| Board Rights .....                       | 12     |
| Building Staff Meetings.....             | 29     |
| Calendar .....                           | 30     |
| Calendar Committee .....                 | 55     |
| CEU's .....                              | 47     |
| Class Grievance .....                    | 13     |
| Class Size .....                         | 43     |
| Complaint Procedure .....                | 27     |
| Continuing Contract.....                 | 20, 22 |
| Court Appearance.....                    | 38     |
| Criminal Records Check .....             | 57     |
| Direct Deposit .....                     | 49     |
| Discipline .....                         | 28     |
| Dues Deduction .....                     | 8      |
| Evaluation .....                         | 20     |
| Evaluation Policy .....                  | 66     |
| Experience Credit .....                  | 45     |
| Fair Share .....                         | 10     |
| Fee Waivers .....                        | 54     |
| FML .....                                | 42     |
| Forms .....                              | 57     |
| Grades and Grading .....                 | 31     |
| Grievance Procedure .....                | 13     |
| Hourly Pay .....                         | 50     |
| IEP Conference Pay .....                 | 30     |
| Immediate Family .....                   | 33     |
| Induction Program .....                  | 30     |
| Insurance .....                          | 47     |
| Insurance Committee.....                 | 55     |
| Job Posting and Transfers .....          | 17     |
| Job Sharing .....                        | 30     |
| Jury Duty .....                          | 38     |
| Limited Contracts .....                  | 20     |
| LPDC .....                               | 55     |
| Military Experience .....                | 47     |
| Non-Addendum Committee .....             | 55     |

|   |        |
|---|--------|
| Non-Renewal .....                             | 20     |
| OSHA .....                                    | 52     |
| Parental Leave .....                          | 40, 41 |
| Pay Increase .....                            | 44     |
| Pay Periods .....                             | 48     |
| Payroll Deductions .....                      | 49     |
| Peer Assistance Program .....                 | 11     |
| Personal Leave .....                          | 37     |
| Personal Leave Incentive .....                | 37     |
| Personnel Files .....                         | 16     |
| Planning Time .....                           | 43     |
| Presidential Release .....                    | 10     |
| Professional Leave .....                      | 39     |
| Professional Staff/Admin Relations Comm. .... | 56     |
| Recognition .....                             | 7      |
| Religious Leave .....                         | 38     |
| Reduction in Force (RIF) .....                | 20     |
| Report Card .....                             | 56     |
| Salary Column Explanation .....               | 44     |
| Salary Procedures .....                       | 44     |
| Salary Notices .....                          | 50     |
| Seniority.....                                | 18     |
| Severance Pay .....                           | 53     |
| Sequence of Limited Contracts .....           | 20     |
| Sick Leave .....                              | 32     |
| Sick Leave Advancement .....                  | 33     |
| Sick Leave Bank .....                         | 35     |
| Special Education .....                       | 31     |
| Transfers .....                               | 17     |
| Tuition Reimbursement .....                   | 54     |
| Tutors .....                                  | 44     |
| Unpaid Leaves .....                           | 40     |
| Work Day .....                                | 29     |
| Work Year .....                               | 29     |

## **PREAMBLE**

This collective bargaining agreement (the "Agreement") is entered into by the Board of Education of the Gahanna-Jefferson City School District (the "Board") and the Gahanna-Jefferson Education Association (the "Association"):

## **ARTICLE I RECOGNITION**

The Board recognizes the Association as the sole and exclusive representative for all full-time and regular part-time certificated Employees employed by the Board under regular teaching contracts. For purposes of this Agreement, an "Employee" is defined as a Bargaining Unit Member. The Superintendent; assistant superintendent(s); directors; supervisors; coordinators; Treasurer; principals; assistant principals; non-teaching athletic director; Safe and Drug-Free Schools Coordinator; auxiliary services personnel; tutors who work fewer than 1295 hours per year; substitutes who work fewer than one hundred twenty (120) consecutive work days in the same position; and any other part-time, seasonal, student, confidential, supervisory or management-level employees as defined in Section 4117.01 of the Ohio Revised Code are excluded from the bargaining unit and are not subject to the terms of this Agreement.

## **ARTICLE II BARGAINING PROCEDURE**

- A.** The following mutually agreed upon bargaining and dispute resolution procedures supersede the procedures in Section 4117.14(C)(2)-(6) of the Ohio Revised Code and any other procedures to the contrary. The parties will bargain in accordance with the provisions of Chapter 4117 of the Ohio Revised Code, except where specified to the contrary in this Agreement.
- B.** If either party wishes to terminate, modify, or negotiate a successor Agreement, it must serve written notice of that intention upon the other party not less than seventy-five (75) nor more than ninety (90) days prior to the expiration of this Agreement. Upon timely service of such notice, the parties shall collectively bargain in good faith to reach a successor Agreement. At the first session both parties shall submit their complete initial proposals for a successor Agreement. Neither party may submit additional proposals unless the other party agrees.
- C.** If no Agreement is reached by the fourteenth (14<sup>th</sup>) calendar day preceding expiration of this Agreement, or some other mutually agreed date, both parties shall request the services of the Federal Mediation and Conciliation Service (FMCS). The mediator shall have the authority to hold bargaining sessions or conferences with representatives of

the parties. Nothing herein shall be construed to prohibit the parties from mutually and voluntarily agreeing to submit any and all issues in dispute to any alternative dispute resolution procedure.

- D. When tentative agreement on a successor Agreement is reached, it shall be submitted to the Association within ten (10) days for ratification. The tentative Agreement then will be submitted to the Board for approval within ten (10) days after Association ratification. Either or both such ten (10) day restrictions may be extended by mutual agreement. When ratified by the Association and adopted by the Board, the tentative Agreement shall be executed by representatives of the parties.

### **ARTICLE III**

### **ASSOCIATION RIGHTS**

- A. The Association may use school facilities for meetings at no cost, provided such meetings do not interfere with school business and provided the appropriate administrator has approved the use in advance.
- B. Association representatives may transact official business on school property during the non-working hours of the Employees involved, provided the premises are not being used for school business. For purposes of this provision, "non-working hours" means time outside the work day defined in Article VII, Section A, Paragraph 1 of this Agreement, an Employee's duty-free meal period, and an Employee's other unassigned time. In no event shall Association meetings be scheduled within the work day defined in Article VII, Section A, Paragraph 1; nor shall the transaction of Association business in any way interfere with student-Employee, parent-Employee, or administrator-Employee conferences or other school functions or activities.
- C. Association representatives may use school duplication equipment with the prior approval of the appropriate administrator, provided the equipment is not being used for official school business and provided the Association pays the cost of such use.
- D. The Association may use bulletin boards currently designated for Association use. Reasonable space will be designated for this purpose in each District school in the staff lounge or such other appropriate site as is mutually agreed upon bulletin boards may not be used to post partisan political material.
- E. The Association may use Employee mailboxes for the distribution of materials to bargaining unit members. Mailboxes may not be used to distribute partisan political material.
- F. Dues deduction authorizations shall be submitted to the Board Treasurer no later than October 20 each year. An Employee hired by the District subsequent to October 1 of a given school year who chooses to join the Association may authorize dues deduction within the thirty (30) day period immediately following the date of hire. Employees may revoke payroll deduction of Association dues, initiation fees and assessments by written

submission to the Treasurer during the period of September 1 to September 15 of each year. Unless revoked, a written authorization will continue in effect from year to year. Once revoked, an Employee may not reauthorize payroll deduction until the following year. The Treasurer shall forward a copy of any written revocation to the Association President. If an Employee who has authorized payroll deduction terminates his/her employment, the unpaid balance will be deducted from his/her final payroll check.

- G.**
  - 1. The Association President (or designee) shall be permitted to be placed on the agenda to address the Board at regular Board meetings on issues of concern to the Association.
  - 2. The Board shall give the Association President at least twenty-four (24) hours advance notice of special Board meetings. In the event of an emergency meeting, advance notice will be given as soon as practicable under the circumstances.
  - 3. A preview copy of the agenda for a regular Board meeting will be emailed to the Association President at the time copies are distributed to Board members.
- H.** At building staff meetings, Association representatives may make announcements pertaining to Association business.
- I.** If requested in connection with collective bargaining provided for in Article II, the Association President (or designee) shall be provided copies of the following information/data if available:
  - 1. A complete copy of the Board's Official Annual Appropriations Resolution adopted by the Board (both temporary and permanent).
  - 2. A copy of the Official Certificate of Estimated Resources and any amendments thereto when received by the Board Treasurer.
  - 3. A copy of the Official Tax Budget adopted by the Board.
  - 4. A complete copy of the Board Treasurer's Year-end Financial Report to the Board showing all income from each source and expenditures to the various specific General Fund categories for the previous calendar year.
  - 5. A copy of training and experience grids for:
    - a. Employees paid from the regular Teachers' Salary Schedule; and
    - b. Employees paid from the Supplemental Salary Schedule.

Likewise, the Association shall, upon request, provide the Board's designated representative with available information relevant to the issues being bargained. Neither party shall be required to compile data or to supply information in other than its existing form. If information is not available, and the party from whom it is requested

agrees to compile it, the party requesting the information shall pay the actual cost for compilation and production.

- J. A copy of the Board agenda and previous meetings' minutes shall be provided to the Association president as soon as it is distributed to the building principals.
- K. The Association President (or designee), who shall be an Employee, shall have the opportunity to make brief positive welcoming remarks concerning the school system appropriate to the District-wide staff opening day program, and be introduced at the new Employees' orientation program.
- L. Upon request, the Association shall be provided at its cost with a copy of any document which is a public record.
- M. Two (2) parking spaces will be reserved for Association use.
- N. Upon request, Employees elected as delegates may take one (1) day of professional leave to attend the OEA Delegate Assembly; however, that in no event shall the number of delegates exceed one (1) for each fifty (50) Employees employed by the Board or major fraction thereof.
- O. The Association President will be released one-half (1/2) of each day, but will still be considered a full-time employee. If the President is a high school classroom teacher, s/he would be assigned three (3) classes and receive one (1) conference period under this provision. If the President is other than a high school classroom teacher, s/he will receive comparable release time. The Association will reimburse the Board at a rate of either (A) one-half (1/2) the President's salary (exclusive of any supplemental pay) or (B) one-half (1/2) the salary of a teacher placed at Step 8 under the BA 150 column of the teachers' salary schedule (exclusive of any supplemental pay), whichever is less. Additionally, the President or designee may be released from duty for Association business up to eleven (11) days per school year. It is mutually understood that, if the President is not a high school classroom teacher, the Board may transfer the person to a position for which s/he is qualified that better accommodates a half-day work schedule.
- P. Effective July, 2001, the Board agrees pursuant to Section 4117.09(C) of the Ohio Revised Code, to implement the payroll deduction of a "fair share fee" on the following terms:
  - 1. The Board will deduct from the pay of any bargaining unit Employee who elects not to become or to remain a member of the Gahanna-Jefferson Education Association (OEA/ NEA) an annual fee which shall be equal to one hundred percent (100%) of the unified dues of the Association. Notice of this amount shall be transmitted by the Association to the Board Treasurer no later than September 20 of each year, and the Board agrees promptly to transmit the amounts deducted to the Association in the same manner as dues deductions on behalf of Association members. The deduction of this fee is automatic and does not require the employee's written authorization.

2. Payroll deduction of the annual fee shall begin on the first payday that occurs on or after January 15 annually. In the case of an Employee hired after the beginning of the school year, the deduction shall begin on the first payday on or after the later of sixty (60) calendar days following employment or January 15. If an Employee's employment ends, or if the Employee goes on unpaid status before all deductions have been made, the amount of the unpaid balance will be deducted from the Employee's last payroll payment for that school year; prior to such last payment, the Board Treasurer will notify the Association of the Employee's change in status, and the Association will then certify the amount of the Employee's unpaid balance. Following completion of each deduction, the Board's Treasurer shall remit the amount deducted to the Association Treasurer in check form made payable to "The Gahanna-Jefferson Education Association." A monthly list of the Employees from whom the deductions were made will be included with the check showing the amount deducted for each Employee.
  3. The Board agrees to accompany each such transmittal to the Association with a list of the names of Employees for whom the fee deduction is made, the period covered, and the amount deducted for each.
  4. The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Ohio Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each Employee who does not join the Association and that such procedure and notice shall be in compliance with all applicable Ohio and federal statutes and the Ohio and United State Constitutions.
  5. Upon timely demand, an Employee who is not an Association member may apply to the Association for an advance reduction/ rebate of the fee pursuant to the Association's adopted internal procedure.
  6. No Employee is required to become a member of the Association as a condition for securing or retaining employment by the Board.
  7. The Association will defend and hold the Board and its administrators harmless against any and all claims by Employees for damages, refunds or fees, or amounts paid, or any other claim related in any way to operation of this Section. The claim against the Board must be a direct consequence of the Board's good-faith compliance with this Section; provided, however, that there shall be no indemnification if the Board intentionally or willfully fails to apply (except due to a court order) or misapplies this Section. It is mutually understood under this provision that the Association has the right to designate counsel to represent and defend the Board.
- Q.** The Board's current Peer Assistance program will not be altered except by mutual agreement of the Board and Association.

**ARTICLE IV**  
**BOARD RIGHTS**

- A. Except as specifically abridged, delegated, granted or modified by a specific and express term of this Agreement, the Board hereby retains its legal authority which shall include, but not be limited to, the 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; direct, supervise, evaluate and hire Employees; maintain and improve the efficiency and effectiveness of school operations; determine the overall methods, process, means or personnel by which school operations are to be conducted; suspend, discipline, demote or discharge for just cause, or lay off, non-renew, transfer, assign, schedule, promote or retain Employees; determine the adequacy of the work force; determine the overall mission of the District as an education Unit; effectively manage the work force; take actions to carry out the missions of the school District; and the Superintendent's right to direct, assign, supervise, evaluate, schedule and transfer Employees. The Board's and the Superintendent's exercise of the foregoing management rights requires neither prior bargaining with nor agreement of the Association.
  
- B. Board policy books shall be accessible to all Employees on-line at a website on the Internet.

**ARTICLE V**  
**ADMINISTRATION/ASSOCIATION COMMUNICATIONS**

- A. The Superintendent and Association President shall meet bi-monthly during the school year for a total of no fewer than five (5) such meetings. Additional meetings may be scheduled by mutual agreement at the request of either party.
  
- B. The meetings shall provide an arena for either or both parties to raise problems and concerns for the purposes of establishing and maintaining a spirit of labor-management cooperation, for improvement of internal and external public relations, and to work cooperatively for the general improvement of the welfare of the school system.
  
- C. Depending on the anticipated agenda for such meeting, it may be advisable for the parties to include others with particular areas of expertise and experience. In such cases, the party intending inclusion of other individuals should notify the other party at least three (3) working days in advance of the meeting so that both parties may be fully prepared to deal most effectively and expeditiously with the matter at hand.

## **ARTICLE VI**

### **GRIEVANCE PROCEDURE**

#### **A. Purpose**

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to grievances which may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as possible at each given level of the procedure.
2. Nothing contained herein will be construed as limiting the right of any Employee having a grievance to discuss the matter informally with any appropriate Administrator and resolving the problem without initiating a formal grievance, provided the resolution is not inconsistent with the terms of this Agreement.

#### **B. Definitions and General Provisions**

1. The word "day" or "days" means regularly scheduled work days during the regular school year. During the summer and Christmas and spring vacation, it shall mean weekdays, exclusive of State or federal holidays.
2. A "grievance" is a claim by an Employee that the Board or an administrator has violated, misinterpreted or misapplied a specific and express term of this Agreement. Where more than ten (10) Employees are identically circumstanced, the claim will be processed as a class grievance; in such a case, at least one (1) such Employee shall sign the grievance and a clear description of the affected class shall be specified. If the claim pertains to an institutional interest of the Association (such as an alleged violation of Articles I through III), as opposed to an individual claim, the Association President may file the grievance on behalf of the Association. With respect to an individual claim that an Employee chooses not to grieve or pursue, the Association President is not precluded from informing the Superintendent in writing that the Association does not acquiesce to any future assertion of past practice based on the Employee's decision not to proceed.
3. "Immediate supervisor" means the principal or other administrator having immediate responsibility over the grievant.
4. If an Employee fails to file a written grievance or to appeal a grievance to the next step by the stated deadlines, the grievance shall be considered waived.
5. If an administrator fails to hold a meeting or to respond to a grievance by

the stated deadline, the Employee is entitled to an appeal to the next step.

6. An Employee may be accompanied at any formal step (Steps Two through Four) of the grievance procedure by an Association representative who may speak on the Employee's behalf.
7. An Employee may present grievances and have them adjusted, without the intervention of the Association, as long as the adjustment is not inconsistent with the terms of this Agreement and as long as an Association representative has the opportunity to be present at the adjustment.
8. Resolution of a grievance at any level shall apply only to the stated grievance and shall in no way infringe on the statutory obligations or other policies of the Board.
9. This procedure shall be the sole and exclusive method for resolving disputes under this Agreement.
10. The number of days indicated at each step shall be the maximum. However, the time limits may be extended by the written agreement of the grievant and the appropriate administrator.
11. No reprisals shall be taken against any Employee for filing or pursuing any grievance or for seeking Association assistance. Any dispute over whether such a reprisal has occurred shall be resolved exclusively under the procedure appearing in this Article.

### **C. Procedure**

1. Step One: An Employee must first informally attempt to resolve the grievance by discussing it with his/her immediate supervisor. A grievance must be presented informally within ten (10) days of the occurrence of the conduct or condition on which the grievance is based.
2. Step Two: If the Employee is not satisfied with the informal attempt to resolve the grievance, he/she must submit the grievance in writing on an appropriate grievance form to the immediate supervisor. The written grievance must state the name of the grievant, the specific condition or occurrence on which the grievance is based, the date or dates of the occurrence or condition, the particular article and section of this Agreement which the grievant claims has been violated, and the specific relief sought. The written grievance must be filed with the immediate supervisor within twenty (20) days from the occurrence of the conduct or condition on which the grievance is based. The immediate supervisor shall respond to the grievance in writing within five (5) days of its receipt.

3. Step Three: If the Employee is not satisfied with the immediate supervisor's disposition of the grievance, the Employee may appeal to the Superintendent by filing a written appeal of the grievance within ten (10) days of the Employee's receipt of the immediate supervisor's response. The Superintendent shall hold a meeting with the Employee to discuss the grievance within ten (10) days of submission of the notice of appeal. The Superintendent shall make his/her written response to the appeal within five (5) days of the meeting.
  
4. Step Four: If the Employee is not satisfied with the disposition in Step Three, he/she may request, but only with the concurrence of the Association, a hearing before an arbitrator within ten (10) days after disposition at Step Three. The Employee's request for arbitration shall be by certified mail with return receipt requested to the Superintendent. Within five (5) days following receipt of the request, the Association President (or designee) and the Superintendent (or designee) shall mutually petition the American Arbitration Association (AAA) for a panel of arbitrators. Selection of the arbitrator and conduct of the arbitration hearing will be governed by the AAA's Labor Arbitration Rules. The AAA's administrative fee shall be borne by the parties in equal shares.

The arbitrator shall hold the hearing promptly. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding.

The arbitrator shall not have the authority to add to, subtract from, or modify any of the provisions of this Agreement, nor add to, detract from or modify the language therein in arriving at his/her decision concerning any issue presented that is proper within the limitations expressed herein. The arbitrator shall not have any authority to rule contrary to the law of the State of Ohio. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching his/her decision.

The arbitrator shall not interfere with management prerogatives involving the Board's discretion. He/she shall not limit or interfere with the powers, duties and responsibilities of the Board under Article IV of this Agreement, applicable law, and State and federal regulations having the force and effect of law.

The cost of the arbitrator, including his/her per diem fee and expenses, shall be borne by the losing party. If a losing party is not clearly identified by the arbitrator, the cost shall be equally shared between the parties.

**ARTICLE VII**  
**EMPLOYEE RIGHTS**

**A. Personnel Files**

1. This Article shall supersede Chapter 1347 of the Ohio Revised Code and any other contrary provisions of law.
2. An official confidential personnel file for each Employee shall be maintained in the Board office. This provision does not preclude a principal from maintaining personal notes or records relevant to an Employee; however, it is mutually understood and agreed that no discipline of an Employee may be influenced by such Employee's prior discipline of record unless such prior discipline appears in the Employee's official personnel file.
3. Employees and/or their authorized representatives shall have access to their personnel files upon reasonable request. Personnel files shall be reviewed in the presence of an appropriate administrator. At the time of such review, the Employee shall be entitled to copies of any materials in his/her file at his/her expense.
4. Except as may otherwise be required by law, access to Employee's personnel file shall be limited to the Board, the Superintendent, the Treasurer, the building principal(s), other administrators who are or may be directly supervising that Employee, central office Administrators and Board counsel.
5. An Employee may attach a written statement of reply to any item placed in his/her file. All material to be placed in an Employee's personnel file shall be signed by the employee and dated with the date of origination or, if the material has no date of origination, the date of placement in the file, and, if applicable, shall include the name(s) of those who are the source of any material.
6. A copy of any material evaluative of an Employee shall be provided to the Employee who shall sign it to acknowledge receipt. Such signature does not indicate the Employee's agreement with the content of the document. One (1) signed copy of the document shall be placed in the Employee's file.
7. If an Employee disputes the accuracy, relevance, timeliness or completeness of material in his/her file, he/she may file a written complaint with the Superintendent who shall conduct an investigation. The complaint shall specify the reasons why the Employee believes the material lacks one (1) or more of these qualities. If the Superintendent determines the material lacks one (1) or more of these qualities, it shall be modified or removed from the Employee's file.

8. Material in a personnel file may also be removed upon written mutual agreement of the Employee and the administrator who made the entry or the Superintendent.
9. If the Employee elects to submit the dispute to Step Four of the grievance procedure after receiving the Superintendent's decision, the arbitrator may not order material removed from the Employee's personnel file unless the Employee demonstrates that the material is factually inaccurate, irrelevant, untimely or incomplete. No grievance or aspect of any grievance that concerns an Administrator's exercise of his/her professional judgment in matters such as evaluation and observation may be taken to Step Four. Moreover, an arbitrator is specifically prohibited from substituting his/her judgment for that of an administrator in matters of professional judgment.

**B. Job Posting and Transfers**

1. A vacancy occurs when a job is created or there is a voluntary or involuntary vacating of a position. During the school year and through June, bargaining unit or promotional vacancies shall be posted or announced for a period of five (5) work days, inclusive of the initial date of posting or for a period of three (3) days if the opening is posted during the month of July preceding the start of a school year. In the month of August, vacancies shall be posted, but the Board is not precluded from considering, interviewing or hiring outside candidates immediately upon posting. If a vacancy exists, the Superintendent shall determine when it shall be filled and how it shall be filled. Regular teaching positions which become available after the first Employee work day of the school year are not required to be posted and can be filled with interim persons; however, if filled with an interim person, the position shall be posted by the end of the school year. The interim Employee's employment shall expire automatically at the end of the school year without action by or notice from the Board.
2. Employees who have applied for a certificated/addendum vacancy shall be considered for the available position, and those Employees who possess the desired qualifications for a position will be granted an interview. If an employee is not initially selected, then other candidates from outside the district who have applied for the position may be granted an interview. All internal candidates shall be interviewed before any external candidate. All tentatively scheduled interviews of any external candidate will be cancelled if an internal candidate is initially selected.
3. During the school year, vacancies and application procedures will be posted in designated areas in each school, at Central Office, and on the District's website. During the summer recess, such information will be posted only at Central Office and on the District's website.

4. Voluntary transfers will be handled as follows: Employees may express interest in being considered for a transfer if and when a position becomes available, or they may apply for and be considered for any posted position.
5. The Superintendent retains the right to assign personnel. However, any Employee who is involuntarily transferred may request a written statement of the reasons for the transfer. The Employee may attach a written rebuttal to such statement. The written statement and/or rebuttal become part of the Employee's personnel file. The reasons for a transfer as well as the Superintendent's decision to transfer are not grievable.
6. For an elementary or middle school vacancy that occurs due to a fluctuation in enrollment and for which additional employees are not required, the superintendent may transfer an employee within his/her building two (2) grade levels or less without posting the position. All other vacancies must be posted. If an employee is forced to change teaching assignments due to a change in enrollment, the superintendent shall assign the employee to a position for which he/she is qualified which is within two (2) grade levels or to one for which the employee has applied. This policy does not affect high school transfers within departments. If the fluctuation in enrollment necessitates a Reduction in Force, then section D, paragraph 5 of this article supersedes this paragraph.

### **C. Seniority**

1. Seniority means length of continuous employment in a bargaining unit position as follows:
  - a. Seniority accrues from the first day worked in a bargaining unit position.
  - b. Seniority accrues for all time an Employee is on active pay status, is on military leave, is receiving Worker's Compensation benefits, or is on approved leave under the federal Family and Medical Leave Act (FMLA).
  - c. Time on inactive pay status (e.g. layoff under a reduction in force, unpaid leave) and time during which the Employee is employed in a non-bargaining unit position shall not count toward the accrual of seniority but shall not constitute a break in seniority.
  - d. A full-time Employee accrues one (1) year of seniority for each year school year worked (i.e., the Employee is on active pay status for at least one hundred twenty (120) days during that school year; otherwise, no seniority will be accrued for that school year). In no event shall any Employee accrue more than one (1) year of seniority in any school year. An Employee is deemed to be "full-time" if employed for the regular work day and work year identified in Article V, Sections A and B of this Agreement.
  - e. Seniority for a part-time Employee shall accrue as follows:

- i. A school year in which the Employee is scheduled to work less than half-time shall not count toward seniority.
  - ii. If an Employee is scheduled to work at least half-time but less than full-time, the Employee shall accrue a prorated year of seniority credit (e.g., a .7-time Employee would receive .7 year) if the Employee is on active pay status for at least sixty-five percent (65%) of the days upon which he/she is scheduled to work during that school year.
2. Ties in seniority shall be broken by application of the following factors in order to determine the most senior Employee:
  - a. The Employee with the first day worked; then
  - b. The Employee with the earliest date of hire; then
  - c. By lottery, implemented in the presence of a designated Association representative.
3. For reduction in force purposes only, in all applicable areas of certification/licensure an Employee under a continuing contract shall be deemed to have greater seniority than any Employee employed under a limited contract.
4. Seniority shall be broken when an Employee resigns, retires, is terminated, is non-renewed, or otherwise severs employment with the Board. However, a non-renewal shall not be deemed to have occurred if, following the Board's action to non-renew, the Employee is re-employed for the next succeeding school year without an actual break in service.
5. A seniority list shall be posted online annually no later than January 31. A copy of the list will be provided to the Association President on or before the date of posting.
  - a. Names of on the list shall appear in area of certification/ licensure in seniority order, with the most senior Employee appearing first and least senior Employee appearing last. An Employee who is certificated/licensed in more than one (1) area shall be included on the list in all of his/her areas of certification/licensure.
  - b. The names of part-time Employees shall be separate from the names of full-time Employees.

An Employee shall have until the end of February in which to advise the District Executive Director of Human Resources of any inaccuracy that affects his/her seniority. The Executive Director will investigate any alleged inaccuracy, make any adjustment that may be in order, and immediately post a corrected list. No allegation of inaccuracy shall be considered if received after

the end of February, and the list shall then be considered as final until the next year's posting.

## **D. Length of Contracts, Non-Renewal, RIF, Evaluation Procedure**

### **1. Applicability**

- a. This Section governs non-renewal of regular teaching contracts of Employees and, except as otherwise stated, completely supersedes and replaces Section 3319.11(G) of the Ohio Revised Code in its entirety (which is the procedure after a limited contract Employee is non-renewed and which does not apply to continuing contract Employees).
- b. This Section governs the length of limited contracts for Employees who are not eligible for a continuing contract. All contracts of less than full-time Employees shall be one-year limited contracts only, except that a full-time Employee with a continuing contract who goes to part-time status will not thereby lose his/her continuing contract. Employees who wish to go to part-time status may do so only with the Board's approval.
- c. This Section, except for Paragraph 5 (pertaining to a reduction in force), does not apply to Employees who are on continuing contracts. Continuing contract Employees have the protections against termination provided by the Ohio Revised Code.

### **2. Length and Sequence of Limited Contract**

- a. Employees shall be issued a one-year limited contract upon their initial employment (or re-employment if the Employee was separated from the Board's employment in some year prior to the one immediately preceding the one for which the Employee is being employed), and if re-employed at the end of that one-year contract, shall be issued another one-year contract.
- b. An Employee who is re-employed after two (2) one-year contracts shall be eligible for a two-year limited contract and, if re-employed at the expiration of that two-year contract, shall be eligible for another two-year limited contract.
- c.
  - i. An Employee who is re-employed after two (2) two-year limited contracts shall be eligible for a three-year limited contract and, if re-employed at the expiration of that contract or any other three-year contract, shall be eligible for another three-year limited contract.
  - ii. If a limited contract Employee is on paid status for fewer than one hundred twenty (120) days during any particular school year, that school year shall not count for purposes of this Paragraph. If employed under a one-year contract, and re-employed, the new

contract shall be for one (1) year to make up for the year not counted; if employed under a multiple-year contract, the contract, unless the Employee is non-renewed, shall be extended automatically for one year to make up for the year not counted. In addition, if, during the last year of an Employee's limited contract, the Employee is absent for any reason for more than twenty percent (20%) of his/her scheduled work days (exclusive of any extended time) during either evaluation period, the length of the Employee's limited contract shall be extended automatically for one (1) year. For this purpose, "evaluation period" means (A) the Employee's scheduled work days prior to January 16, and (B) the Employee's scheduled work days between February 10 and April 1, inclusive.

### **3. Grounds for Non-Renewal**

Limited contract Employees who have been employed by the Board for their seventh (7<sup>th</sup>) consecutive year of full-time service under a regular teaching contract may be non-renewed only:

- a. Pursuant to Subparagraph (g) of Paragraph 5 of this Section; or
- b. For conduct inappropriate to the teaching profession or unsatisfactory performance as determined by the Administration. The Administration's determination that an Employee has conducted himself/herself inappropriately or has performed unsatisfactorily must be made in good faith, must not be arbitrary or capricious, and must be reflected in written evaluation(s) or administrative reprimand(s) in the Employee's file. Reasons for the non-renewal shall be clearly stated and shall set forth the substantive basis for the non-renewal.

### **4. Grievances**

A limited contract Employee who has been re-employed for his/her seventh consecutive year of full-time service under a regular contract with the Board and who is non-renewed under Subparagraph (b) of Paragraph 3 above may file a grievance challenging his/her non-renewal at Step Three with the Superintendent under the Grievance Procedure of Article VI, Section A of this Agreement within ten (10) calendar days of the Board mailing notice of non-renewal to the Employee. If the Employee also challenges the Board or Administration's compliance with Paragraph 6 of this Article, such challenge must be made in the same grievance that challenges the non-renewal. The grievance, if timely filed, shall then be determined pursuant to the procedure of Article VI, Section A of this Agreement, and Section 3319.11(G) of the Ohio Revised Code has no application.

- a. After the third (3<sup>rd</sup>) year of full-time consecutive service under regular contract but who has not reached the seventh (7<sup>th</sup>) year of service under

consecutive regular teaching contracts shall be non-renewed in accordance with Section 3319.11 of the Ohio Revised Code and any challenge to the non-renewal shall be made pursuant to paragraph (G) of that statute.

- b. A part-time Employee or a full-time limited contract Employee who is non-renewed at the conclusion of one (1) or two (2) years of service under consecutive regular teaching contracts may not challenge his/her non-renewal pursuant Article VI, Section A of this Agreement or pursuant to Section 3319.11(G) of the Ohio Revised Code.

## **5. Reduction in Force**

- a. The Board may suspend an Employee's contract in order to achieve a reduction in force due to financial reasons, program changes or elimination, or other reasons set forth in Section 3319.17 of the Ohio Revised Code. In making such reductions, the Board shall suspend contracts in accordance with the recommendation of the Superintendent, who shall give preference to employees on continuing contracts within each teaching field affected. For purposes of this Section, "teaching field" means an area of State certification/ licensure.
- b. When a reduction in force (RIF) becomes necessary the following procedure shall be followed:

Limited contract teachers shall be reduced first utilizing the following order:

- i. Certification/Licensure within the affected teaching field
- ii. Comparable evaluations as defined below.
- iii. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field the first to be suspended.

Only when the necessary reduction of staff required exceeds the number of limited contract teachers in the affected field shall continuing contract teachers be reduced by utilizing the following order:

- i. Certification/Licensure within the affected teaching field
- ii. Comparable evaluations as defined below.
- iii. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior continuing contract teacher in the affected teaching field the first to be suspended.

If a RIF occurs on or before June 30, 2014, all evaluations shall be considered comparable.

- If a RIF occurs on or after July 1, 2014, comparable evaluations shall be defined as follows and RIFs will be conducted in the following order:
- i. Ineffective evaluations as measured by teacher performance only.
  - ii. Developing evaluations as measured by teacher performance only.
  - iii. Skilled and accomplished evaluations as measured by teacher performance only.
- c. An Employee whose contract is suspended shall have the right to be recalled to active service where positions become available for which the Employee is certificated/licensed, giving preference first to continuing contract teachers, and then in reverse order of suspensions as identified in subparagraph (b) above. The length of time an Employee shall have such recall rights shall be three (3) years from the date on which the Board adopts the resolution to suspend the Employee's contract.
- d. An Employee shall be offered recall by written notice sent by certified mail. The Employee must provide the Board Treasurer in writing with his/her most recent address, which shall be used for recall. To accept recall, the Employee must give the Superintendent written acceptance within ten (10) work days of mailing the offer of recall.
- e. An Employee whose contract is suspended as part of a reduction in force may challenge the suspension by filing a grievance at Step Three of the grievance procedure appearing in Article VI, Section A of this Agreement within ten (10) calendar days of receipt of the notice of contract suspension. Only procedural compliance with this Section and not the reasons for a reduction in force shall be subject to the grievance procedure.
- f. In making a reduction in force, and in the exercise of any available displacement rights, no new area of certification/licensure acquired by an Employee after receipt of the Board's notice of intent to suspend the Employee's contract shall be considered. For purposes of recalling Employees whose contracts have been suspended, however, a new area of certification/licensure acquired prior to the Board's notice of recall will be considered in determining positions for which the Employee is certificated/licensed, provided the Employee has given the Board Treasurer written notice of such area of certification/licensure prior to such notice of recall.
- g. This Paragraph does not preclude the non-renewal of an Employee hired to fill the position of an Employee on a leave of absence, an Employee whose continued employment is contingent on the continued availability of adequate funding for the position, or an Employee hired after the start of the school year.
- h. The Board shall provide notice of contract suspension by hand delivery of a written notice signed by the Board President, Treasurer, or

Superintendent or by sending a copy of the notice of non-renewal in the U.S. by certified mail addressed to the Employee's residence address on the Treasurer's records.

## **6. Evaluation Procedure**

### **Purpose**

The purposes of teacher evaluation are:

1. To improve the quality of student's learning experiences and to help Employees improve their performance.
2. To establish goals for professional development.
3. To provide information for recommendations regarding contract status.
4. To assess an Employee's work performance.

### **a. Evaluators**

- i. Evaluations will be conducted by the Employee's principal, assistant principal or immediate supervisor, except that by mutual agreement of the Superintendent and Association President an evaluation may be conducted by some other administrator who has evaluative authority under Section 3319.111 of the Ohio Revised Code.
- ii. An Employee whose work schedule involves travel between buildings will be evaluated by the principal or assistant principal of the building designated as the Employee's building for evaluation purposes in that school year.

### **b. Evaluation Committee**

- i. An evaluation policy committee composed of six (6) Association members appointed by the Association President and five (5) members appointed by the Superintendent will be established.
- ii. The committee will review the evaluation policy and make recommendations to the Board of Education regarding the policy. The Committee is also responsible for reviewing and making recommendations to the Superintendent about procedures, process, evaluation instruments, and Student Growth Measures. Changes to process, instruments and Student Growth Measures will not be made mid-year unless approved by the Committee.
- iii. The Committee shall determine the length of terms and frequency, time and place of meetings and will operate by ground rules developed by its members.
- iv. The committee shall be chaired jointly by a committee member from the Association and a committee member from the Board.
- v. Members of the committee will receive training in all aspects of OTES, the state adopted evaluation framework, and the standards for the teaching profession prior to beginning their work.
- vi. Committee members shall be paid consistent with Article IX(A)(8).

- vii. The committee may establish sub-committees to assist with their work. Sub-committees will be jointly appointed by the Superintendent/designee and the Association President/designee.
- viii. If the committee discussion results in a recommendation by the committee to change or revise the terms of this collective bargaining agreement, then said recommendation shall be subject to ratification by the Board and the Association or such changes may be made through a memorandum of understanding.

c. Orientation

- i. Within thirty (30) days of the first day worked within the bargaining unit, the Employee shall be informed in writing of the evaluator assigned to the Employee.
- ii. Orientation to the evaluation procedures will be provided to new teachers prior to the implementation of the evaluation procedure.

d. Evaluation Timelines

- i. An Employee will be evaluated each year. Each evaluation will consist of two (2) formal observations of the teacher at least thirty (30) consecutive minutes each in duration, as well as at least two (2) periodic unscheduled classroom walkthroughs of at least five (5) consecutive minutes but no more than fifteen (15) consecutive minutes, except each teacher on a limited contract or an extended limited contract who is under consideration for nonrenewal shall have at least three (3) formal observations. The first observation and classroom walkthrough will be completed by December 15; the second observation and walkthrough and any necessary third observation will be completed by May 1.
- ii. A pre-observation conference shall occur unless waived by the Employee. A post-observation conference shall be held after each observation within ten (10) work days.
- iii. There shall be at least three (3) weeks between formal observations.
- iv. An evaluator and Employee may mutually agree to conduct an additional formal observation during the evaluation process.
- v. No later than May 10, all written formal observation and evaluation reports shall be signed by the Employee; however, the Employee's signature shall not be construed as necessarily indicating agreement with the substance of the report. A signed and dated copy of the report will be furnished to the Employee immediately after signing. The Employee may, within five (5) work days of signing, attach a brief statement to any such report.
- vi. The time limits appearing in this Section and Appendix E will be reasonably adjusted when unforeseen circumstances (for example, an unanticipated absence of an Employee or evaluator) make strict compliance impracticable.

e. Criteria for Performance Assessment

- i. No Employee shall be evaluated on his or her work performance except based on the formal evaluation process with the Employee's assigned evaluator and the walkthroughs that are set forth in this agreement.
- ii. Formal observations shall be conducted openly with the knowledge of the Employee. No performance information shall be collected by audio and/or video devices without the consent of the Employee.
- iii. All results and conclusions of performance assessment must be supported by evidence.

f. Walkthroughs

- i. A walkthrough is a formative written assessment that focuses on one or more of the following components: Evidence of planning; Lesson delivery; Differentiation; Resources; Classroom environment; Student engagement; and Assessment.
- ii. The evaluator will provide the Employee with a completed form no later than two work (2) days after the walkthrough to share observations.
- iii. At least one walkthrough shall be conducted during each semester.
- iv. An Employee may request an additional walkthrough.

g. Development Plans

- i. If deficiencies are observed in a formal observation, the evaluator shall promptly (within five (5) work days, subject to subparagraph (d)(iv) above) hold a post-observation conference with the Employee where deficiencies will be clearly identified as such.
- ii. A development plan with written goals and recommendations, including the means and resources for following through on such recommendations, shall be devised to address such deficiencies. In such cases, it is strongly recommended that a program of peer assistance and review be instituted, in consultation with the Association President, as part of the development plan.
- iii. An Employee will receive a reasonable amount of time to remedy deficiencies; however, acute deficiencies (i.e. sudden gross negligence or an unexpected change in professional behavior and/or performance) that surface relatively late in the school year may result in contract non-renewal, and this provision is not intended to preclude the termination of an Employee's contract for cause in accordance with Section 3319.16 of the Ohio Revised Code.

h. Improvement Plans

- i. Employees whose performance rating indicates below expected levels of student growth and/or receives an overall Ineffective rating or an Ineffective rating on any of the components of the OTES system will

develop a professional improvement plan with their evaluator no later than September 30 of the following school year.

- ii. The improvement plan will include the means and resources for following through on any recommendations. In such cases, it is strongly recommended that a program of peer assistance and review be instituted, in consultation with the Association President, as part of the development plan.

- i. **Due Process**

- i. A teacher shall be entitled to Association representation at any conference held during this procedure in which the teacher will be advised of an impending adverse personnel action.
- ii. Until three (3) years of data has been collected and the three (3) evaluation cycles have been completed (2013-14, 2014-15, 2015-16), all decisions concerning retention, promotion and removal of poorly performing teachers shall not be based on Student Growth Measures. Nothing in this subparagraph (ii) shall preclude the Board from counseling and/or directing Employees regarding the results of Student Growth Measures or complying with other provisions of this Paragraph.
- iii. Except in the case of an Employee whose limited contract is non-renewed under Paragraph 3 of this Section, the terms of this Paragraph are not subject to the provisions of Article VI, Section A of this Agreement.

- j. The content of the District's evaluation forms shall be consistent with the terms of this Section and Appendix E and – except for modifications, applicable to school nurses, media specialists, guidance counselors, and instructional support coaches – will be uniform throughout the District. The aforementioned modified forms will be uniform within each category.

- k. This Paragraph and Appendix E shall not apply to supplemental contracts.

- l. Upon ratification of the negotiated agreement, the Board shall amend its evaluation policy to resolve any conflicts between the policy and the agreement so that the policy conforms to the terms of this agreement.

## **E. Complaint Procedure**

If a complaint against an Employee is made by a parent or other member of the public to a Board member, Central Office administrator, principal, or other supervisor, the following procedure will be followed:

1. The person receiving the complaint will determine whether the complaint should be disregarded and whether the complaint should be referred to the appropriate supervisor of the Employee. If referred, or if the complaint is filed

in the first instance with the appropriate supervisor, the supervisor will determine whether the complaint should be disregarded or brought on a timely basis to the attention of the Employee.

2. If the complaint is brought to the attention of the Employee, he/she will be afforded an opportunity to respond to the complaint. If not resolved informally, the Employee will receive a copy of any formal response by the supervisor. Whether the identity of the complainant is disclosed will be assessed case by case in light of all the surrounding circumstances. Except in unusual circumstances, identity of the complainant will be disclosed.
3. A complaint that was not brought to the attention of the Employee will not be used in a subsequent evaluation or other assessment of the Employee's job performance. Similarly, if the identity of the Complainant is not disclosed, the complaint will not be used in a subsequent evaluation or other assessment of the Employee's job performance unless unusual circumstances make such disclosure inappropriate in which case a written explanation of the circumstances will be given.
4. Nothing in this procedure restricts the Board or Administration's authority to investigate professional misconduct and make determinations or take actions based on the result of such investigation.

#### **F. Discipline**

1. Disciplinary conferences and reprimands will occur in private. If requested, the affected Employee may be accompanied by an Association representative. The conference will not be delayed more than one (1) school day if the representative is not immediately available.
2. The Board agrees to follow traditional principles of progressive discipline with the usual understanding that some or all preliminary levels may be bypassed case-by-case depending upon the seriousness of the offense and all relevant surrounding circumstances. The level of discipline will be identified in the written documentation. The normal progressive sequence is:
  - a. Documented warning;
  - b. Written reprimand;
  - c. Suspension without pay not to exceed ten (10) workdays (by Superintendent/designee);
  - d. Termination (with or without a suspension pending the resolution of termination proceedings) in accordance with Section 3319.16 of the Ohio Revised Code and any related statutes.

Starting with the written reprimand level in the above sequence, discipline will be for just cause.

3. Any disciplinary action, except for documented warnings and termination proceedings under Section 3319.16 of the Ohio Revised Code, is subject to review under the grievance procedure appearing in Article VI of this Agreement.

## **ARTICLE VIII**

### **EMPLOYEE WORKING CONDITIONS**

#### **A. Work Day and Year**

##### **1. Work Day**

- a. The regular work day for Employees shall not exceed a continuous seven (7) hours and thirty (30) minutes.
- b. All Employees will have a thirty (30) minute uninterrupted duty-free lunch period.
- c. In addition, Employees are expected to attend reasonable parent- Employee conferences, open houses, staff meetings and perform other reasonable duties outside of the regular instructional day which are an integral part of the Employee's assigned professional duties.
- d. Except in an emergency, Employees shall be given at least two (2) days prior notification of building staff meetings and not more than two (2) such mandatory meetings will be scheduled per month.
- e. Two (2) Employees may participate in job-sharing (two [2] Employees working part-time as one [1] full-time equivalent) for a school year based on all of the following conditions:
  - i. The two (2) Employees must be compatible and have compatible assignments in the same building;
  - ii. The Building administrator and Superintendent or designee must approve;
  - iii. Job-sharing must be in the best interest of students;
  - iv. Both Employees must work on overlap time (e.g., 3 hours and 45 minutes per day even though their contracts are for half [1/2] time);
  - v. Both Employees must attend all meetings, open house and other events as required by the building administrator; and
  - vi. Both Employees will be treated as part-time based on relation to full-time equivalency.

An Employee who is job sharing may return to full-time status only at the beginning of a new school year and then only to a vacancy, if any, for which the Employee has certification. The Employees involved in job-sharing must notify the building administrator in writing by March 31 whether they request continuation of job-sharing for the next school year, and the building administrator must give the Employees written notice of approval or not for the next school year by June 1. The Employee's contract status (limited or continuing) and length of contract shall not be changed due to job-sharing. If one (1) of the two (2) job-sharing Employees separates from employment or takes a leave of absence for the remainder of the school year, the remaining job-sharing Employee must become full-time if there is no acceptable substitute available for the remaining part-time position.

## **2. Work Year**

- a. The work year shall be 186 days which shall consist of: 179 days with students in attendance, one (1) work day at the beginning and one (1) work day at the end of the year, two (2) in-service days, one (1) records day and two (2) parent/Employee conference days.
- b. In addition, with respect to any Employee new to the District, the Board may require the Employee's attendance for up to four (4) days prior to the start of the normal 186-day work year at an induction program designed to acquaint the Employee with the community and the expectations and procedures of the District. If the Employee is hired too late in the year to participate, the Employee's participation may be required, in whole or in part, prior to the immediately following school year.

## **3. School Calendar**

- a. The Board has sole authority and responsibility for adoption of the school calendar; however the proposed school calendar(s) for a school year shall be distributed to all Employees prior to any adoption by the Board.
- b. The Association shall be included among the various constituent groups with whom the Board consults in its procedures for consideration and adoption of school calendars. See Article IX, Section E, for a description of the Calendar Committee.
- c. The adopted school calendar shall be distributed to all Employees prior to the close of the preceding school year.
- d. Employees shall not be required to report to work on days when schools are closed due to weather or other public calamity. Employees shall not be paid both for such days when schools are closed and on any days when school is made up.

- e. The members of the calendar committee shall receive all survey results that are being used in the development of a school calendar.

#### **4. Professional Assignment of Student Grades**

- a. As a rule, the grade of a student shall not be changed by anyone other than the Employee who initially assigned such grade.
- b. If the Administration is considering a change in a student's grade, the Employee who assigned the grade will be notified of the reason(s) for the pending change.
  - i. With the Employee's concurrence, the grade may be changed.
  - ii. If the grade is changed without the Employee's concurrence, the Employee will be notified that the grade has been changed and the Employee shall have the right to appeal such grade change to the Superintendent whose decision shall be final. The Superintendent's decision shall be made in writing to the Employee.
- c. This provision shall not be subject to the grievance procedure.

#### **5. Special Education Students**

- a. The parties mutually recognize that Federal and Ohio law requires that students with disabilities be evaluated and treated on an individualized basis. The parties further recognize that the impact on an Employee's work load, if any, where a special education student is included with non-special education students depends on a variety of factors that must be evaluated case-by-case. Among such factors are the severity of the student's disability and the number of disabilities; the prognosis with respect to each disability and whether it is likely to be transient or ongoing; the nature, number, and degree of any special services with respect to the student that may be required; the time of year when the student is admitted to the class; the size of the class to which the student is admitted; whether and to what extent a paraprofessional is present to assist in serving the needs of the student; and the available resources of the District at the time. If an Employee believes that the circumstances surrounding a particular special education situation affecting his/her are such that special accommodation is necessary, the Employee should discuss the problem with the building principal and try to resolve it at that level. If that does not resolve the issue, the Employee may report the circumstances in writing to the Superintendent. The Superintendent or his/her designee will evaluate the report and, after completing whatever investigation may be appropriate under the circumstances, respond to the Employee in writing. This Paragraph is intended to furnish Employees with a procedural mechanism for airing concerns and having them

responded to; the substance of the Superintendent's (or designee's) response shall not be subject to the grievance procedure.

- b. No Employee will be required to perform a specific medical or other support service (such as but not limited to changing diapers) required by a special education student if the performance of such service does not reasonably fall within the Employee's existing competence and training.
- c. Each Employee who will be providing instructional or other services specified in a special education student's Individualized Education Plan (IEP) or Section 504 Plan will be invited to participate in the student's IEP and Section 504 Plan meetings.
- d. Two (2) days per school year will be granted to special education Employees for the purpose of completing IEP annual reviews, IEP conferences, or other IEP-related testing/evaluation.
- e. All parties will attempt to schedule IEP conferences (and any pre-staffing conferences that may precede them) during the normal teacher work day.

With respect to any such conferences that cannot be scheduled within the normal work day:

- i. The parties will attempt to schedule the presence of any required regular classroom, as opposed to special education, teacher during the first part of the conference, and such regular classroom teacher will be dismissed when his/her presence is no longer required; and
- ii. Any employee whose presence is required for more than six (6) hours over the course of a school year will be compensated at the hourly rate of Twenty-five Dollars (\$25.00) for mandatory IEP conference time in excess of six (6) hours, rounded to the nearest quarter (1/4) hour.

## **B. Paid Leaves of Absence**

### **1. Sick Leave**

#### **a. Allowance and Accumulation**

- i. All Employees are entitled to accumulate sick leave at a rate of one and one-quarter (1-1/4) days per month or fifteen (15) days per year. Sick leave is cumulative to a maximum of 290 days.
- ii. Newly-hired Employees who have no accumulated sick leave shall be entitled to an advancement of five (5) days sick leave, if needed and requested, which shall be charged against the sick leave subsequently accumulated under this Section.

- iii. Employees who have exhausted their sick leave are entitled to an advancement of up to five (5) days sick leave, if needed and requested, which shall be charged against sick leave subsequently accumulated under this Section. The maximum number of days advanced shall not exceed the number the Employee could accumulate by June 30 of that school year. Advanced sick leave may be used only if prior approval is granted by the Superintendent.
- iv. Employees who have accumulated unused days of sick leave in other public school districts in Ohio, or while in the service of the state or a county or municipal government in Ohio, shall present a properly certificated record of such days upon or immediately following employment to the Board Treasurer's office. The number of unused days of sick leave shall be credited to the Employee's payroll records, provided the total number of accumulated sick leave days does not exceed the maximum specified in paragraph a. above, and further provided that the Employee's former public service occurred within ten (10) years of the date of employment in this District.

**b. Use of Sick Leave**

- i. Any Employee who has accumulated sick leave credit may use such leave for absence caused by personal illness, injury, actual disability due to pregnancy for the period certified by the Employee's physician or exposure to a contagious disease which could be communicated to others, and for illness, injury or death in the Employee's immediate family. Employees shall be given up to four (4) consecutive weeks paid sick leave in connection with adoption of a child under six (6) years of age, measured from when the Employee leaves the job. Paternity leave shall be given for up to ten (10) work days of sick leave for the birth of a child. Each Employee requesting paid sick leave shall submit a signed statement justifying the use of sick leave on the Board-prescribed form. The form shall be submitted to the building principal immediately upon the Employee's return. The request must be approved by both the principal and Superintendent (or designee) before sick leave is paid.
- ii. As used in this Section, "immediate family" in case of illness or injury shall be defined as parents, spouses, children, siblings, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, a permanent resident in the Employee's home, or any other person not mentioned if approved by the Superintendent. The Superintendent will not disapprove a request for sick leave under this provision to care for a grandchild while

hospitalized or if the need for such care is certified by a physician and a parent of the child or other adult family member is unavailable to provide such care; a parent will not be deemed unavailable by reason of the parent having his/her own employment.

- iii. As used in this Section, "immediate family" in case of death shall be defined as parents, spouses, children, siblings, grandchildren, grand-parents, aunts, uncles, nieces, nephews, in-laws, a permanent resident in the Employee's home, or any other person not mentioned if approved by the Superintendent. The number of days allowed in the case of a parent, spouse, child, or sibling will be considered case-by-case; in all other instances, the maximum allowance shall be three (3) days unless otherwise approved by the Superintendent based on extraordinary circumstances.
- iv. Employees who are absent up to one-half (1/2) day shall have one-half (1/2) day deducted from their accumulated sick leave. Employees who are absent for a portion of the day or more than one-half (1/2) shall have a full day of sick leave deducted.
- v. When an Employee uses sick leave for an extended illness the Employee returning to active service may be reassigned to another position in his/her area of certification. An "extended illness" shall be defined as a period of seventy-five (75) or more consecutive work days absent.
- vi. The Superintendent may require an Employee to submit a doctor's certification to support an absence where either the absence exceeds five (5) consecutive work days or the Employee has established a pattern of frequent intermittent short-term absenteeism.

**c. Procedures**

- i. An Employee who must be absent for any of the reasons specified above shall contact his/her immediate supervisor at the earliest possible time as specified by building procedures.
- ii. Immediately upon return from sick leave, the Employee shall complete and sign the Board-prescribed form to justify the use of sick leave.
- iii. Falsification of a signed statement or any verbal report will be grounds for disciplinary action, including suspension without pay or termination of employment.

- iv. For personal illness of more than five (5) consecutive work days, the Superintendent (or designee) may require an Employee to provide a signed statement from his/her physician affirming the need to be absent. If such a statement is not provided upon request, no sick leave shall be paid.
- v. If a pattern of sick leave use emerges, the Superintendent (or designee) shall notify the Association President of a potential sick leave abuse. The President (or designee) shall then contact the Employee in question and inform him/her that, if the noted behavior continues, a physician's statement may be required by the Superintendent to justify a future use of sick leave. At this time, the Employee may voluntarily provide documentation for previous sick leave use.

**d. Sick Leave Bank**

Subject to sub-paragraph xi below, Employees may contribute to the sick leave bank from the beginning of school to September 25 of each school year by submitting the form prescribed by the Association to the Association President. Donations may come from sick leave or personal leave with each donated day reducing the Employee's accrued sick leave or personal leave, whichever is applicable, by the same amount. The Association President shall submit to the Board Treasurer no later than September 30 of each school year the number of days that have been donated and by whom. No more than a total of one hundred (100) days may be used by the Employees in any school year.

The procedures of the sick leave bank will be as follows:

- i. Any Employee who has ever donated to the bank is eligible to use it.
- ii. Only earned sick leave may be contributed to the bank. Advanced sick leave may not be contributed.
- iii. Any sick leave days donated will forever be forfeited by the Employee.
- iv. Employees must have exhausted their own accumulated sick leave and any days advanced by the Board prior to receiving any days from the bank.
- v. Any Employee who is on unpaid leave of any type is not eligible for sick leave bank days.
- vi. Sick leave bank days cannot be used for someone whose application for STRS disability retirement has been approved or to

extend the time an Employee is on paid sick leave before disability retirement becomes effective.

- vii. Sick leave bank days shall only be granted for catastrophic, prolonged, or chronic personal illness or injury to the Employee or a member of the Employee's immediate family. For this purpose, "immediate family" means spouse, dependent child, parent, or a permanent resident in the Employee's home.
- viii. Employees must submit in writing to the Association President the reason(s) for the request along with any attending physician's statement pertinent to the Employee's request.
- ix. The maximum number of days that can be granted to any Employee is thirty (30).
- x. No recipient shall be required to earn back these days, and no recipient shall earn additional sick leave while using donated leave.
- xi. Any unused days in the sick leave bank at the end of the school year will carry over into the next school year. If the carried-over balance is less than one hundred (100) days, any Employee may contribute to the bank. If the carried-over balance is one hundred (100) or more days, only new Employees and Employees who have never before contributed to the bank may contribute.
- xii. The Association President shall formulate any policies he/she deems necessary for the operation of this program.
- xiii. The Association President shall be responsible for developing any forms that may be required. The Association President will give the Board Treasurer written notice to credit a particular number of days to an Employee. The Treasurer, upon receipt of donated days, shall add them to the Employee's sick leave time.
- xiv. The determinations as to which Employees obtain donated sick leave and the number of days credited to a particular Employee are not subject to the grievance procedure.

## **2. Assault Leave**

- a. "Assault" means the causing of physical harm to an Employee by any person when such Employee charges such person with an offense prohibited by Title 29 of the Ohio Revised Code.
- b. Any Employee who is absent due to physical injuries resulting from an assault received in the course of, and arising out of such Employee's employment, may use assault leave in lieu of sick leave upon approval by

the Superintendent subject only to the limitations prescribed in this Section:

- i. The Employee's conduct was within the bounds of generally accepted standards of professional conduct;
  - ii. The building, or other appropriate administrator, was notified of the incident as soon as possible following its occurrence;
  - iii. The Employee submits to the Superintendent a form prescribed by the Board justifying the use of assault leave;
  - iv. The Employee provides a physician's statement describing the nature and duration of the physical disability resulting from the assault and the necessity of absence from regular employment;
- c. The total number of days of paid leave provided under this Section shall not exceed thirty (30).
  - d. Payment under this Section shall constitute the Employee's entire compensation from the Board during the period of physical disability covered by this Section and shall be in lieu of any payments under Chapter 4123 of the Ohio Revised Code.
  - e. The employment of any Employee who falsifies his/her signed statement or a physician's certificate may be terminated in accordance with Section 3319.16 of the Ohio Revised Code.

### **3. Personal Leave**

- a. Each Employee shall be entitled to receive up to three (3) days of personal leave with pay each year.
- b. Except for emergencies, each Employee shall request personal leave on the form prescribed by the Board at least three (3) work days prior to the absence. Each request must be submitted through the building administrator or supervisor/coordinator to the Superintendent (or designee), who shall approve or disapprove the request.
- c. The personal leave form shall contain the following statement above the Employee's signature: "I affirm this leave will not be used for seeking or engaging in other employment or engaging in other income generating activity."
- d. Personal leave shall only be taken in half-day (1/2) or full-day increments in the same manner as sick leave.

- e. In no event, unless approval is granted in an emergency situation by the Superintendent (or designee), may more than twenty-five (25) Employees take personal leave on Mondays or Fridays. If more than twenty-five (25) Employees request the same day, preference will be given to those whose requests were made earlier. In addition, personal leave may not be taken the work day before or after a holiday or vacation period, except in situations approved in advance by the Superintendent (or designee) upon submission of the specific reasons therefore; for purposes of this sentence, no compensation day on the approved Board calendar shall be deemed a holiday or vacation day.
- f. Falsification of a personal leave request shall be grounds for disciplinary action, including suspension without pay or termination.
- g. Employees will receive an incentive for not using personal days in a given school year: \$150 for one day not used, \$250 for two days not used, and \$350 for three days not used, payable in the second July pay.

#### **4. Religious Leave**

An Employee may be absent, with pay, on a day identified through established tradition and doctrine by a duly constituted religious body as a religious holiday, provided the religious body has recommended that in order to properly observe such day normal work should not be performed, and provided the Employee is an active member of the religious body. Requests for such absence shall be made in writing to the Superintendent (or designee) at least three (3) work days prior to the holiday. Such absence shall not exceed two (2) days during the school year, which days shall not be charged against any other leave.

#### **5. Employment-Related Court Appearances/Jury Duty**

##### **a. Compulsory Court Appearances**

A leave of absence, with pay, will be granted to an Employee subpoenaed to appear in court for legal proceedings directly related to his/her Board employment unless the Employee is a party adverse to the Board. A leave of absence, with pay, will be granted to an Employee subpoenaed to appear in court for other legal proceedings in which s/he is not a party and/or does not have any personal interest in the outcome.

##### **b. Jury Duty**

The Board shall pay an Employee who is required to report for jury duty his/her regular rate of pay. The Employee may also retain all compensation and expenses received for serving as a juror. Each Employee serving as a juror shall communicate daily with his/her supervisor concerning the likely termination of the duty. If not actually

required to report on a given day, or if released prior to noon on a given day, the Employee shall report to work at his/her regularly scheduled time or as soon thereafter as possible. A copy of all documentation provided by the justice system applicable to the Employee's jury duty shall be furnished to the Superintendent.

## **6. Professional Leave**

- a. Upon written request to, and approval of, the building principal and the Superintendent, each Employee may be granted up to five (5) days of professional leave each school year. Such leave shall release an Employee from contractual duties with pay to attend meetings, conferences, visitations or related activities that can enhance the Employee's professional growth and/or benefit the District. If the principal denies requested professional leave, the Employee may appeal the decision to the Assistant Superintendent for Instructional Services. His/her decision shall be final.
- b. Time spent in Individualized Education Plan (IEP) conferences and in writing IEP plans shall not be counted as part of the five (5) days of professional leave identified in Paragraph a above. Nor shall time spent in curriculum development and/or program implementation or time spent on extracurricular field trips be counted for such purpose.
- c. When an Employee requests and is granted professional leave, the Board shall reimburse the Employee for necessary expenses of room, board, transportation and fees incurred while attending activities specified in Paragraph a above within the limits established by the building principal in approving the request. In no event shall reimbursement exceed the limitations established by Board policy. The Employee shall submit a written estimate of all expenses as part of the application. Actual reimbursement shall be made upon prompt submission of receipts for expenses after return from the leave and shall not exceed the estimated expenses.
- d. When an Employee is required by the Board to attend a professional conference, the Employee shall be reimbursed for necessary expenses of room, board, transportation and fees incurred while attending the conference. In no event shall reimbursement exceed the limitations established by Board policy. The Employee shall submit a written estimate of all expenses. Actual reimbursement shall be made upon prompt submission of receipts for expenses after return from the conference and shall not exceed the estimated expenses. Reimbursement shall be charged to the Central Office administrative budget.
- e. No more than two (2) of the five (5) possible professional leave days per year may be used for athletic clinics or conferences. The athletic budget

will pay for the clinics or conferences and related costs of athletically-related events. Professional leave cannot be used for state-sponsored tournaments unless the coach's team is participating.

## **C. Unpaid Leaves of Absences**

### **1. Parental Leave**

An Employee anticipating the birth or adoption of a child through a public or private adoption agent may request, in lieu of or in conjunction with sick leave that may be available under Article VII, Section B, Paragraph 1, b of this Agreement, and shall be granted an unpaid parental leave, as follows:

- a. A parental leave request for childbirth shall be submitted in writing to the Superintendent at least forty-five (45) days prior to the start of leave and shall include a doctor's statement indicating the anticipated date of birth.
- b. A request for parental leave following adoption shall be accompanied by a statement from the adoption agency indicating the anticipated date of the receipt of the child.
- c. The duration of the leave shall be as follows:
  - i. If the leave is effective during the first semester, it shall be for the balance of the semester, balance of the school year or balance of the school year plus the succeeding school year.
  - ii. If leave is effective during the second semester, it shall be for the balance of the school year or balance of the school year plus the succeeding school year.
  - iii. If leave is effective during the summer recess it shall be for the following school year or the following school year plus the next school year.
- d. The Employee may submit a request to the Superintendent for early return to service at any time during the leave. Such request shall be in writing and shall be at least forty-five (45) days in advance of the desired return date.
- e. In the case of an adoptive leave, if the adoption is canceled after the commencement of a leave an Employee shall be granted early return to service.
- f. The Employee shall inform the Superintendent in writing by March 30 of his/her intent to return to duty for the coming school year. The Superintendent will acknowledge in writing receipt of the Employee's notification of intent to return. On or before March 15, the Superintendent

shall send a certified letter to each Employee who has thus far failed to give the notice required by this provision advising him/her to do so by March 30. Thereafter, if the Employee fails to give timely notice, he/she shall forfeit the next vertical salary schedule placement increment to which he/she would otherwise be entitled; following this year of forfeiture, the Employee will be returned to the vertical step that would have applied but for the one year forfeiture.

- g. Upon return to service, the Employee shall resume the same contract status position which he/she had prior to the leave. Return to limited or part-time service shall be permitted only upon the approval of the Superintendent.
- h. Employees on parental leave shall be subject to the provisions of Paragraph 6 of this section.

## **2. Unpaid Short-Term Leave**

The Superintendent may grant unpaid leave for a shorter period than would apply under Section 4 of this Article where warranted by special or unusual circumstances. Such leave must be requested in writing through the building administrator or supervisor/coordinator to the Superintendent who shall approve or disapprove the request.

## **3. Unpaid Disability Leave**

- a. If an Employee who is ill or disabled elects not to use accumulated sick leave, elects to take unpaid leave in combination with sick leave, or has insufficient sick leave, he/she may apply to the Superintendent for a leave of absence without pay or benefits for the period of illness or disability subject to the specifications and requirements of Section 3319.13 of the Ohio Revised Code.
- b. Absence of the Employee shall commence with the first day of disability and shall continue until the termination of disability; however, an Employee shall return from leave the first day of the school year following the school year the leave was taken. Earlier return or return to part-time or limited service shall be permitted only on approval of the Superintendent.
- c. Upon return to service, the Employee shall resume the contract status he/she held prior to the leave. Every effort will be made to return the Employee to the same or similar assignment.
- d. The Employee shall inform the Superintendent in writing by March 30 of his/her intent to return to duty for the coming school year. The Superintendent will acknowledge in writing receipt of the Employee's notification of intent to return. On or before March 15, the Superintendent

shall send a certified letter to each Employee who has thus far failed to notify him advising him/her to do so by March 30. Thereafter, if the Employee fails to notify the Superintendent of his/her intention to return after leave, he/she shall forfeit one (1) year of experience on the salary schedule.

**4. Unpaid Leave for Reasons other than Sickness, Disability or Military Service**

- a. Pursuant to Section 3319.13 of the Ohio Revised Code, the Board may grant a leave of absence without pay for important educational, professional, personal, family (including childcare and adoption), or emergency reasons. Leaves of absence will not be granted for recreational or vacation purposes, or for the purpose of seeking or taking other employment or entering into self-employment. A leave of absence shall be for the remainder of the school year in which the leave commences. All applicants shall submit a written request to the Superintendent at least sixty (60) days prior to the starting date of the leave setting forth the reasons for the leave and the requested duration. The Superintendent may waive this latter requirement in an emergency.
- b. The leave may only be terminated, prior to its expiration, upon written request of the Employee at the Superintendent's discretion in accordance with the needs and interests of the school system.
- c. Upon return to service, the Employee shall resume the same contract status which he/she had prior to the leave. Every effort will be made to return the Employee to the same or similar assignment. Return to part-time or limited service shall be permitted only upon the approval of the Superintendent.
- d. The Employee shall inform the Superintendent in writing by March 30 of his/her intention to return to duty for the coming school year. The Superintendent will acknowledge in writing receipt of the Employee's notification of intention to return. On or before March 15, the Superintendent shall send a certified letter to each Employee who has thus far failed to notify him/her advising him/her to do so by March 30. Thereafter, if the Employee fails to notify the Superintendent of his/her intention to return after leave, he/she shall forfeit one (1) year of experience on the salary schedule.

**5. Family and Medical Leave**

An Employee may choose to use Parental Leave (Section 1) or Family and Medical Leave (FML) for care of an adopted or newborn child of the Employee, and may choose to use Unpaid Disability leave (Article VII, Section C, Paragraph 3) or FML in the event of a serious health condition of the Employee, Employee's spouse, Employee's parent, or Employee's

minor child. If the Employee has a use of sick leave that exceeds five (5) consecutive work days, the Employee's sick leave absence shall be in lieu of and counted as part of the twelve (12) weeks of FML to the extent permitted by law. If the Employee uses donated sick leave from the sick leave bank, all such days shall be counted as part of the twelve (12) weeks of FML.

## **6. General Provisions**

- a. If the insurance contracts permit, an Employee on an unpaid leave of absence may continue group insurance coverage at the Employee's expense. The Employee shall tender payment in advance to the Board Treasurer in such a form as the Treasurer may require.
- b. Upon return to service, the Employee will be placed on the same step on the salary schedule as he/she enjoyed prior to the leave, unless the Employee actually worked sufficient days to entitle him/her to advancement in accordance with Article VIII, Section A.
- c. Employees on unpaid leave shall not be entitled to accrue or use any form of paid leave.

## **D. Planning Time**

The schedule for each full-time equivalent classroom Employee who is assigned to a school with an Employee day of six (6) hours or longer exclusive of the lunch period shall include at least two hundred (200) minutes per week for instructional planning and evaluation and conferences. An employee will not be asked to forego his/her designated planning time under this Article to cover for an absent Employee except in case of emergency.

## **E. Class Size**

1. The ratio of Employees to pupils on a District-wide basis shall be at least one (1) full-time equivalent classroom Employee per twenty-five (25) pupils in average daily membership. This ratio shall be calculated in accordance with Sections 3317.02 and 3317.023 of the Ohio Revised Code.
2. The ratio of Employees to pupils in kindergarten through fourth grade on a District-wide basis shall be at least one (1) full-time equivalent classroom Employee per twenty-five (25) pupils in average daily attendance. This ratio shall be calculated in accordance with Sections 3317.02 and 3317.023 of the Ohio Revised Code.

- F.** Employees may conduct private tutoring in school buildings during non-school and summer hours for pay. Teachers may not accept payment for tutoring any students who are currently assigned to them.

**ARTICLE IX**  
**EMPLOYEE SALARY AND BENEFITS**

**A. Salary and Procedures**

**1. Salary Schedules**

**a. Regular Teachers' Salary Schedule**

Effective August 1, 2013, the BA minimum salary shall be \$39,182 on the salary schedule index in the attached schedule; effective August 1, 2014, the BA minimum salary shall be \$39,574 and shall remain at \$39,574 for the 2015-2016 school year.

It is further agreed that each Employee will move vertically on the salary schedule consistent with 2.c of this section; however, no Employee will receive vertical credit for the 2010-2011 school year, that is, each employee will be a step behind as a result of the salary freeze in the 2011-2012 school year.

**b. Recognition Pay**

Because the District earned a grade of A on the Indicators Met on the State Report Card for the 2012-13 school year, all employees who actually worked at least one hundred twenty (120) days during the 2012-2013 school year will receive a stipend of four hundred dollars (\$400) in the second pay in October 2013.

If the District earns a grade of A on the Indicators Met on the State Report Card for the 2013-2014 school year, then all employees who actually worked at least one hundred and twenty (120) days during the 2013-2014 school year will receive a stipend of two hundred dollars (\$200) in the second pay after the report card is released.

If the District earns a grade of A on the Indicators Met on the State Report Card for the 2014-2015 school year, then all employees who actually worked at least one hundred and twenty (120) days during the 2014-2015 school year will receive a stipend of two hundred dollars (\$200) in the second pay after the report card is released.

**c. Tutors' Salary Schedule and Contracts**

Bargaining unit tutors shall be paid fully on the Regular Teachers' Salary Schedule in accordance with Section B of this Article. A bargaining unit tutor who satisfies the statutory certification and service requirements for continuing contract status, and whose limited or extended limited contract

is not non-renewed under Section 3319.11 of the Ohio Revised Code, will be awarded a continuing contract.

## **2. Salary Procedures**

a. Salary schedule credit will only be given for additional hours taken or degrees earned in educational subjects or in the subject area of assignment. Salary schedule credit for other coursework shall only be given with the prior approval of the Superintendent. Course work countable toward horizontal salary schedule placement beyond the BA or BS degree column shall be at the graduate level and shall contribute to an Employee's professional growth and the improvement of teaching.

### **b. Explanation of Columns**

- i. BA or BS Degree - An Employee who has completed a bachelor's degree from an accredited college or university.
- ii. BA/BS plus 12 Sem. Hrs. after Bachelor's Degree - An Employee who holds a bachelor's degree and has completed 12 semester hours at an accredited college or university after receipt of the bachelor's degree.
- iii. 150 Sem. Hrs. with Bachelor's Degree - An Employee who holds a bachelor's degree with 150 semester hours at an accredited college or university.
- iv. Master's Degree - An Employee who holds a master's degree in an education field or in the subject area of assignment or in a related area from an accredited college or university.
- v. Master's Degree plus 12 Sem. Hrs. after Master's Degree - An Employee who holds a master's degree in an education field or in the subject area of assignment and has completed 12 semester hours of coursework after receipt of the master's degree.
- vi. Master's Degree plus 30 Sem. hrs. after Master's Degree - An Employee who holds a master's degree in an education field or in the subject area of assignment and has completed 30 semester hours of course work after receipt of the master's degree.
- vii. Master's Degree plus 45 Sem. hrs. after Master's Degree - An Employee who holds a master's degree in an education field or in the subject area of assignment and has completed 45 semester hours of course work after receipt of the master's degree.

c. **Experience Credit** - Employees shall receive credit for years of service on the salary schedule as follows:

- i. All years of full-time teaching service or full-time internship in the District, with each year consisting of at least one hundred twenty (120) days under an Employee's contract on the intern program.
- ii. All years of full-time service in an Ohio public school and/or chartered, non-public school located in Ohio consisting of one hundred twenty (120) days under an Employee's contract.
- iii. All years of full-time military service up to five (5) years. (For purposes of calculation, a particular year of active military service of eight (8) continuous months or more in the armed forces shall be counted as a full year.)
- iv. All years of full-time teaching service as a certified Employee in a chartered school or institution or a chartered special education program operated by the state or other local governmental Unit with each year consisting of at least one hundred twenty (120) days.
- v. Credit shall also be granted for years of full-time service as a regular Employee in an accredited Ohio public or private university with each year consisting of at least one hundred twenty (120) days under an Employee's contract. Credit will not be given for service as a graduate assistant, research assistant or a teaching assistant, or other similar part-time service. Each currently employed Employee who is claiming credit under this provision shall apply to the Board Treasurer no later than December 31 of the year in which the Employee is hired on forms provided by the District. Years of service shall be credited to a currently-employed Employee to the extent the Employee received less than ten (10) years total experience credit at the time of initial employment or reemployment. Newly-employed Employees shall request credit in accordance with the regular procedures in this Article.
- vi. Years of full-time service shall be the sum of all years of service in sub-paragraphs i, ii, iii, iv and v above, except that a new Employee shall receive credit for a total of not more than ten (10) years.
- vii. If an Employee leaves after service in the District and is subsequently re-employed by the Board, the Employee shall receive the greater of: (1) full credit for all full-time District years of service, or (2) a maximum of ten (10) years of credit calculated under sub-paragraph e. above.
- viii. In addition, up to ten (10) years of out-of-state public or non-public school teaching experience may be granted with the approval of the Board, except that a new Employee shall receive a total of not more

than ten (10) years of credit for all types of service allowable.

- ix. No credit shall be given for fractional units of experience or part-time service outside the District. Credit will be given for regular part-time experience of half-time or more in the District which consists of at least one hundred twenty (120) days in a school year.

All teaching and military experience for which the Employee claims credit must be submitted to the Board Treasurer on notarized forms prescribed by the Board within thirty (30) days of initial employment.

- d. **Continuing Education Units (CEU's)** may be used to qualify an Employee for a higher category on the salary schedule. Three (3) CEU's shall equal one (1) semester hour on the Regular Salary Schedule. Official notification of the successful completion of CEU's shall be made to the Board Treasurer as specified in Paragraph 2e to receive credit on the salary schedule for the additional training. No more than nine (9) CEU's shall be used to move to the next column on the salary schedule. CEU's shall have been earned after the Employee moved to his/her current column.
- e. Each Employee who has completed training at an accredited college or university or has earned a CEU that would qualify him/her for a higher category on the salary schedule shall file with the Board Treasurer official transcripts, or a certificate of completion in the case of CEU's, verifying completion of such training. The following provisions shall apply:
  - i. If an official transcript is provided prior to or on September 30, the Employee's salary will be adjusted effective the beginning of the school year. The Employee's adjusted salary will be reflected beginning with the October pay.
  - ii. If an official transcript is provided after September 30, but prior to or on January 30, the adjustment shall be effective January 1. The Employee's adjusted salary will be reflected beginning with the February paycheck.
  - iii. If an official transcript is provided after January 30, but prior to or on April 30, the salary adjustment will take place on April 1. The Employee's adjusted salary will be reflected beginning with the May paycheck.
  - iv. If an official transcript is provided after April 30, but on or before September 30 of the following school year, the salary adjustment will become effective at the beginning of said school year.

### **3. Pay Periods**

- a. Each Employee shall be paid in twenty-four (24) pay periods per year in accordance with regulations established by the Board Treasurer.
- b. When a pay date falls on Saturday or Sunday, pay shall be issued the preceding Friday. If a pay date falls on a holiday, pay shall be issued on the preceding weekday. During the school term, pay shall be issued no later than 3:00 PM of the appropriate day.

### **4. Board Pickup of Employee Contributions to STRS**

- a. The Board shall assume and pay, or pick up, the mandatory Employee contribution to STRS required for all STRS participants, subject to the provisions of this section, in lieu of payment of those contributions by said Employees.
- b. For purposes of this Section, total salary or salary per pay period for each Employee shall be the salary otherwise payable under their contracts and applicable Board policies. The total annual salary or salary per pay period of each Employee shall be payable by the Board in two parts: (1) deferred annual salary and (2) cash salary. An Employee's deferred salary shall be equal to that percentage of said Employee's total annual salary or salary per pay period which is required from time to time by the Ohio State Teachers Retirement System ("STRS") to be paid as an Employee contribution by said Employee and shall be paid by the Board to STRS on behalf of said Employee as "pickup" of the STRS Employee contribution otherwise payable by said Employee. An Employee's cash salary shall be equal to said Employee's total annual salary or salary per pay period less the amount of the pickup for said Employee and shall be payable, subject to applicable payroll deductions, to said Employee. The Board's combined total expenditures for Employee's total annual salaries or salaries per pay period otherwise payable under this Section (including pickup amounts and its employer contributions to STRS) shall not be greater than the amounts it would have paid for those items had this provision not been in effect.
- c. The Board shall compute and remit its employer contributions to STRS based upon total annual salary or salary per pay period, including the "pickup". The Board shall report for federal and Ohio income tax purposes as an Employee's gross income said Employee's total annual salary or salary per pay period, less the amount of the "pickup". The Board shall report for municipal income tax purposes as an Employee's gross income said Employee's total annual salary or salary per pay period, including the amount of the "pickup". The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.

- d. The "pickup" shall be included in the Employee's total annual salary or salary per pay period for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence, or for any other similar purpose.
- e. Consistent with applicable STRS regulations, compensation upon which retirement contributions are based for each year will be the amount paid to the Association President, which is 18% of the base salary, for service to the Association, and such services to the Association will constitute teaching service for purposes of Chapter 3307 of the Ohio Revised Code. The Board will make the applicable payments to STRS and be promptly and fully reimbursed by the Employee or the Association.

## **5. Payroll Deductions**

- a. Employees may authorize in writing payroll deductions for tax sheltered annuities and credit union in accordance with regulations established by the Board Treasurer and Sections 9.44 and 9.91 of the Ohio Revised Code. Agents, brokers or companies designated to write tax sheltered annuities shall comply with the provisions of Sections 9.91(A) and (B) of the Ohio Revised Code.
- b. Employees may choose to have their Association dues and Employee contributions to the Fund for Children and Public Education made through payroll deductions.

## **6. Direct Deposit**

Employees shall have direct deposit of their payroll checks at financial institutions having direct deposit agreements with the Board which are satisfactory to the Board Treasurer and involve no cost to the Board. For each pay period, the Treasurer will furnish pay information electronically to each Employee, unless the Employee requests a paper pay stub, which will be sealed.

## **7. Addendum Salary Schedule**

- a. The addendum salary schedule attached as Appendix C shall be in effect beginning July 1, 2013.
- b. A maximum of five (5) years of experience will be granted for actual job-related experience in the activity outside and inside the District for initial placement. Thereafter, all job-related experience inside the District will be credited.
- c. The Addendum Salary Schedule Committee shall be formed in accordance with Article IX, Section B of this agreement.

- d. For year-long supplementals, payment shall be spread over 18 pays (Sept 10 – May 25). For seasonal supplementals, the Employee, at the time he/she signs the supplemental contract, shall select a payment schedule from the following options:
  - 1) One pay per month for three months paid on the 10<sup>th</sup> day; during the duration of that sports/activity season.
    - a. Fall – September/October/November
    - b. Winter – December/January/February
    - c. Spring – March/April/May
  - 2) One lump sum at the conclusion of the season/activity – November 10, February 10, and May 10.

#### **8. Hourly Pay**

Employees hired to tutor outside of the contractual day, teach summer school, and/or complete summer testing of students will be paid at the hourly rate of \$24.94. In each subsequent school year, this rate will increase by the same percentage increase, if any, as applies to the base salary on the Teachers' Salary Schedule, rounded to the nearest whole cent.

#### **9. Deductions in Pay**

Any deduction from pay due to unpaid short-term leave or disciplinary suspension of two or more pays will be evenly distributed over the four (4) pay periods immediately following the leave or suspension, unless such distribution would extend beyond the end of the fiscal year, in which case the entire remaining amount of the deduction will be implemented in the last pay period of the fiscal year.

### **B. Salary Notices or Limited Contracts**

1. No later than the last scheduled pay day in July, each Employee who is employed for the coming school year shall receive with respect to each contract held, either a salary notice, if the contract is continuing, or a limited contract in accordance with Section 3319.12 of the Ohio Revised Code. The salary notice or limited contract shall include at least the following information:
  - a. Employee's name
  - b. Annual salary
  - c. Basis for determining salary
2. An Employee shall be given the opportunity to resign at any time after being notified of a pending non-renewal or termination.

**C. Insurance**

**1. Coverage**

Dental, life and medical insurance coverage shall be substantially equal to or better than the coverage in effect on October 25, 2004, except the medical insurance deductible will be as follows:

Comprehensive Deductible  
(for physicians not in the plan)  
\$100 per person  
\$200 per family

In addition, the following employee co-pays with regard to medical insurance benefits will apply, effective July 1, 2013:

|  |       |
|--|-------|
| Office Visit                                     | \$25  |
| Urgent Care                                      | \$50  |
| Emergency Room                                   | \$100 |
|  |       |
| Prescription Drug Generic                        | \$10  |
| Prescription Drug Preferred Brand                | \$30  |
| Prescription Drug Non-Preferred Brand            | \$50  |
|  |       |
| Prescription Drug Generic-Mail Order             | \$20  |
| Prescription Drug Preferred Brand-Mail Order     | \$60  |
| Prescription Drug Non-Preferred Brand-Mail Order | \$100 |

The Employee will pay twenty percent (20%) of the first Two Thousand Dollars (\$2,000) after the deductible per person, and/or Four Thousand Dollars (\$4,000) per family per year for hospitals not in the plan.

**2. Dental**

The Board will provide fully paid family dental insurance coverage for all Employees. If both husband and wife are employed by the Board, only one (1) family member (Employee) will be enrolled for coverage.

**3. Life**

The Board will provide group term life insurance coverage in the amount Fifty Thousand Dollars (\$50,000) for each full-time Employee. The amount of coverage for part-time Employees shall be prorated based upon the time the Employee is contracted to work.

#### **4. Medical**

- a. The Board's contribution per month for an Employee on family coverage will be eighty percent (80%) of the family coverage cost of the medical plan. For those Employees electing single coverage, the Board's contribution per month shall be ninety percent (90%).
- b. For each regular part-time Employee, the Board will pay the percentage equal to the amount of time the Employee is contracted to work (i.e., for a 3/10 Employee the Board would pay 30%) of the dollar amounts set forth in Paragraph 3, a above.
- c. Each Employee shall pay the difference between the Board-paid amount and the actual monthly premium by payroll deduction.
- d. If both husband and wife are employed by the Board, each may be enrolled for single coverage or one (1) family member (Employee) may be enrolled for family coverage.
- e. The parties shall continue a joint committee as described in Article IX, Section D of this agreement.
- f. The Board of Education and Employees will have a premium holiday for January 2014 such that the Board and the Employees will not pay their contributions for the cost of the medical plan for that month.
- g. Effective July 1, 2015, the Board and the Association agree to limit the recommended funding levels to hold the insurance growth to nine percent (9%) or less annually and both parties agree they will work to reduce the rate of growth as much as possible. Through the work of the Insurance Committee, the Board and Association will annually construct benefit packages that meet the needs of the employees and meet this target of a maximum of nine percent (9%) growth in the cost. The Board and Association agree that if any changes are needed in the Insurance benefits to achieve this goal, those changes must be mutually agreed upon by the parties.

#### **5. Cafeteria Plan**

The Board shall maintain a Flexible Benefits Plan (the "Plan") intended to qualify as a "cafeteria plan" under Section 125 of the Internal Revenue Code of 1986, as amended (the "Code"). A full-time or regular part-time Employee may participate in the Plan by filing an election form and all applicable insurance forms with the Board Treasurer.

As set forth above, certain insurance coverage is provided without cost to participants, while other coverage involves a monthly charge to participants. The Plan will provide an Employee with an option to pay the Employee

portion of such costs with pre-tax (federal income tax) dollars, which will reduce the compensation otherwise payable to the Employee, or to receive such compensation. An Employee who does not elect to reduce his/her compensation would have to pay such costs with after-tax (federal income tax) dollars. The cost of the Employee's share of insurance benefits will be determined at the applicable monthly rates in effect from time to time. The benefits of the Plan will be provided only to those Employees who are properly enrolled as participants.

The exact terms of the Plan will be subject to the requirements of Section 125 of the Code and the regulations and interpretations thereunder. It is understood that the Board's obligation to provide the Plan is contingent on qualification of the Plan under Section 125 of the Code.

**D. Severance Pay**

1. Only Employees who (1) qualify for service retirement under the State Teachers Retirement System within one hundred twenty (120) days of their last day of actual service with the District and (2) have ten (10) years of STRS service credit shall be eligible for payment under this Article. Employees shall apply for severance pay in writing to the Board Treasurer and shall be accompanied by satisfactory documentation as to the Employee's actual retirement. Payment shall be made within thirty (30) days after the effective date of retirement as confirmed by STRS to the Treasurer.
2. Employees who qualify for severance pay under Paragraph 1 above shall be paid for their unused sick leave in accordance with the following provisions:
  - a. The number of days to be paid shall be one-fourth (1/4) of the value of the Employee's accrued, but unused, sick leave up to a maximum of 260 days, rounded to the nearest whole day.
  - b. Payment shall be based upon the Employee's daily rate of pay at the time of retirement as determined by the Board Treasurer. The calculation shall be made in the same manner as pay deductions for days missed.
  - c. Payment for unused sick leave under this Article shall eliminate all accrued sick leave credited to the Employee.
3. A retiring Employee who notifies the Board Treasurer of his/her retirement by January 15 of the year of retirement and who works through the end of the contract year will receive \$1,000 in additional severance pay.
4. A retiring Employee may request that all or a portion of the Employee's severance pay be transferred to a tax sheltered annuity (TSA) provided that the transfer is permissible under then-existing IRS regulations and any other legal requirements that may apply. Transfer will be made only to a TSA that is previously in place and which complies with Board regulations applicable to

TSA's for Employees. The Employee must give written notice to the Treasurer of the requested transfer by not later than the effective date of retirement. The District and Treasurer assume no liability for the tax consequences of such a transfer and have no obligation to advise the Employee of the tax consequences of any transfer made pursuant to this Section. Any Employee requesting such a transfer will hold the District harmless from any liability connected with the transfer, except loss resulting from failure on the part of the District, or any of its Employees, to comply with this provision. If the Employee's total severance pay exceeds the amount to be transferred to the Employee's TSA, the balance will be paid to the Employee in accordance with Section A of this Article.

## **ARTICLE X COMMITTEES**

### **A. Fee Waiver/Tuition Reimbursement Committee**

A joint committee consisting of three (3) Association designees and three (3) designees of the Superintendent will manage the distribution of fee waivers and tuition reimbursement.

1. Such committee will select its own chairperson and shall have authority to act, within the terms and conditions of this Article and its own procedures, in matters relating to the use of university fee waivers.
2. The committee's responsibilities will include, but not be limited to, establishing priorities and guidelines for issuing fee waivers, developing and implementing a process for requesting fee waivers, distribution of fee waivers, and the resolution and appeal of any conflicts resulting from the fee waiver policies the committee enacts.
3. The Board will allocate \$100,000 per school year. The fund will be divided proportionately at the end of the school year among those employees who submitted appropriate documentation. The Committee is responsible for administering the fund, and any unexpended balance will not be carried forward into the following school year.

### **B. Addendum Salary Schedule Committee**

1. This review committee shall be comprised of three (3) appointees of the Association and three (3) appointees of the Superintendent.
2. The purpose of the review committee shall be to review the addendum salary schedule.

3. Conclusions reached by consensus among committee Employees with respect to the addendum salary schedule will be implemented without further action by the Board or Association or their representatives.

**C. Non-Addendum Committee**

A six (6) person study committee, three (3) to be appointed by the Superintendent and three (3) to be appointed by the Association President, will be formed to evaluate in good faith and make recommendations to the Board with respect to what activities (other than athletic activities or activities already included in the Addendum Salary schedule) should be compensated and the formula for any compensation. The Board will allocate a maximum of Forty Thousand Dollars (\$40,000) in each school year to be used in implementing the committee's recommendations (e.g., clubs, activities, tutoring).

**D. Insurance Committee**

The parties shall continue a joint committee of three (3) representatives of the Board, two (2) Employees and two (2) classified Employees to review and make recommendations to the Board and the Association concerning the Medical Benefits Plan. This committee will meet quarterly each year, and the chair will rotate annually among the representative groups.

**E. Calendar Committee**

The Association shall be included among the various constituent groups with whom the Board consults in its procedures for consideration and adoption of school calendars, with three (3) Employees, one from each level (elementary, middle and high school), appointed by the Association President serving on the calendar committee. Such consultation shall include the need for, and scheduling of, preschool work days, parent conference days, records work days, in-service days, post-school work days, and the development of an annual contingency plan as required by Section 3313.482 of the Ohio Revised Code.

**F. Local Professional Development Committee**

A Local Professional Development Committee (LPDC) composed of a minimum of five (5) members shall be established with District-wide responsibility to perform the functions required by Section 3319.22 of the Ohio Revised Code and the administrative rules adopted under that statute. Two (2) members shall be appointed by the Superintendent from the District's administrative staff, and three (3) members shall be appointed by the Association from within the Bargaining Unit; with respect to Bargaining Unit appointees, there will be equitable representation of grade levels and areas of licensure. Vacancies will be filled by the Superintendent or Association whichever applies. The Committee shall determine the length of terms and frequency, time and place of meetings.

**G. Professional Staff/Administration Relations Committee**

The parties shall implement a Professional Staff/Administration Relations Committee with the assistance of the Federal Mediation and Conciliation Service. The structure and operating procedures of this Committee will be designed in consultation with the FMCS assigned mediator.

**H. Report Card Committee**

There will be a report card committee comprised of seven (7) representatives appointed by the Association President and seven (7) representatives of the Board appointed by the Superintendent. The committee shall make recommendations to the Superintendent regarding the student reporting system.

**ARTICLE XI**

**OCCUPATIONAL SAFETY AND HEALTH**

The parties desire to deal with safety and health complaints, and to attempt to correct any health or safety violations, 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 pursuant to Section 4167.10 of the Ohio Revised Code until the following process has been completely exhausted:

- A.** An Employee or Association representative shall first bring an alleged health or safety violation to the attention of the affected Employee(s)' immediate supervisor or principal, within two (2) work days of the occurrence of the alleged violation. The immediate supervisor or principal shall provide a response within two (2) work days of receipt of the complaint.
- B.** If the immediate supervisor or principal does not resolve the alleged violation to the Employee's satisfaction, the Employee or Association may file a written complaint with the Executive Director of Business Affairs within five (5) work days of the supervisor's or principal's response. If the supervisor or principal does not respond within the two (2) work days, then the Employee or Association may file their written appeal. The Executive Director of Business Affairs shall meet with the Employee or Association representative within thirty (30) calendar days in an attempt to resolve the alleged violation. Within ten (10) calendar days after the conference, the Assistant Superintendent shall provide his/her written response to the alleged violation.
- C.** After using this process, if the Employee or Association is not satisfied with the Administration's response, the Employee or Association may file a complaint with the appropriate administrative agency.

**ARTICLE XII**  
**CRIMINAL RECORDS CHECK**

- A.** The parties acknowledge that Section 3319.39 of the Ohio Revised Code requires the Board to release from employment someone who has been hired subject to the condition that he or she have a clean record on a criminal records check. If the records check on such a person discloses a conviction or guilty plea which disqualifies the person from employment in a position, the following procedure shall be followed:
1. Upon receipt of the report from the Bureau of Criminal Identification and Investigation, the Superintendent (or designee) shall give the person and Association President a copy of the report and written notice of the Superintendent's intention to release the Employee from employment pursuant to Section 3319.39 of the Ohio Revised Code.
  2. The Superintendent or designee shall hold a conference promptly with the person who is subject to an adverse criminal records check and an Association representative and provide that person with an opportunity to challenge, explain, or rebut the criminal record report as the basis for required release from employment under the law.
  3. The Superintendent then shall determine whether the statute requires release of the Employee and shall notify him/her of the Superintendent's decision in writing. The Superintendent's notice shall contain the effective date of the release, and the release shall become effective at the time specified by the Superintendent.
- B.** This Article is the exclusive procedure for release of an Employee from employment because of an adverse criminal records check in accordance with Section 3319.39 of the Ohio Revised Code. The Employee's release shall not be subject to any other provision of law or this collective bargaining agreement with respect to the dismissal, non-renewal, or termination of Employees. The release of an Employee pursuant to this Article is not subject to the grievance procedure.

**ARTICLE XIII**  
**FORMS**

- A.** The Association, upon request, will be furnished a copy of the District's performance evaluation forms or any other District form relevant to the provisions of this Agreement.

- B. This Article does not preclude the Board or Administration from revising forms as may be deemed appropriate in light of experience and evolving circumstances, so long as forms remain consistent with the relevant terms of this Agreement.

**ARTICLE XIV**  
**OTHER PROVISIONS**

- A. **Implementation and Duration**

This Agreement shall be the sole source of the contractual rights of the Association and any Employee covered by this Agreement. This Agreement supersedes all previous oral and written agreements between the Board and the Association and between the Board and any Employee within the bargaining unit. The parties agree that the relations between them shall be governed exclusively by the terms of this Agreement and no prior agreement, amendments, modification, alterations, additions or changes, oral or written, shall be controlling or in any way affect the relations between the parties or the wages, hours and working conditions of the Employee covered by this Agreement.

- B. **No Strikes**

For the term of this Agreement or any extension thereof, neither the Association nor any Employee shall cause or engage in a strike as defined by Section 4117.01 (H) of the Ohio Revised Code.

- C. **Conflict with Law**

If any provision of this Agreement, or any application of the provisions of this Agreement, or any agreement reached under its terms, conflicts with Ohio or federal law, regulation ruling or order, now or hereafter enacted or issued, such provisions, applications or agreement shall be inoperative but the remaining provisions herein shall remain in effect.

- D. **Waiver of Negotiations**

It is agreed that during the negotiations leading to the execution of this Agreement, the parties have had full opportunity to submit all items appropriate to collective bargaining and that the parties expressly waive the right to submit any additional item for negotiation during the term of this Agreement, irrespective of whether the item was or was not discussed during the course of negotiations leading to the execution of this Agreement.

- E. **Duration**

This Agreement shall be effective from July 1, 2013 to June 30, 2016.

**F. Printing and Distribution**

The Board shall post a copy of this Agreement on the District Intranet and make copies available to Employees upon their request.

For the Gahanna-Jefferson City School  
District Board of Education

For the Gahanna-Jefferson Education  
Association

Clarence J. Hodges  
Board President  
James H. Davis  
Superintendent  
William  
Treasurer

Jessica A. Palgout 12/13/13  
President  
Debra M. Meehan 12/13/13  
Bargaining Chairperson  
Timothy W. Skaper 12/13/13  
Bargaining Team Member  
Lynn Davis  
Labor Relations Consultant

Date: 12/9/13

Date: 12/16/2013

# Memorandum of Understanding

## Teacher Retiree Re-employment

If a retiree is re-employed s/he will be treated as a new employee. The Board retains the right to decide whether to hire a retiree, and that decision will be made on a case-by-case basis. Teachers who retire and desire to be considered for re-employment in the Gahanna-Jefferson Schools shall complete a new application, provide the required materials and attend required meetings as specified by the Human Resources and Curriculum Departments.

Out-of-district retirees or in-district retirees with a break in service of four years or more shall be required to participate in the comprehensive interview process. In-district retiree candidates (with less than a four-year break in service) shall participate in the comprehensive interview process only if changing building levels, subject area, or certification/licensure area. A Bureau of Criminal Investigation and Identification (BCII) check and a negative TB test shall be required for all out-of-district re-employed retirees and any in-district re-employed retirees with a break in service.

### Provisions

- I. Re-employed retirees (hereinafter 'retirees') are eligible for the following sequence of limited contracts: 1 year, 1 year, 2 year, 2 year, 3 year thereafter. Evaluations shall be conducted each year in which the retiree qualifies for a new contract. Tenure will not be given.
- II. Severance: Upon separating from the District after re-employment, a retiree is entitled to payment for his/her unused sick leave in accordance with the following:  
  
\$200 times the number of accrued sick leave days times one-fourth times the factor of  $(1.035)^x$  where x equals the number of years re-employed.
- III. Seniority: Annually, retirees will be placed at the bottom of the seniority classification in which they are certified/licensed to teach.
- IV. Salary Schedule placement: A re-employed retiree will be placed on the teachers' salary schedule in accordance with the normal rules for salary schedule placement of a new employee, with the understanding that in no event will the individual initially receive more than ten (10) years of vertical credit.
- V. Insurance: The Board will not cover retirees on the Gahanna-Jefferson Schools insurance plan unless legislation or STRS regulations prevent a retiree from acquiring health benefits through STRS, in which case the District will treat the retiree as a regular employee. The Board will reimburse an employee for single coverage up to \$125 month for STRS insurance

premiums. An employee who chooses to cover him/herself and spouse will be reimbursed 80% of the combined STRS premiums for individual and spouse. The amount of coverage for part-time employees shall be prorated based on the time the employee is contracted to work. A .50 employee, for example, who chooses to insure him/herself and spouse, shall be reimbursed 40% of the combined STRS premiums. (e.g.50% of 80% of the total premium)

- VI. Prior employment is no guarantee of post-retirement employment or of a particular assignment, if hired.
- VII. Tuition reimbursement will not be provided to re-employed retirees.
- VIII. STRS Contributions: the 14% Board contribution to STRS will be paid to a tax-deferred annuity.
- IX. Regular employees who retire any time during the school year will not be reconsidered for re-employment under these provisions during the balance of the year in which they retire plus one additional year.
- X. Re-employed retirees are entitled to the same contractual rights and benefits as other certificated employees with the exception of the foregoing provisions (I-IX) in this Memorandum of Understanding, as well as fee waivers, parental leave and unpaid leaves. It is understood that, with this Memorandum, the re-employed retiree may access the Sick Leave Bank for no more than 30 days once they are re-employed.

For the Board:

*Barbara J. Kelly*  
Board President      Date

*Joseph J. Jurek*  
Superintendent      Date

*William J. ...* 12/9/13  
Treasurer      Date

For the Association:

*Jennifer A. Palgout* 12/13/13  
GJEA President      Date

*Don ...* 12/13/13  
Bargaining Chair      Date

*Trishy W. ...* 12/13/13  
Bargaining Team Member      Date

APPENDIX A SALARY SCHEDULE EFFECTIVE AUGUST 1, 2013

| Years Exp | FY 2014<br>BA |          | FY 2014<br>BA+12 |          | FY 2014<br>BA150 |          | FY 2014<br>MA |          | FY 2014<br>MA+12 |          | FY 2014<br>MA+30 |          | FY 2014<br>MA+45 |          |
|-----------|---------------|----------|------------------|----------|------------------|----------|---------------|----------|------------------|----------|------------------|----------|------------------|----------|
|           | Index         | Salary   | Index            | Salary   | Index            | Salary   | Index         | Salary   | Index            | Salary   | Index            | Salary   | Index            | Salary   |
| 0         | 1.0000        | \$39,182 | 1.0450           | \$40,945 | 1.0900           | \$42,708 | 1.1400        | \$44,668 | 1.1900           | \$46,627 | 1.2400           | \$48,586 |                  |          |
| 1         | 1.0525        | \$41,239 | 1.0975           | \$43,002 | 1.1425           | \$44,765 | 1.1925        | \$46,725 | 1.2425           | \$48,684 | 1.2925           | \$50,643 |                  |          |
| 2         | 1.1050        | \$43,296 | 1.1500           | \$45,059 | 1.1950           | \$46,823 | 1.2450        | \$48,782 | 1.2950           | \$50,741 | 1.3450           | \$52,700 |                  |          |
| 3         | 1.1575        | \$45,353 | 1.2025           | \$47,116 | 1.2475           | \$48,880 | 1.2975        | \$50,839 | 1.3475           | \$52,798 | 1.3975           | \$54,757 |                  |          |
| 4         | 1.2100        | \$47,410 | 1.2550           | \$49,173 | 1.3000           | \$50,937 | 1.3500        | \$52,896 | 1.4000           | \$54,855 | 1.4500           | \$56,814 |                  |          |
| 5         | 1.2625        | \$49,467 | 1.3075           | \$51,231 | 1.3525           | \$52,994 | 1.4050        | \$55,051 | 1.4550           | \$57,010 | 1.5050           | \$58,969 |                  |          |
| 6         | 1.3150        | \$51,524 | 1.3600           | \$53,288 | 1.4050           | \$55,051 | 1.4600        | \$57,206 | 1.5100           | \$59,165 | 1.5600           | \$61,124 |                  |          |
| 7         | 1.3675        | \$53,581 | 1.4125           | \$55,345 | 1.4575           | \$57,108 | 1.5150        | \$59,361 | 1.5650           | \$61,320 | 1.6150           | \$63,279 |                  |          |
| 8         | 1.4200        | \$55,639 | 1.4650           | \$57,402 | 1.5100           | \$59,165 | 1.5700        | \$61,516 | 1.6200           | \$63,475 | 1.6700           | \$65,434 |                  |          |
| 9         | 1.4725        | \$57,696 | 1.5175           | \$59,459 | 1.5650           | \$61,320 | 1.6300        | \$63,867 | 1.6800           | \$65,826 | 1.7300           | \$67,785 |                  |          |
| 10        | 1.5275        | \$59,851 | 1.5725           | \$61,614 | 1.6200           | \$63,475 | 1.6900        | \$66,218 | 1.7400           | \$68,177 | 1.7900           | \$70,136 | 1.8350           | \$71,899 |
| 11        | 1.5825        | \$62,006 | 1.6275           | \$63,769 | 1.6750           | \$65,630 | 1.7500        | \$68,569 | 1.8000           | \$70,528 | 1.8500           | \$72,487 | 1.8950           | \$74,250 |
| 12        |               |          | 1.6825           | \$65,924 | 1.7300           | \$67,785 | 1.8100        | \$70,920 | 1.8600           | \$72,879 | 1.9100           | \$74,838 | 1.9550           | \$76,601 |
| 13        |               |          |                  |          | 1.7850           | \$69,940 | 1.8700        | \$73,270 | 1.9200           | \$75,230 | 1.9700           | \$77,189 | 2.0150           | \$78,952 |
| 14        |               |          |                  |          |                  |          | 1.9300        | \$75,621 | 1.9800           | \$77,580 | 2.0300           | \$79,540 | 2.0750           | \$81,303 |
| 15        |               |          |                  |          |                  |          | 1.9900        | \$77,972 | 2.0400           | \$79,931 | 2.0900           | \$81,890 | 2.1350           | \$83,654 |
| 16        |               |          |                  |          |                  |          |               |          |                  |          |                  |          |                  |          |
| 17        | 1.6425        | \$64,357 | 1.7425           | \$68,275 | 1.8450           | \$72,291 | 2.0500        | \$80,323 | 2.1000           | \$82,282 | 2.1500           | \$84,241 | 2.1950           | \$86,005 |
| 18        |               |          |                  |          |                  |          |               |          |                  |          |                  |          |                  |          |
| 19        | 1.7025        | \$66,707 | 1.8025           | \$70,626 | 1.9050           | \$74,642 | 2.1100        | \$82,674 | 2.1600           | \$84,633 | 2.2100           | \$86,592 | 2.2550           | \$88,356 |
| 20        |               |          |                  |          |                  |          |               |          |                  |          |                  |          |                  |          |
| 21        | 1.7625        | \$69,058 | 1.8625           | \$72,977 | 1.9650           | \$76,993 | 2.1700        | \$85,025 | 2.2200           | \$86,984 | 2.2700           | \$88,943 | 2.3150           | \$90,706 |
| 22        |               |          |                  |          |                  |          |               |          |                  |          |                  |          |                  |          |
| 23        |               |          |                  |          |                  |          |               |          |                  |          |                  |          |                  |          |
| 24        |               |          |                  |          |                  |          |               |          |                  |          |                  |          |                  |          |
| 25        |               |          |                  |          |                  |          |               |          |                  |          |                  |          |                  |          |
| 26        |               |          |                  |          |                  |          |               |          |                  |          |                  |          |                  |          |
| 27        | 1.7925        | \$70,234 | 1.8925           | \$74,152 | 1.9950           | \$78,168 | 2.2000        | \$86,200 | 2.2500           | \$88,160 | 2.3000           | \$90,119 | 2.3450           | \$91,882 |

Daily Rates

APPENDIX B SALARY SCHEDULE EFFECTIVE AUGUST 1, 2014

| Years Exp | FY 2015<br>BA |          | FY 2015<br>BA+12 |          | FY 2015<br>BA150 |          | FY 2015<br>MA |          | FY 2015<br>MA+12 |          | FY 2015<br>MA+30 |          | FY 2015<br>MA+45 |          |
|-----------|---------------|----------|------------------|----------|------------------|----------|---------------|----------|------------------|----------|------------------|----------|------------------|----------|
|           | Index         | Salary   | Index            | Salary   | Index            | Salary   | Index         | Salary   | Index            | Salary   | Index            | Salary   | Index            | Salary   |
| 0         | 1.0000        | \$39,574 | 1.0450           | \$41,355 | 1.0900           | \$43,135 | 1.1400        | \$45,114 | 1.1900           | \$47,093 | 1.2400           | \$49,072 |                  |          |
| 1         | 1.0525        | \$41,851 | 1.0975           | \$43,432 | 1.1425           | \$45,213 | 1.1925        | \$47,192 | 1.2425           | \$49,170 | 1.2925           | \$51,149 |                  |          |
| 2         | 1.1050        | \$43,729 | 1.1500           | \$45,510 | 1.1950           | \$47,291 | 1.2450        | \$49,269 | 1.2950           | \$51,248 | 1.3450           | \$53,227 |                  |          |
| 3         | 1.1575        | \$45,807 | 1.2025           | \$47,588 | 1.2475           | \$49,368 | 1.2975        | \$51,347 | 1.3475           | \$53,326 | 1.3975           | \$55,304 |                  |          |
| 4         | 1.2100        | \$47,884 | 1.2550           | \$49,665 | 1.3000           | \$51,446 | 1.3500        | \$53,425 | 1.4000           | \$55,403 | 1.4500           | \$57,382 |                  |          |
| 5         | 1.2625        | \$49,962 | 1.3075           | \$51,743 | 1.3525           | \$53,524 | 1.4050        | \$55,601 | 1.4550           | \$57,580 | 1.5050           | \$59,559 |                  |          |
| 6         | 1.3150        | \$52,040 | 1.3600           | \$53,820 | 1.4050           | \$55,601 | 1.4600        | \$57,778 | 1.5100           | \$59,756 | 1.5600           | \$61,735 |                  |          |
| 7         | 1.3675        | \$54,117 | 1.4125           | \$55,898 | 1.4575           | \$57,679 | 1.5150        | \$59,954 | 1.5650           | \$61,933 | 1.6150           | \$63,912 |                  |          |
| 8         | 1.4200        | \$56,195 | 1.4650           | \$57,976 | 1.5100           | \$59,756 | 1.5700        | \$62,131 | 1.6200           | \$64,110 | 1.6700           | \$66,088 |                  |          |
| 9         | 1.4725        | \$58,272 | 1.5175           | \$60,053 | 1.5650           | \$61,933 | 1.6300        | \$64,505 | 1.6800           | \$66,484 | 1.7300           | \$68,463 |                  |          |
| 10        | 1.5275        | \$60,449 | 1.5725           | \$62,230 | 1.6200           | \$64,110 | 1.6900        | \$66,880 | 1.7400           | \$68,858 | 1.7900           | \$70,837 | 1.8350           | \$72,618 |
| 11        | 1.5825        | \$62,626 | 1.6275           | \$64,406 | 1.6750           | \$66,286 | 1.7500        | \$69,254 | 1.8000           | \$71,233 | 1.8500           | \$73,212 | 1.8950           | \$74,992 |
| 12        |               |          | 1.6825           | \$66,583 | 1.7300           | \$68,463 | 1.8100        | \$71,829 | 1.8600           | \$73,607 | 1.9100           | \$75,586 | 1.9550           | \$77,367 |
| 13        |               |          |                  |          | 1.7850           | \$70,639 | 1.8700        | \$74,003 | 1.9200           | \$75,982 | 1.9700           | \$77,960 | 2.0150           | \$79,741 |
| 14        |               |          |                  |          |                  |          | 1.9300        | \$78,377 | 1.9800           | \$78,356 | 2.0300           | \$80,335 | 2.0750           | \$82,116 |
| 15        |               |          |                  |          |                  |          | 1.9900        | \$78,752 | 2.0400           | \$80,731 | 2.0900           | \$82,709 | 2.1350           | \$84,490 |
| 16        |               |          |                  |          |                  |          |               |          |                  |          |                  |          |                  |          |
| 17        | 1.6425        | \$65,000 | 1.7425           | \$68,957 | 1.8450           | \$73,014 | 2.0500        | \$81,126 | 2.1000           | \$83,105 | 2.1500           | \$85,084 | 2.1950           | \$86,865 |
| 18        |               |          |                  |          |                  |          |               |          |                  |          |                  |          |                  |          |
| 19        | 1.7025        | \$67,374 | 1.8025           | \$71,332 | 1.9050           | \$75,388 | 2.1100        | \$83,501 | 2.1600           | \$85,479 | 2.2100           | \$87,458 | 2.2550           | \$89,239 |
| 20        |               |          |                  |          |                  |          |               |          |                  |          |                  |          |                  |          |
| 21        | 1.7625        | \$69,748 | 1.8625           | \$73,706 | 1.9650           | \$77,763 | 2.1700        | \$85,875 | 2.2200           | \$87,854 | 2.2700           | \$89,833 | 2.3150           | \$91,613 |
| 22        |               |          |                  |          |                  |          |               |          |                  |          |                  |          |                  |          |
| 23        |               |          |                  |          |                  |          |               |          |                  |          |                  |          |                  |          |
| 24        |               |          |                  |          |                  |          |               |          |                  |          |                  |          |                  |          |
| 25        |               |          |                  |          |                  |          |               |          |                  |          |                  |          |                  |          |
| 26        |               |          |                  |          |                  |          |               |          |                  |          |                  |          |                  |          |
| 27        | 1.7925        | \$70,936 | 1.8925           | \$74,893 | 1.9950           | \$78,950 | 2.2000        | \$87,062 | 2.2500           | \$89,041 | 2.3000           | \$91,020 | 2.3450           | \$92,801 |

ADDENDUM SALARY SCHEDULE  
% OF BASE TEACHER'S SALARY

39,182 FY 14  
39,574 FY 15  
39,574 FY 16

APPENDIX C

| Exp | FY 2014 GROUP I |          | FY 2014 GROUP II |          | FY 2014 GROUP III |          | FY 2014 GROUP IV |          | FY 2014 GROUP V |          | FY 2014 GROUP VI |          | FY 2014 GROUP VII |          | FY 2014 GROUP VIII |          | FY 2014 GROUP IX |          | FY 2014 GROUP X |          | FY 2014 GROUP XI |          | FY 2014 GROUP XII |        |
|-----|-----------------|----------|------------------|----------|-------------------|----------|------------------|----------|-----------------|----------|------------------|----------|-------------------|----------|--------------------|----------|------------------|----------|-----------------|----------|------------------|----------|-------------------|--------|
|     | Index           | Salary   | Index            | Salary   | Index             | Salary   | Index            | Salary   | Index           | Salary   | Index            | Salary   | Index             | Salary   | Index              | Salary   | Index            | Salary   | Index           | Salary   | Index            | Salary   | Index             | Salary |
| 0   | 0.160           | 6,269.12 | 0.150            | 5,877.30 | 0.140             | 5,485.48 | 0.130            | 5,093.66 | 0.110           | 4,310.02 | 0.095            | 3,722.29 | 0.080             | 3,134.56 | 0.065              | 2,546.83 | 0.055            | 2,155.01 | 0.040           | 1,567.28 | 0.030            | 1,175.46 | 0.020             | 783.64 |
| 1   | 0.165           | 6,465.03 | 0.155            | 6,073.21 | 0.145             | 5,681.39 | 0.135            | 5,289.57 | 0.115           | 4,505.93 | 0.095            | 3,722.29 | 0.080             | 3,134.56 | 0.065              | 2,546.83 | 0.055            | 2,155.01 | 0.040           | 1,567.28 | 0.030            | 1,175.46 | 0.020             | 783.64 |
| 2   | 0.170           | 6,660.94 | 0.160            | 6,269.12 | 0.150             | 5,877.30 | 0.140            | 5,485.48 | 0.120           | 4,701.84 | 0.100            | 3,918.20 | 0.085             | 3,330.47 | 0.070              | 2,742.74 | 0.060            | 2,350.92 | 0.040           | 1,567.28 | 0.030            | 1,175.46 | 0.020             | 783.64 |
| 3   | 0.175           | 6,856.85 | 0.165            | 6,465.03 | 0.155             | 6,073.21 | 0.145            | 5,681.39 | 0.125           | 4,897.75 | 0.100            | 3,918.20 | 0.085             | 3,330.47 | 0.070              | 2,742.74 | 0.060            | 2,350.92 | 0.045           | 1,763.19 | 0.030            | 1,175.46 | 0.020             | 783.64 |
| 4   | 0.180           | 7,052.76 | 0.170            | 6,660.94 | 0.160             | 6,269.12 | 0.150            | 5,877.30 | 0.130           | 5,093.66 | 0.105            | 4,114.11 | 0.090             | 3,526.38 | 0.075              | 2,938.65 | 0.065            | 2,546.83 | 0.045           | 1,763.19 | 0.030            | 1,175.46 | 0.020             | 783.64 |
| 5   | 0.195           | 7,640.49 | 0.185            | 7,248.67 | 0.175             | 6,856.85 | 0.160            | 6,269.12 | 0.135           | 5,289.57 | 0.105            | 4,114.11 | 0.090             | 3,526.38 | 0.075              | 2,938.65 | 0.065            | 2,546.83 | 0.045           | 1,763.19 | 0.030            | 1,175.46 | 0.020             | 783.64 |
| 6   | 0.200           | 7,836.40 | 0.190            | 7,444.58 | 0.180             | 7,052.76 | 0.165            | 6,465.03 | 0.140           | 5,485.48 | 0.110            | 4,310.02 | 0.095             | 3,722.29 | 0.080              | 3,134.56 | 0.070            | 2,742.74 | 0.045           | 1,763.19 | 0.030            | 1,175.46 | 0.020             | 783.64 |
| 7   | 0.205           | 8,032.31 | 0.195            | 7,640.49 | 0.185             | 7,248.67 | 0.170            | 6,660.94 | 0.145           | 5,681.39 | 0.115            | 4,505.93 | 0.095             | 3,722.29 | 0.080              | 3,134.56 | 0.070            | 2,742.74 | 0.050           | 1,959.10 | 0.030            | 1,175.46 | 0.020             | 783.64 |
| 8   | 0.210           | 8,228.22 | 0.200            | 7,836.40 | 0.190             | 7,444.58 | 0.175            | 6,856.85 | 0.150           | 5,877.30 | 0.120            | 4,701.84 | 0.100             | 3,918.20 | 0.085              | 3,330.47 | 0.070            | 2,742.74 | 0.050           | 1,959.10 | 0.030            | 1,175.46 | 0.020             | 783.64 |
| 9   | 0.215           | 8,424.13 | 0.205            | 8,032.31 | 0.195             | 7,640.49 | 0.180            | 7,052.76 | 0.155           | 6,073.21 | 0.125            | 4,897.75 | 0.105             | 4,114.11 | 0.085              | 3,330.47 | 0.075            | 2,938.65 | 0.050           | 1,959.10 | 0.030            | 1,175.46 | 0.020             | 783.64 |
| 10  | 0.220           | 8,620.04 | 0.210            | 8,228.22 | 0.200             | 7,836.40 | 0.185            | 7,248.67 | 0.160           | 6,269.12 | 0.130            | 5,093.66 | 0.110             | 4,310.02 | 0.090              | 3,526.38 | 0.075            | 2,938.65 | 0.055           | 2,155.01 | 0.030            | 1,175.46 | 0.020             | 783.64 |

| Exp | FY 2015 GROUP I |          | FY 2015 GROUP II |          | FY 2015 GROUP III |          | FY 2015 GROUP IV |          | FY 2015 GROUP V |          | FY 2015 GROUP VI |          | FY 2015 GROUP VII |          | FY 2015 GROUP VIII |          | FY 2015 GROUP IX |          | FY 2015 GROUP X |          | FY 2015 GROUP XI |          | FY 2015 GROUP XII |        |
|-----|-----------------|----------|------------------|----------|-------------------|----------|------------------|----------|-----------------|----------|------------------|----------|-------------------|----------|--------------------|----------|------------------|----------|-----------------|----------|------------------|----------|-------------------|--------|
|     | Index           | Salary   | Index            | Salary   | Index             | Salary   | Index            | Salary   | Index           | Salary   | Index            | Salary   | Index             | Salary   | Index              | Salary   | Index            | Salary   | Index           | Salary   | Index            | Salary   | Index             | Salary |
| 0   | 0.160           | 6,331.84 | 0.150            | 5,936.10 | 0.140             | 5,540.36 | 0.130            | 5,144.62 | 0.110           | 4,353.14 | 0.095            | 3,759.53 | 0.080             | 3,165.92 | 0.065              | 2,572.31 | 0.055            | 2,176.57 | 0.040           | 1,582.96 | 0.030            | 1,187.22 | 0.020             | 791.48 |
| 1   | 0.165           | 6,529.71 | 0.155            | 6,133.97 | 0.145             | 5,738.23 | 0.135            | 5,342.49 | 0.115           | 4,551.01 | 0.095            | 3,759.53 | 0.080             | 3,165.92 | 0.065              | 2,572.31 | 0.055            | 2,176.57 | 0.040           | 1,582.96 | 0.030            | 1,187.22 | 0.020             | 791.48 |
| 2   | 0.170           | 6,727.58 | 0.160            | 6,331.84 | 0.150             | 5,936.10 | 0.140            | 5,540.36 | 0.120           | 4,748.88 | 0.100            | 3,957.40 | 0.085             | 3,363.79 | 0.070              | 2,770.18 | 0.060            | 2,374.44 | 0.040           | 1,582.96 | 0.030            | 1,187.22 | 0.020             | 791.48 |
| 3   | 0.175           | 6,925.45 | 0.165            | 6,529.71 | 0.155             | 6,133.97 | 0.145            | 5,738.23 | 0.125           | 4,946.75 | 0.100            | 3,957.40 | 0.085             | 3,363.79 | 0.070              | 2,770.18 | 0.060            | 2,374.44 | 0.045           | 1,780.83 | 0.030            | 1,187.22 | 0.020             | 791.48 |
| 4   | 0.180           | 7,123.32 | 0.170            | 6,727.58 | 0.160             | 6,331.84 | 0.150            | 5,936.10 | 0.130           | 5,144.62 | 0.105            | 4,155.27 | 0.090             | 3,561.66 | 0.075              | 2,968.05 | 0.065            | 2,572.31 | 0.045           | 1,780.83 | 0.030            | 1,187.22 | 0.020             | 791.48 |
| 5   | 0.195           | 7,716.93 | 0.185            | 7,321.19 | 0.175             | 6,925.45 | 0.160            | 6,331.84 | 0.135           | 5,342.49 | 0.105            | 4,155.27 | 0.090             | 3,561.66 | 0.075              | 2,968.05 | 0.065            | 2,572.31 | 0.045           | 1,780.83 | 0.030            | 1,187.22 | 0.020             | 791.48 |
| 6   | 0.200           | 7,914.80 | 0.190            | 7,519.06 | 0.180             | 7,123.32 | 0.165            | 6,529.71 | 0.140           | 5,540.36 | 0.110            | 4,353.14 | 0.095             | 3,759.53 | 0.080              | 3,165.92 | 0.070            | 2,770.18 | 0.045           | 1,780.83 | 0.030            | 1,187.22 | 0.020             | 791.48 |
| 7   | 0.205           | 8,112.67 | 0.195            | 7,716.93 | 0.185             | 7,321.19 | 0.170            | 6,727.58 | 0.145           | 5,738.23 | 0.115            | 4,551.01 | 0.095             | 3,759.53 | 0.080              | 3,165.92 | 0.070            | 2,770.18 | 0.050           | 1,978.70 | 0.030            | 1,187.22 | 0.020             | 791.48 |
| 8   | 0.210           | 8,310.54 | 0.200            | 7,914.80 | 0.190             | 7,519.06 | 0.175            | 6,925.45 | 0.150           | 5,936.10 | 0.120            | 4,748.88 | 0.100             | 3,957.40 | 0.085              | 3,363.79 | 0.070            | 2,770.18 | 0.050           | 1,978.70 | 0.030            | 1,187.22 | 0.020             | 791.48 |
| 9   | 0.215           | 8,508.41 | 0.205            | 8,112.67 | 0.195             | 7,716.93 | 0.180            | 7,123.32 | 0.155           | 6,133.97 | 0.125            | 4,946.75 | 0.105             | 4,155.27 | 0.085              | 3,363.79 | 0.075            | 2,968.05 | 0.050           | 1,978.70 | 0.030            | 1,187.22 | 0.020             | 791.48 |
| 10  | 0.220           | 8,706.28 | 0.210            | 8,310.54 | 0.200             | 7,914.80 | 0.185            | 7,321.19 | 0.160           | 6,331.84 | 0.130            | 5,144.62 | 0.110             | 4,353.14 | 0.090              | 3,561.66 | 0.075            | 2,968.05 | 0.055           | 2,176.57 | 0.030            | 1,187.22 | 0.020             | 791.48 |

| Exp | FY 2016 GROUP I |          | FY 2016 GROUP II |          | FY 2016 GROUP III |          | FY 2016 GROUP IV |          | FY 2016 GROUP V |          | FY 2016 GROUP VI |          | FY 2016 GROUP VII |          | FY 2016 GROUP VIII |          | FY 2016 GROUP IX |          | FY 2016 GROUP X |          | FY 2016 GROUP XI |          | FY 2016 GROUP XII |        |
|-----|-----------------|----------|------------------|----------|-------------------|----------|------------------|----------|-----------------|----------|------------------|----------|-------------------|----------|--------------------|----------|------------------|----------|-----------------|----------|------------------|----------|-------------------|--------|
|     | Index           | Salary   | Index            | Salary   | Index             | Salary   | Index            | Salary   | Index           | Salary   | Index            | Salary   | Index             | Salary   | Index              | Salary   | Index            | Salary   | Index           | Salary   | Index            | Salary   | Index             | Salary |
| 0   | 0.160           | 6,331.84 | 0.150            | 5,936.10 | 0.140             | 5,540.36 | 0.130            | 5,144.62 | 0.110           | 4,353.14 | 0.095            | 3,759.53 | 0.080             | 3,165.92 | 0.065              | 2,572.31 | 0.055            | 2,176.57 | 0.040           | 1,582.96 | 0.030            | 1,187.22 | 0.020             | 791.48 |
| 1   | 0.165           | 6,529.71 | 0.155            | 6,133.97 | 0.145             | 5,738.23 | 0.135            | 5,342.49 | 0.115           | 4,551.01 | 0.095            | 3,759.53 | 0.080             | 3,165.92 | 0.065              | 2,572.31 | 0.055            | 2,176.57 | 0.040           | 1,582.96 | 0.030            | 1,187.22 | 0.020             | 791.48 |
| 2   | 0.170           | 6,727.58 | 0.160            | 6,331.84 | 0.150             | 5,936.10 | 0.140            | 5,540.36 | 0.120           | 4,748.88 | 0.100            | 3,957.40 | 0.085             | 3,363.79 | 0.070              | 2,770.18 | 0.060            | 2,374.44 | 0.040           | 1,582.96 | 0.030            | 1,187.22 | 0.020             | 791.48 |
| 3   | 0.175           | 6,925.45 | 0.165            | 6,529.71 | 0.155             | 6,133.97 | 0.145            | 5,738.23 | 0.125           | 4,946.75 | 0.100            | 3,957.40 | 0.085             | 3,363.79 | 0.070              | 2,770.18 | 0.060            | 2,374.44 | 0.045           | 1,780.83 | 0.030            | 1,187.22 | 0.020             | 791.48 |
| 4   | 0.180           | 7,123.32 | 0.170            | 6,727.58 | 0.160             | 6,331.84 | 0.150            | 5,936.10 | 0.130           | 5,144.62 | 0.105            | 4,155.27 | 0.090             | 3,561.66 | 0.075              | 2,968.05 | 0.065            | 2,572.31 | 0.045           | 1,780.83 | 0.030            | 1,187.22 | 0.020             | 791.48 |
| 5   | 0.195           | 7,716.93 | 0.185            | 7,321.19 | 0.175             | 6,925.45 | 0.160            | 6,331.84 | 0.135           | 5,342.49 | 0.105            | 4,155.27 | 0.090             | 3,561.66 | 0.075              | 2,968.05 | 0.065            | 2,572.31 | 0.045           | 1,780.83 | 0.030            | 1,187.22 | 0.020             | 791.48 |
| 6   | 0.200           | 7,914.80 | 0.190            | 7,519.06 | 0.180             | 7,123.32 | 0.165            | 6,529.71 | 0.140           | 5,540.36 | 0.110            | 4,353.14 | 0.095             | 3,759.53 | 0.080              | 3,165.92 | 0.070            | 2,770.18 | 0.045           | 1,780.83 | 0.030            | 1,187.22 | 0.020             | 791.48 |
| 7   | 0.205           | 8,112.67 | 0.195            | 7,716.93 | 0.185             | 7,321.19 | 0.170            | 6,727.58 | 0.145           | 5,738.23 | 0.115            | 4,551.01 | 0.095             | 3,759.53 | 0.080              | 3,165.92 | 0.070            | 2,770.18 | 0.050           | 1,978.70 | 0.030            | 1,187.22 | 0.020             | 791.48 |
| 8   | 0.210           | 8,310.54 | 0.200            | 7,914.80 | 0.190             | 7,519.06 | 0.175            | 6,925.45 | 0.150           | 5,936.10 | 0.120            | 4,748.88 | 0.100             | 3,957.40 | 0.085              | 3,363.79 | 0.070            | 2,770.18 | 0.050           | 1,978.70 | 0.030            | 1,187.22 | 0.020             | 791.48 |
| 9   | 0.215           | 8,508.41 | 0.205            | 8,112.67 | 0.195             | 7,716.93 | 0.180            | 7,123.32 | 0.155           | 6,133.97 | 0.125            | 4,946.75 | 0.105             | 4,155.27 | 0.085              | 3,363.79 | 0.075            | 2,968.05 | 0.050           | 1,978.70 | 0.030            | 1,187.22 | 0.020             | 791.48 |
| 10  | 0.220           | 8,706.28 | 0.210            | 8,310.54 | 0.200             | 7,914.80 | 0.185            | 7,321.19 | 0.160           | 6,331.84 | 0.130            | 5,144.62 | 0.110             | 4,353.14 | 0.090              | 3,561.66 | 0.075            | 2,968.05 | 0.055           | 2,176.57 | 0.030            | 1,187.22 | 0.020             | 791.48 |

APPENDIX D

Pupil Activity Permit not required

CLASSIFICATIONS OF ADDENDUM GROUPS

Revised October 2013

| GROUP I  |   | GROUP II   |   | GROUP III   |                    |
|--|---|--|---|---|--------------------|
| Assistant Athletic Director – LHS                    | 1 @ 80%   | Basketball Head Coach – LHS Boys (Winter)                  | 1 plus 4 Asst.  | Instrumental Music Director – LHS   | 1 plus 3 Asst.     |
| Football Head Coach – LHS (Fall)                     | 1 plus 9 Asst.  | Basketball Head Coach – LHS Girls (Winter)                 | 1 plus 3 Asst.  | Track Head Coach – Boys (Spring)  | 1 plus 3 Asst.     |
|  |   | Wrestling Head Coach – LHS (Winter)                        | 1 plus 3 Asst.  | Track Head Coach – Girls (Spring)   | 1 plus 3 Asst.     |
| GROUP IV   |   | GROUP V  |   | GROUP VI  |                    |
| Baseball Head Coach – LHS (Spring)                   | 1 plus 3 Asst.  | Choir Director – LHS                                       | 1 total   | Basketball Cheerleading Coach – LHS (Winter)  | 1 plus 1 Asst.     |
| Soccer Head Coach – LHS Boys (Fall)                  | 1 plus 3 Asst.  | Drill Team Advisor – LHS (Winter)                          | 1 total   | Cross Country Head Coach – LHS Boys (Fall)  | 1 plus 1 Asst.     |
| Soccer Head Coach – LHS Girls (Fall)                 | 1 plus 3 Asst.  | Fall Equipment Manager – LHS                               | 1 total   | Cross Country Head Coach – LHS Girls (Fall)   | 1 plus 1 Asst.     |
| Softball Head Coach – LHS (Spring)                   | 1 plus 3 Asst.  | Musical Director – LHS (Spring)                            | 1 plus 2 Asst.  | Football Cheerleading Coach – LHS (Fall)  | 1 plus 1 Asst.     |
| Volleyball Head Coach – LHS Boys (Spring)            | 1 plus 3 Asst.  |  |   | Golf Head Coach – LHS Boys (Fall)   | 1 plus 1 Asst.     |
| Volleyball Head Coach – LHS Girls (Fall)             | 1 plus 3 Asst.  |  |   | Golf Head Coach – LHS Girls (Fall)  | 1 plus 1 Asst.     |
| GROUP VII  |   | GROUP VIII   |   | Ice Hockey Head Coach – LHS (Winter)  | 1 plus 1 Asst.     |
| Debate Advisor – LHS                                 | 1 plus 2 Asst.  | Activities Director/Student Council Advisor – LHS          | 1 total   | Lacrosse Head Coach – LHS Boys (Spring)   | 1 plus 1 Asst.     |
| Play Director – LHS                                  | 1 plus 1 Asst.  | Athletic Academic Intervention Coordinator – LHS           | 13-14 – \$25.31/hr.<br>14-15 – \$25.57/hr.<br>15-16 – \$25.57/hr. | Lacrosse Head Coach – LHS Girls (Spring)  | 1 plus 1 Asst.     |
| Winter/Spring Equipment Manager – LHS                | 1 total   | Varsity Varieties Director – LHS (Spring)                  | 1 total   | Swimming Head Coach – LHS (Winter)  | 1 plus 2 Asst.     |
| Yearbook Advisor – LHS                               | 1 total   | In The Know Advisor – LHS                                  | 1 total   | Tennis Head Coach – LHS Boys (Spring)   | 1 plus 1 Asst.     |
| MIDDLE SCHOOL  |   | Newspaper Advisor – LHS                                    | 1 total   | Tennis Head Coach – LHS Girls (Fall)  | 1 plus 1 Asst.     |
| Basketball Head Coach – Middle School Boys (Winter)  | 1 total Gr. 7<br>1 total Gr. 8  | MIDDLE SCHOOL  |   | GROUP IX  |                    |
| Basketball Head Coach – Middle School Girls (Winter) | 1 total Gr. 7<br>1 total Gr. 8  | Cross Country Head Coach – Middle School Boys/Girls (Fall) | 1 plus 1 Asst.  | Department Chairpersons – LHS   | 11 total           |
| Football Head Coach – Middle School (Fall)           | 1 plus 1 Asst. Gr. 7<br>1 plus 1 Asst. Gr. 8  |  |   | TV Studio Advisors – LHS  | 2 total            |
| Softball Head Coach – Middle School (Spring)         | 1 total Gr. 7<br>1 total Gr. 8  |  |   | ELEMENTARY SCHOOL   |                    |
| Track Head Coach – Middle School Boys (Spring)       | 1 plus 1 Asst. (NOTE: Due to #s for Track – additional Asst. for every 25 athletes) |  |   | Head Teachers – Elementary  | 7 total            |
| Track Head Coach – Middle School Girls (Spring)      | 1 plus 1 Asst. (NOTE: Due to #s for Track – additional Asst. for every 25 athletes) |  |   | MIDDLE SCHOOL   |                    |
| Volleyball Head Coach – Middle School Girls (Fall)   | 1 total Gr. 7<br>1 total Gr. 8  |  |   | Team Leaders* – Middle School<br>(*One stipend per school at Step 0)<br>MSE and MSS have 9; MSW has 8 | 27 total*          |
| Wrestling Head Coach – Middle School (Winter)        | 1 plus 1 Asst.  |  |   |   |                    |
| GROUP X (*stipend fixed at Step 0)                   |   | GROUP XI   |   | GROUP XII   |                    |
| Bowling Head Coach Boys/Girls – LHS (Winter)         | 1 total   | Mentor Teacher – District                                  | No limit  | Choreographer – LHS (Spring)  | 1 total            |
| National Honor Society – LHS                         | 1 total   | Cheerleading Competition Advisor – LHS (Winter)            | 1 total   | Pep Band Director – LHS (Winter)  | 1 total            |
| Renaissance Advisor* – LHS                           | 1 total*  | Stomp Team Advisor – LHS                                   | 1 total   | ELEMENTARY SCHOOL   |                    |
| Varsity “L” Advisor – LHS                            | 1 total   | ELEMENTARY SCHOOL  |   | Safety Patrol – Elementary<br>None at BL because there are no walkers                                 | 1/school (6 total) |
| MIDDLE SCHOOL  |   | Academic Intervention Coordinator – Elementary             | 1/school (7 total)  |   |                    |
| Golf Head Coach – Middle School Boys/Girls (Fall)    | 1 total for all 3 MS  | Intervention Assistance Team Chairperson – Elementary      | 1/school (7 total)  |   |                    |
| Intramurals – Middle School                          | 3/school (9 total)  | MIDDLE SCHOOL  |   |   |                    |
| Middle School Game Manager* (Fall)                   | 1/school (3 total)*   | Athletic Academic Intervention Coord. – Middle School      | 1/school (3 total)  |   |                    |
| Middle School Game Manager* (Winter)                 | 1/school (3 total)*   | Power of the Pen Advisor – Middle School                   | 1/school (3 total)  |   |                    |
| Tennis Head Coach – Middle School Boys (Spring)      | 1 total for all 3 MS  | Student Council Advisor – Middle School                    | 1/school (3 total)  |   |                    |
| Tennis Head Coach – Middle School Girls (Fall)       | 1 total for all 3 MS  |  |   |   |                    |
| Renaissance Advisor* – Middle School                 | 1/school (3 total)*   |  |   | VOLUNTEER POSITION  |                    |
| Yearbook Advisor – Middle School                     | 1/school (3 total)  |  |   | Cheer Club – Middle School  |                    |

## APPENDIX E

### **BOARD OF EDUCATION POLICY ON EVALUATION OF INSTRUCTIONAL STAFF**

This is a comprehensive standards based program of evaluations of Instructional Staff. Instructional Staff is defined as District employees who are employed under a teacher license issued under Ohio Revised Code Chapter 33, or under a professional or permanent teacher's certificate issued under former section 3319.222 and who spend at least 50% of the time providing student instruction. Instructional staff shall be evaluated in accordance with O.R.C. Sections 3319.111 and 3319.112 consistent with the Framework adopted by the Ohio State Board of Education.

This evaluation policy is intended to provide an evaluation model that is research-based, transparent, fair, and adaptable to the needs of the District.

#### **Definitions**

- A. **Evaluation Framework**: The document created and approved by the Ohio Department of Education (ODE) in accordance with section 3319.111 (A) of the Ohio Revised Code that establishes the standards-based framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.
- B. **Evaluation Factors**: The multiple measures that are required by law to be used in the teacher evaluation procedure. The two factors, which are weighted equally, are student growth measures at fifty (50) percent and teacher performance at fifty (50) percent.
- C. **Student Growth Measure (SGM)**: Tool or assessment that is used to measure, or determine, student academic growth. As an evaluation factor, the SGM dimension is based on value-added scores, assessments from ODE's list of assessments for teachers where value-added score are not available, and from local measures of student growth based on student learning objectives (SLOs). SGM results are reported as: above expected levels of student growth, expected levels of student growth, below expected levels of student growth.
- D. **Teacher Performance**: The assessment of a teacher's performance, resulting in a performance rating. As an evaluation factor, the teacher performance dimension is based on direct observations and walkthroughs that are performed by a credentialed evaluator. Teacher performance results are reported as a teacher performance rating that may be coded as "1" indicating the lowest performance to "4" indicating highest performance.
- E. **Evaluation Rating**: The final, summative evaluation level that is assigned to a teacher based on evaluations that are conducted pursuant to the terms of the Collective Bargaining Agreement between the Board of Education and the Gahanna Jefferson Education Association. The evaluation rating is assigned at the conclusion of the evaluation cycle when the teacher performance rating is combined with the results of student growth measures where fifty (50) percent of the evaluation rating is based on student growth measures and fifty (50) percent of the evaluation rating is based on a teacher performance rating. Each completed evaluation will

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

**Teacher Performance**

|                |          | 4          | 3          | 2          | 1          |
|----------------|----------|------------|------------|------------|------------|
| Student Growth |          |            |            | Proficient | Developing |
|                | Expected | Proficient | Proficient | Developing | Developing |
|                |          | Developing | Developing |            |            |

- F. **Evaluation Cycle:** The period of time for the completion of the evaluation procedure. The evaluation cycle is completed when student growth measures resulting from assessments that were administered in the previous school year are combined with the performance ratings resulting from performance assessments that are conducted for the current school year to assign an evaluation rating.
- G. **Evaluation Instrument:** The process, forms, and or instruments used by the administrator to observe and evaluate teachers. The instrument meets the guidelines of law and is the responsibility of management as prescribed in Article XIII of the Collective Bargaining Agreement between the Board of Education and the Gahanna Jefferson Education Association.
- H. **Student Learning Objectives (SLO):** A measurable, long-term academic growth target that a teacher sets at the beginning of the year for all students or for subgroups of students over a given interval of instruction based upon baseline data gathered at the beginning of the course.
- I. **Ohio Teacher Evaluations:** The method used by the District to electronically report ODE aggregate final, summative teacher evaluation ratings. The District shall report the number of teachers for whom an evaluation was conducted and the number of teachers assigned to each evaluation rating.

## **Procedures**

A. Each teacher will be evaluated using multiple factors from the following categories (as weighted):

1. Student Growth Measures (50%).

- Student academic growth will be measured through the inclusion of value-added scores where value-added scores are available from the Ohio Department of Education (ODE) consistent with O.R.C. Section 3319.112.
- The District may administer assessments chosen from the Ohio Department of Education's assessment list for teachers of subjects where value-added scores are not available and/or local measures of student growth using state-designed criteria and guidance.

In calculating student academic growth for an evaluation, a student shall not be included if the student has forty-five or more excused or unexcused absences for the school year.

2. Teacher Performance (50%).

Factors considered in assessment of teacher performance may include: rapport with students, positive learning environment, mastery of academic content, appropriate implementation of instructional and assessment strategies, collaboration and communications with school/District staff, and professional responsibility and growth.

Each evaluation will consist of two (2) formal observations of the teacher at least thirty (30) minutes each in duration, as well as at least two (2) periodic classroom walkthroughs.

Each teacher shall be evaluated at least once each school year. The evaluation will be completed by May 1st and each teacher will receive a written report of the results of his/her evaluation by May 10th.

### **Observations of Limited/Extended Limited Contract Teacher Under Consideration for Non-Renewal**

Each teacher on a limited contract or extended limited contract who is under consideration for nonrenewal shall have at least three (3) formal observations.

B. General Provisions

1. The Board adopts the following procedures to be used by district administrators to improve the quality of instruction students receive, improve student learning, strengthen professional competence, in making teacher retention and promotion decisions and for the removal of poorly performing teachers:
  - a. Consistent with any applicable provisions of the Collective Bargaining Agreement between the Board of Education and the Gahanna Jefferson Education Association,

**the evaluations produced will serve to inform the Board on employment decisions, including retention and promotion decisions and the removal of poorly performing teachers.**

- b. The removal of poorly performing teachers and retention and promotion decisions shall be in accordance with the Ohio Revised Code and any applicable provisions of the Collective Bargaining Agreement between the Board of Education and the Gahanna Jefferson Education Association.**
- 2. In accordance with Ohio Revised Code Section 3319.112(B)(1), the following levels of performance for teachers will be utilized in assigning final ratings for evaluations: Accomplished, Skilled, Developing, Ineffective.**
- 3. The Board's plan for the allocation of financial resources to support professional development is as follows:**
  - a. The determinations of the Superintendent for priority in the use of resources.**
  - b. Consideration by the Board annually of the amount of public money that can be devoted to professional development, given the District's financial condition and other needs.**
  - c. The optimization of available federal, state or organizational grants, for professional development.**
  - d. The Board will comply with professional development requirements of O.R.C. 3319.58 as a priority.**

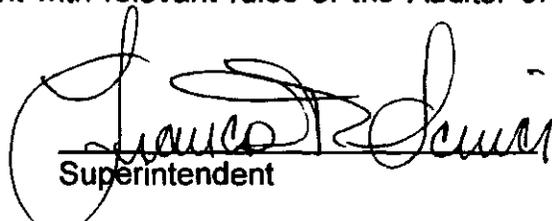
**This policy does not apply to the Superintendent, administrators, psychologists, teacher supplemental contracts, or teachers employed as substitutes or to any person employed under a teacher license/certificate that spends less than fifty percent (50%) providing student instruction.**

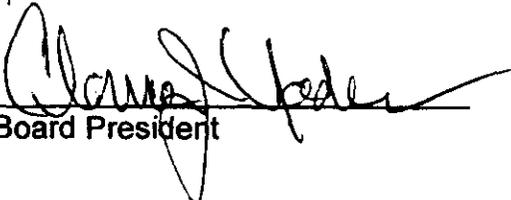
R.C. 5705.412 CERTIFICATION OF  
ADEQUATE REVENUE FOR CONTRACT

The Gahanna Jefferson City School District has in effect the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the District at the time of this certification, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel and programs for all the days set forth in its adopted school calendars and in future fiscal years for the term of the Agreement between the Board and the Gahanna Jefferson Education Association, effective from July 1, 2013 through June 30, 2016.

The District's estimates of revenue and determination of whether such revenue is sufficient to provide necessary operating revenue for the purpose of making certifications required were made consistent with relevant rules of the Auditor of State and Department of Education.

  
\_\_\_\_\_  
Treasurer

  
\_\_\_\_\_  
Superintendent

  
\_\_\_\_\_  
Board President