

STATE EMPLOYMENT
RELATIONS BOARD

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COLLECTIVE BARGAINING AGREEMENT

between the

**DANBURY LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**

and the

DANBURY EDUCATION ASSOCIATION

**August 1, 2010 through July 31, 2013
MOU for August 1, 2013 through July 31, 2015**

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ARTICLE I – NEGOTIATIONS

1.01 PREAMBLE

The Board of Education will adopt and abide by the Code of Ethics as presented by the Ohio Education School Board's Association for Board of Education. The administrators will adopt and abide by the Code of Ethics as presented by the Buckeye Association of School Administrators and the D.E.A. will adopt the code of ethics of the education profession as recommended by N.E.A. and O.E.A.

1.02 RECOGNITION

The Danbury Board of Education, hereinafter "Employer" or "District" hereby recognizes the Danbury Education Association/OEA/NEA Local, hereafter the "Association" as the sole and exclusive bargaining representative for full and part-time teachers, LD tutors, guidance counselors, librarians, school nurses with a bachelor's degree or higher, and substitutes after sixty (60) days of teaching in the same position, except a permanent substitute. The Association recognizes that the Superintendent, Principals, Dean of Students/Assistant Principal, Permanent Substitute, or other Administrative personnel as defined in Chapter 4117 O.R.C. are excluded from the bargaining unit. The employer recognizes that Association representation will include any newly created certificated position unless employment into the position is governed by Section 3319.02 O.R.C.

1.03 COLLECTIVE BARGAINING PROCEDURE

- A. The Board of Education recognizes the Association as the sole and exclusive bargaining agent for all members of the bargaining unit in the school district. The only personnel not eligible for membership in the bargaining unit are the Superintendent, Assistant Superintendent, Principals, and other Administrative personnel as defined in Chapter 4117 O.R.C.
- B. Either the Association or the Board may initiate negotiations by letter of submission forwarded to the other party. The party must serve the notice not less than sixty (60) days prior to the expiration date of the existing agreement.
- C. Within ten (10) working days of transmittal of said submission letter the parties shall hold their first negotiation session. At any negotiation session, either party may be represented by no more than five (5) representatives.
- D. If after sixty (60) calendar days from the first negotiation session agreement has not been reached on all items under negotiation, either party may call for the services of the Federal Mediation and Conciliation Services to assist in negotiations. If a party calls for mediation involvement, the other party shall join in a joint request.

- E. The Board of Education and the Association agree that the aforementioned Federal Mediation shall supersede all other dispute settlement procedures contained in Chapter 4117.14 O.R.C. The Board of Education further agrees that the members of the bargaining unit have the right to strike under Chapter 4117.14 of the Revised Code provided that the employee organization representing the employees has given a ten (10) day prior written notice of an intent to strike to the public employer and to the Board.

1.04 GROUND RULES FOR NEGOTIATIONS

- A. Negotiations meetings shall be preceded by a letter of request from the party wishing to initiate negotiations.
- B. Negotiations shall commence within ten (10) days of receipt of said letter unless an extension of time is mutually agreed upon by the Board of Education and the Association.
- C. All issues for negotiations by the Association and the Board shall be submitted in writing at the first meeting. No additional issues shall be submitted by either party following the designated meeting, unless agreed upon by both parties.
- D. The following shall be determined at the commencement of each meeting prior to proceeding to negotiation items:
 - 1. The time, date and place of the next meeting.
 - 2. The agenda for the meeting in session.
- E. The length of the meetings, including caucus periods, may not exceed two (2) hours unless an extension is mutually agreed upon.
- F. Each caucus period shall be limited to thirty (30) minutes unless an extension of time is mutually agreed upon.
- G. Each party hereto shall negotiate in good faith, which includes, but is not limited to, the obligation of each party to give its specific reasons if a proposal is unacceptable to one of the parties.
- H. Any lawful conduct and any conduct not in violation of the contract shall not be the cause for reprisal.

1.05 MANAGEMENT RIGHTS

The Board hereby retains and reserves unto itself, without limitation, all powers, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio and of the United States, except as altered by the provisions of this

contract. The exercise of these powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this contract and Ohio Statutes.

ARTICLE II – GRIEVANCE PROCEDURE

2.01 INTRODUCTION

The principle of this grievance procedure is to insure the orderly, professional operation of the District. If a problem involving or disrupting any phase of this system within the scope of the definition of a grievance should arise, this document specifically and systematically allows all persons concerned to reach a logical and satisfactory solution.

2.02 DEFINITIONS

- A. A “grievance” shall mean a complaint by a bargaining unit member or the Association that there has been a violation, misapplication or misinterpretation of one or more of the provisions of a contract.
- B. An “aggrieved person” or “grievant” is the person(s) making the complaint.
- C. A “party in interest” is the person(s) making the complaint and any person against whom action might be taken to resolve the complaint.
- D. Danbury employees have the right to present grievances and have them adjusted without the intervention of the bargaining representative, as long as the adjustment is not inconsistent with the terms of the collective bargaining agreement in effect and as long as the bargaining representative has the opportunity to be present at all levels where an adjustment may be made.
- E. The term “days” when used in this document shall mean working days unless otherwise indicated. Thus, weekends and vacation days are excluded.

2.03 INITIATION AND PROCESSING

A. Level One

- 1. A grievant with a grievance will first discuss it with his/her Principal with the objective of resolving the matter informally. This discussion must occur within sixty (60) days of the act or condition giving rise to the grievance or the grievance is waived.

2. If the aggrieved person is not satisfied with the disposition of his/her grievance, his/her representative may file a written grievance with his/her Principal within fifteen (15) days following the discussion step of Level One. The Grievance Form to be utilized in the processing of all grievances is attached hereto (see Appendix A). Within five (5) days of receipt of the written grievance, the Principal will arrange a hearing with the representative for discussion. The Principal shall communicate his/her decision in writing within five (5) days of the meeting to the representative of the grievant.

B. Level Two

1. Within five (5) days of receipt by the representative of the decision rendered by the Principal, such decision may be appealed to the Superintendent. The appeal shall include:
 - a) a copy of the grievance,
 - b) a copy of the decision,
 - c) the grounds for appeal,
 - d) the names of all parties in interest.

Copies of the written appeal are to be sent by the representative to the Superintendent and to the DEA.

2. The appeal shall be heard by the Superintendent within ten (10) days of its receipt by him/her. Five (5) days prior to the hearing, written notice of the time and place shall be given to the grievant, the representative, and the Principal who has previously been involved in the grievance.
3. Within ten (10) days of hearing the appeal, the Superintendent shall communicate to the grievant and all other parties officially present at the hearing his/her written decision, including supporting reasons. A copy of the decision shall be sent to the representative.

C. Level Three

1. Within ten (10) days of receipt by the grievant of the decision rendered by the Superintendent, such decision may be appealed to the Board of Education. The appeal shall include:
 - a) a copy of the grievance,
 - b) a copy of the decision of the Principal,

- c) a copy of the decision of the Superintendent,
- d) the grounds for appeal,
- e) and the names of all persons officially present at the hearings.

Each person officially present at the hearings shall receive a copy of the appeal, each Board member and the Board Treasurer.

- 2. The appeal shall be heard by the Board at the next regularly scheduled meeting in executive session or at a special meeting held not more than twenty (20) days from the date of appeal. Five (5) days prior to the hearing, written notice of the time and place shall be given to the grievant, the representative, and the Superintendent and the Principal who has previously been involved in the grievance.
- 3. Within ten (10) days of hearing the appeal, the Board of Education shall communicate to the grievant and all other parties officially present at the hearing its decision, including supporting reasons. A copy of the decision shall be sent to the grievant, the representative, and the Superintendent.
- 4. If the aggrieved, with the concurrence of the bargaining agent, is not satisfied with the disposition of the grievance at Level Three, it may within thirty (30) days submit the grievance to arbitration by the American Arbitration Association (AAA) whose rules and regulations shall likewise govern the proceedings. The arbitrator shall be selected using the alternate strike procedure from a list of seven (7) names provided by AAA. Either party shall have the right to request a second list of arbitrators from AAA. The arbitrator may not add to, alter, or delete from the terms of the negotiated items. The arbitrator shall have all power and remedies within lawful statutes to render an award which shall be final and binding to all parties. The cost for the services of the arbitrator will be borne equally by the Board and the DEA.

2.04 GENERAL PROCEDURES

- A. Time limits stipulated herein are considered maximums to ensure rapid resolution of problems. Time limits may be extended only by mutual agreement of all parties concerned. Failure of the Administration to adhere to the time limits from the time the Administrator received and signed the grievance form shall affirm the grievance without prejudice. Failure of the grievant to adhere to the time limits will result in the Association's withdrawal of the grievance.

- B. After Level A-1 of a grievance, one (1) member of the Association and/or UniServ Consultant may attend any meetings, hearings, appeals, or other proceedings required to process the grievance.
- C. Upon selection and certification by the Association, the Board shall recognize one (1) grievance representative and/or UniServ Consultant in each case.
- D. Where administrative personnel are named in the grievance procedure to receive grievances, the grievance shall be submitted to the next highest authority.
- E. The Board, the Administration and the Association will cooperate in the investigation of any grievance. The Board, the Administration and the Association may be requested to furnish information for the processing of any grievance.
- F. It may be the practice of all parties in interest to process grievances after the regular work day has ended or at other times which do not interfere with assigned duties. However, upon mutual agreement among the grievant, the Association, and the Board that proceedings should be held during regular working hours, the grievant and the appropriate Association representative may be released from assigned duties without loss of pay. The Association shall have the right to designate one (1) teacher as grievance chairperson.
- G. The time limits provided in the agreement shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board should use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

ARTICLE III – EMPLOYMENT PRACTICES

3.01 PROFESSIONAL RELATIONS COMMITTEE

The Professional Relations Committee conference shall be a monthly meeting which will be held between the Association President and the Superintendent. The Association may also be represented at the conference by the O.E.A. UniServ agent and may further designate individual teachers who have a vested interest in the topic. The Administration may be represented by any of the Principals, Treasurer and/or any outside designee who may offer some special expertise. The purpose of such a conference will be to resolve any differences raised by either party excluding matters previously settled by a grievance or in the process of being grieved. It is understood that failure to reach resolution of the problem shall not be deemed a violation of the within agreement nor does the within provision obligate the Board to accommodate the Association.

The Association President and the Superintendent shall set up a calendar of monthly meetings in September of each year. Said monthly meetings need not take place unless it is requested by either the Association President or the Superintendent. Such requests will include the topics to be discussed.

3.02 EMPLOYMENT PROCEDURE

A. Employment

Teachers employed by contract with the Board will be granted one of the following types of contract:

1. Limited Contract

All newly employed teachers will be placed on a limited contract not to exceed one (1) year in length. After the initial contract the length of the limited contract will be at the discretion of the Board and based on the recommendation of the Superintendent of Schools. No limited contract may be granted for a period exceeding five (5) years.

2. Continuing Contract

A teacher becomes eligible for continuing contract status provided he/she (a) possesses a valid professional, permanent or life certificate, or a professional educator's license, and (b) has taught in the district for at least three (3) years within the last five (5) years, or has served two (2) years in the district if continuing contract status has been attained elsewhere in Ohio. Regular classroom teachers who become licensed for the first time after January 1, 2011, will be eligible for a continuing contract after seven (7) years of holding an educator license. If the teacher possesses a professional educator's license rather than a professional, permanent, or life certificate, he or she must also complete either one of the following:

- a. If the teacher did not hold a master's degree at the time of initially receiving a teacher's certificate or an educator license, thirty (30) semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the state board of education shall adopt.
- b. If the teacher held a master's degree at the time of initially receiving a teacher's certificate or an educator license, six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of

such certificate or license, as specified in rules which the state board of education shall adopt.

The teacher must submit a written request for continuing contract consideration on or before October 15 of that school year. Failure to submit a timely written request will defer the continuing contract of consideration until April of the following school year. The parties further agree that this procedure (3.02 A) shall supersede O.R.C. §3319.11.

3. Supplemental Contract

Supplemental contracts will be issued for compensation in addition to the base salary stated in the teacher's salary schedule for the performance of duties by a teacher which are in addition to the teacher's regular teaching contract duties. Such supplemental contracts shall be limited contracts. Supplemental and casual day-to-day substitute contracts shall expire automatically and shall not require notice. Notwithstanding O.R.C. 3313.53, the Board may post supplemental positions for inside and outside certified and non-certified candidates at the same time. All other aspects of the hiring process for supplemental positions will follow Ohio Revised Code.

B. Termination of Employment

Any contract of a teacher may be terminated only for good and just cause. The statutory process for termination of Continuing Contracts or Multiple-Year Limited Contracts shall be in accordance with O.R.C. 3319.16.

C. Non-renewal of Limited Contracts

1. Limited contract teachers who have been employed for two (2) or fewer years, and who were employed by the Board after July 1, 2004, shall be notified by the Superintendent that they will not be recommended to the Board for rehiring for the next school year, if it is the intention of the Administration to recommend nonrenewal.
2. This nonrenewal procedure for teachers who have been employed for two (2) or fewer years and who were employed by the Board after July 1, 2004, supersedes all provisions of O.R.C. §3319.11 and O.R.C. §3319.111, and such teachers shall have no right to challenge said nonrenewal pursuant to O.R.C. §3319.11 or 3319.111, nor may they challenge the nonrenewal through the negotiated grievance procedure.
3. The contract of limited contract teachers who were employed prior to July 1, 2004 may be non-renewed by the Board and shall be in accordance with O.R.C. 3319.11 and Section 3.04 of this Agreement.

D. Non-Discrimination

The Board and Association agree not to discriminate against employee(s) on the basis of race, religion, color, creed, national origin, age, sex, including sexual harassment, handicap or disability as defined by the Americans with Disabilities Act.

3.03 ASSIGNMENTS/VACANCIES/TRANSFERS

A. Voluntary Transfers

1. All assignments of employees will be made only into areas where proper certification by the State of Ohio is evident in the form of a valid and current certificate.
2. Letter of Intent forms will be distributed to all employees by the end of March.
3. A vacancy shall be defined as a new bargaining unit position created by the Board or a position which will be open as a result of promotion, resignation, termination, non-renewal, death, and/or retirement.
4. The Association President shall be notified of all vacancies regardless of the circumstances which cause a position to be vacant.
5. In the event of a vacancy in the district, a notice of such opening will be posted on the District's website and faculty bulletin board of each building. Such posting notice shall contain requirements of training, experience, and other qualifications which are a basis of employment for that position. Certificated personnel within the district will be given the opportunity to apply for posted openings within five (5) work days of the initial postings of vacancy announcements. All bargaining unit applicants meeting the qualifications will be interviewed.
6. Voluntary Transfers shall not apply to vacant positions which fall into one or more of the following categories.
 - a) a teacher is on a leave of absence,
 - b) a teacher gives notice during the month of August that he/she is vacating a position.
 - c) a position will be vacant, for any reason, for a portion of a school year.

7. A teacher position will only be awarded to a certificated and qualified applicant be it from within or from outside the district. Where there is more than one applicant from within the district, certification and qualifications between applicants being equal, seniority shall control. Determination of qualifications shall remain the responsibility of the Superintendent. Upon written request from the applicant, the Superintendent will provide the reason(s) why the applicant was not selected for the position.
8. Teachers in the active employ of the Board shall not have seniority for transfer purposes over teachers who are covered by the Reduction In Force Section of the Agreement.

B. Involuntary Transfers

1. Teachers will not be involuntarily transferred from one position to another in an arbitrary or capricious manner.
2. Teachers will not be involuntarily transferred from one position to another without first having an opportunity for a conference with the Superintendent of Schools and being notified in writing at the earliest possible time before the effective date of the transfer.

C. Supplemental Positions

Supplemental positions shall be filled in compliance with O.R.C. §3313.53.

3.04 TEACHER EVALUATION

- A. A teacher has the responsibility to perform in a professional manner. Such responsibility shall be exercised under the supervision of an administrator that has an equal responsibility to function in a professional manner.
- B. It is recognized that there can be different interpretations made of some of the specific terms and to avoid misunderstandings the following terms are defined:

Contract Teacher – is a teacher who is working in the final year of a limited contract.

Evaluation – is a formal process carried out in the latter part of the school year for the purpose of rating performance and making recommendations regarding that performance.

Observations – can occur throughout the year and are the result of an administrator entering the classroom for the purpose of making judgments regarding the classroom instruction, and will be followed by a written report and usually a conference soon (within three (3) school days) after the actual observation.

Classroom Visit – is a brief “drop-in” by an administrator for a purpose other than making specific judgments on instruction.

- C. The purpose of the evaluation process is the following:
1. To maintain and improve classroom instruction.
 2. To clarify the performance expectations of the individual as determined by the Administration and to assess an employee’s work performance.
 3. To establish work goals.
 4. To provide the means for Administration to direct improvement based on the teacher’s job description and to help the employee’s performance of the work assignment.
 5. To provide the employee with the ultimate responsibility for performance.
 6. To constitute one of the basis for personnel decisions, including reassignments, continuing contract status or contract non-renewal or termination.
- D. Evaluation will be done by a building or central office administrator and will be based on the criteria outlined in Appendix F. Each evaluation shall consist of a minimum of at least one (1) thirty (30) minute classroom observation. All evaluations shall be conducted on the forms which are attached in Appendix F. A post-conference will be held, within seven (7) school days following each classroom observation. If either the teacher or evaluator is absent from work, all timelines will be extended, by the number of days of absence. The pre-observation form will be used for announced observations.
- E. In all cases, the period of time between the completed evaluation and the evaluation conference shall not exceed ten (10) work days. Any unsatisfactory rating shall be accompanied by a written explanation, which shall include attainable written suggestions by the Administration for correcting any deficiencies which have been cited. In the case of cited deficiencies, the evaluator shall meet and discuss an improvement plan. The evaluator shall take action to assist the unit member in correcting any cited deficiencies. The evaluator’s role to assist the unit member shall include, but not be limited to, the following:

1. Specific recommendations for improvement.
2. Direct assistance to implement such recommendations when requested by the teacher.
3. Techniques to measure improvement through the evaluation forms.
4. Time schedule to monitor progress.

The ultimate responsibility for correcting any noted deficiencies shall rest with the teacher.

- F. The evaluation of teacher will follow the guidelines listed below:
1. All first year teachers, teachers new to the district, or teachers being considered for continuing contract or renewal shall be evaluated a minimum of one time that year and each evaluation shall be based on at least two (2) thirty (30) minute observations. Teachers will be briefed by the principal on the evaluation goals and procedures on or before October 15.
 2. All teachers holding a continuing contract will be evaluated once every three (3) years with self-evaluations in the other years.
 3. Teachers subject to evaluation under F.1. above shall have their evaluation process completed by February 15 and any subsequent evaluation process completed by April 10.
 4. A teacher may respond to the written evaluation in writing and have said response attached to the evaluation. The staff member has ten (10) work days to respond to the evaluation.
 5. The teacher shall be made aware on a timely basis of any problem(s) or deficiencies noted during the school year. The administration shall provide the teacher with a written prescriptive plan for improvement and additional observations and evaluations may be held.
 6. An OEA representative may be present during the meeting to discuss the improvement plan.
- G. Only procedural compliance with the evaluation procedure may be grieved. The substance or the conclusions of the evaluation process cannot be grieved.
- H. Non-renewals of limited contracts shall be initiated only following the completion of the evaluation procedure under this article.

- I. It is clearly understood between the parties that pursuant to O.R.C. 4117.10(A), this article and the procedures contained herein shall supersede and replace O.R.C. 3319.111.
- J. The content of an evaluation or observation is not a matter than can be subjected to grievance. If a case should arise however, where a teacher felt strongly that he/she had been wronged, such an incident could properly be a subject for resolution at a Professional-Relations Committee conference. It is understood though that the teacher has the responsibility to first attempt to resolve said difference with the respective Administrator. The above committee would be composed of the Superintendent, the affected Principal(s), the O.E.A. UniServ Representative, the D.E.A. President and may also include any affected teacher(s).
- K. Nothing in this section restricts the responsibility of an administrator to take corrective action upon becoming aware of a problem area for any teacher.
- L. It is recognized that the maintenance of lesson plans is an integral part of the instruction process. While the administration must be reasonable in expectations they do have the right to prescribe the lesson plan format and to require evidence of direction for instruction and implementation of objectives.
- M. A teacher shall, upon request, have the right to review the contents of his/her personnel file and to receive a copy, at personal expense, at a charge of \$0.10 (10¢) per page of any item included in the file. The board agrees not to create or maintain separate personnel files.

3.05 REDUCTION IN FORCE

- A. When by reason of decreased enrollment of pupils, financial reasons, return to duty of regular teachers after leaves of absence, or by reason of suspension of schools or territorial changes affecting the district, it becomes necessary to reduce the teacher work force, the reduction will be made in accordance with the following provisions:
- B. Prior to proceeding with an anticipated staff reduction, the Association President shall be notified by the Superintendent of the Board's intent to consider a staff reduction. A meeting shall be held between all interested staff and representatives of the Board to review appropriate data indicating a need for a reduction in staff. The parties shall discuss why the reduction is deemed necessary, what teaching fields are to be affected, the extent of the anticipated reduction, and the possible effects of said reduction. Also, at this meeting, the Association will be provided with a seniority list of all employees.

C. Any reduction in staff will first be accomplished through attrition insofar as it is possible to do so; i.e. the number of persons affected by a reduction in staff will be kept to a minimum or by not replacing individuals who are non-renewed due to unsatisfactory performance.

D. Procedure for Reduction in Force

1. Reductions shall be made by suspending contracts based upon the Superintendent's recommendation. Those contracts to be suspended shall be chosen as follows:

Bargaining unit members will be placed on a seniority list in areas for which they are properly certified. Teachers serving under continuing contract will be placed at the top of the list in descending order of seniority. Teachers serving under limited contracts will be placed on the list under continuing contract teachers, also in descending order of seniority.

2. Seniority is defined as the unit member's initial date of service in the Bargaining Unit.

a. Board approved leaves of absence will not alter the seniority ranking at the time of the leave, but time spent on such leave shall not count towards seniority.

b. If two (2) or more teachers have the same length of continuous service, seniority will be determined by:

1) The date of the Board meeting at which time teacher was hired and by;

2) The date the teacher signed the initial contract in the district, and then by:

3) Any remaining ties will be broken by the Superintendent's review of recent evaluation and judgment regarding the best interests of the district.

c. Recommended reductions in a teaching field will be made by selecting the lowest person on the seniority list in that area of certification. A teacher so affected may elect to displace another teacher who holds the lowest position on the seniority list in another area of certification provided he/she holds a valid certificate in the area.

- d. If a unit member is assigned to a non-bargaining unit position within the district, that unit member does not accrue seniority, for the purpose of this article, while working on such an assignment.
- e. A unit member's seniority shall accrue during lay-off.
- E. The personnel records and all future references of those employees laid off pursuant to this policy shall clearly indicate that such was due to a reduction-in-force, and was not due to unsatisfactory performance.
- F. Teachers whose continuing contracts are suspended shall have the right of restoration to continue service status in the order of seniority of service in the district, if and when teaching positions become vacant or are created for which any of such teachers are or become qualified.
- G. After restoration of teachers with continuing contracts, those on limited contract shall also be restored in the manner described above.
- H. Restoration rights for teachers whose limited contracts were suspended shall commence upon the effective date of the suspension and shall continue through the next two (2) full years. Teachers with continuing contracts, shall have four (4) full years of restoration rights from effective date of suspension.
- I. No teacher new to the district will be employed until all properly certificated teachers on the recall list have been offered a contract for a vacant position.
- J. During the restoration period, a teacher shall be eligible to have his/her insurance coverage continued, provided the teacher pays the premium.
- K. The Board shall give written notification of recall by sending a registered or certified letter to said teacher at his/her last known address. It shall be the responsibility of the teacher to notify the Board of any change of address. If a teacher fails to accept the position within the next ten (10) calendar days from the date of receiving the registered or certified letter, said teacher shall be considered as a voluntary resignation and thereby terminate his/her employment contract with the Board. The Board may, if necessary, extend the ten (10) day reporting to work requirement.

3.06 ACADEMIC FREEDOM

- A. Teachers shall be directed by and held responsible for the content standards prescribed by the Ohio Department of Education. If no content standards have been developed, the adopted course of study will be in effect.

- B. Each teacher has the final authority to grade students in his/her charge. Change of any student's grade without the teacher's consent will occur only if it has been demonstrated the grade was not given in a professional and intellectual basis. Notice of any such grade will be given to the teacher (along with notice of the teacher's right to grievance), the student's parent, and the teacher's immediate supervisor.
- C. Academic freedom shall be guaranteed to teachers within the confines of the Constitution of the United States. Teachers shall be free from censorship and artificial restraints.
- D. The private life of a professional staff member outside the confines of the school or school related activities is not within the appropriate concern or attention of the Board except as it may directly prevent the professional staff member from properly performing his/her assigned functions.

3.07 ASSOCIATION RIGHTS AND RESPONSIBILITIES

Inasmuch as the Association is recognized as bargaining agent, the DEA/OEA/NEA shall be entitled to certain exclusive rights while the bargaining agent. These rights shall include:

- A. To use the facilities of any building for meetings, without fee, upon notification of the administrator in charge of such building. Permission to use such facilities shall be given as long as it does not interfere with any previously authorized activity in said building.
- B. To use Board-owned equipment including computers, calculators, duplicating equipment, public address equipment, and audio-visual equipment at times which do not interfere with the operation of the school system. Any expendable supplies, such as paper will be supplied by the Association.
- C. To have exclusive use of the mail boxes in the primary, elementary and high schools' offices to distribute Association bulletins, newsletters, or other circulars. No other labor union/association shall have a right to use school mailboxes, except DANE.
- D. The building representatives of the Association in each building shall have the use of a bulletin board, designated for Association business and located in the lounge. Except that no partisan political material shall be placed on such bulletin board.
- E. To use telephones in any building to carry out Association business. Any fees or toll call charges shall be charged to the Association or member's phone number, personal credit card, or made collect. These calls are not to be made at a time that interferes with duties assigned by the Board and Administration.

- F. The Association shall receive notice of any regular or special Board meeting at the same time as the news media is notified.

The Association shall receive complimentary copies of an agenda, non-confidential Board agenda appendices, minutes and financial reports upon specific request to the Superintendent by the President of the Association.

The Association shall receive complimentary copies of the following forms: appropriations, budget, and training and experience grids. Such copies shall be given to the President of the Association as soon as it is feasible after such forms are filed with the agency required by law.

The Association shall receive upon specific request for a special item, any other data or documents which will assist it in developing intelligent, accurate, informed and constructive programs for teachers and their students, together with other available information which may be necessary to formulate programs or process grievances.

- G. The Association and the Board agree that there will be no reprisals of any kind taken against any professional staff member by reason of his/her membership/non-membership in the Association or participation/non-participation in any of its activities.
- H. The President of the Association or his/her designated officials shall have the right to visit schools. The visits to the schools must not interfere with duties assigned by the Board and Administration.
- I. Nothing contained herein shall prevent the duly authorized representative of the Association from the Ohio Education Association from seeing the Principal or the Superintendent during their normal working hours.
- J. Within thirty (30) days after this agreement is signed, copies of this agreement shall be ordered. The parties shall alternate the responsibility of having the agreement typed and duplicated. The Board and the Association shall split the cost of duplication. The Board and Association shall have the opportunity to proofread and approve the agreement before and after printing.
- K. The DEA President shall be provided a copy of the Board Policy Manual, or shall be given internet access to the entire manual, and shall also be given any new or revised policies as the manual is updated.
- L. The agreement provides that when the decision is made to put an issue on the ballot, DEA will be invited to meet with the Board in an advisory capacity.
- M. The Board agrees to include at least two (2) teachers as members of the school calendar committee in an advisory capacity.

- N. The Association shall be granted up to five (5) days per year for Association activities. Such leave may be used in one-half day or full day increments.
- O. Fair Share Fee
1. The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Danbury Education Association a fair share fee for the Association's representation of such non-members during the term of this contract.
 2. Notice of the amount of the annual fair share fee shall be transmitted by the Association to the Treasurer of the Board on or about September 15 of each year during the term of this contract for the purpose of determining amounts to be payroll deducted, and the employer agrees to promptly transmit all amounts deducted to the Association.
 3. Payroll deduction of such annual fair share fees shall commence on the first pay date which occurs on or after January 15th annually.
 4. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of:
 - a. sixty (60) days employment in a bargaining unit position or
 - b. January 15th
 5. The employer further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.
 6. The Association represents to the employer that an internal rebate procedure has been established in accordance with Section 4117.09 (C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.
 7. Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

3.08 CONFERENCE PERIOD/EMERGENCY SUBSTITUTION

- A. The Board agrees to maintain a list of substitute teachers at all times.
- B. A teacher who has been granted special permission without using sick leave, personal leave, or professional leave to be excused from his/her assigned duties for no more than two (2) class periods or ninety (90) minutes, whichever is longer, shall be responsible for securing a substitute teacher(s) to cover his/her class(es).
- C. The request for a conference period/emergency substitution shall be made by the building administrator or his/her designee in all cases when:
 - 1. The absent teacher is using sick leave, personal leave, or professional leave; or
 - 2. The absent teacher is performing other assigned school duties (i.e. field trips); or
 - 3. The absent teacher will be absent for more than one-half (1/2) of the school day.
- D. A teacher may be directed to substitute during his/her conference period or planning time.
- E. Elementary classroom teachers who retain their class due to the absence of a special teacher (art, music, or physical education) shall not be considered emergency substitutes.
- F. Compensation for conference period/emergency substitution shall be at the rate of \$15 per class period or portion thereof, except for substitutes secured by a teacher under Item E of this Section, when no compensation shall be granted.

3.09 ENTRY YEAR TEACHER PROGRAM

An Entry Year Teacher program shall be implemented in accordance with the Teacher Education and Licensure Standards, the guidelines and standards established by the Ohio Department of Education, all applicable laws and rules, and with the provisions of this section. A Memorandum of Understanding will be completed to address this issue once the guidelines have been provided by ODE.

3.10 PERSONNEL FILES

- A. One personnel file shall be maintained for each employee in the Board's office, and such file shall be the only official file for the employee. Said file shall be maintained in accordance with Ohio and Federal Law. Request for access to the file shall be made to the Superintendent or the Treasurer of the Board. An employee shall be notified forty-eight (48) hours prior to examination of the file. An employee may be accompanied by a representative of his/her choice at the time of a review of the individual's personnel file.
- B. Any material to be placed in the employee's personnel file shall be shown to the employee and signed by the employee. A copy shall be provided to the employee. The employee may write a rebuttal to any material which is to be placed in his/her file and such rebuttal shall be permanently attached to the material in question. No misleading, inaccurate, invalid information or anonymous documents shall be included in the file. The disclosure of information shall not violate the employee's right to privacy.
- C. If a parent or other member of the community makes an oral or written complaint about a teacher, no record of such complaint may be placed in that teacher's file unless the Superintendent or building Principal has first: (1) notified the teacher of the complaint; (2) encouraged the community member to meet with the teacher and the Administration to resolve the complaint; (3) has met with the teacher to discuss the complaint and the teacher's response; (4) and the parent or member of the community has reduced the complaint to writing. The employee shall be given a copy of such complaint. The employee shall have the right to answer the complaint and have the answer attached to the file copy. Anonymous letters or information shall not be placed in the employee's file nor shall any record be made of same.
- D. Upon request, the employee shall be permitted to examine his/her file. If an employee disputes the accuracy, relevance, timeliness or completeness of information contained in the file, he/she may request the Superintendent to investigate the current status of the information. Within a reasonable time, the Superintendent and/or his/her designee shall undertake such investigation and shall notify the employee of the results of the investigation and the action, if any, the District plans to take with respect to the disputed information. The Superintendent and/or his/her designee shall expunge any information that he/she cannot verify or that he/she finds to be inaccurate, irrelevant or untimely.
- E. No physical data may be removed by anyone from an employee's file. Any material subject to inspection may be copied once per year by the employee. Additional copies may be purchased at ten cents (10¢) per page.

3.11 EMPLOYEE DISCIPLINARY PROCEDURE

- A. No employee shall be disciplined except for just cause.
- B. The purpose of this disciplinary procedure is to secure at the lowest possible level, solutions to problems which may arise during the school year affecting employees' classroom performance and/or compliance with district rules, regulations, policies, or directives in an effective and confidential manner.
- C. An employee may be disciplined for insubordination, neglect of duty, violation of rules, regulations, policies of the Board of Education; violations of sick leave and/or personal leave or for violation of administrative policies or directives not in conflict with the negotiated agreement or Board of Education policies.
 - 1. Verbal warning – verbal warnings shall be discussed in private between the parties involved. Whenever an administrator intends to issue a verbal warning, he/she will inform the employee that the first step of the disciplinary procedure is being initiated. The employee has the right to have a local representative of the Association present.
 - 2. Written reprimand – (within one (1) calendar year of verbal warning) – within three (3) work days of the event, the administrator shall meet with the employee to discuss the reprimand. At this meeting, the teacher may be represented by a representative of the Association of his/her choice. Written reprimands shall be removed from the employee's file, three (3) years from its placement.
 - 3. Suspension – (within one (1) calendar year of written reprimand) – the Superintendent may suspend an employee without pay for up to three (3) work days.
 - 4. Nothing herein shall preclude the Superintendent from suspending an employee with pay.
- D. In the case of suspension without pay for three (3) days or less, the superintendent will explain the reason(s) for the discipline to the employee prior to suspension. When the Superintendent determines suspension of three (3) days or less is warranted, the Superintendent shall provide written notice including the reason(s) and the effective date(s) of the suspension.
- E. Discipline will normally be progressive, but will be decided on an individual basis and the severity of the violation.
- F. Fringe benefits shall remain in effect during the time of any suspension under this article.

- G. If any grievance is filed because of a suspension without pay, the grievance may be initiated at level three, Article 2.03, Grievance Procedure.
- H. Nothing herein shall be construed as limiting or prohibiting the administration's authority to report suspected criminal activity or abuse as defined by O.R.C. 2151.421.

3.12 CLASSROOM KEYS

Each teacher will be given a key to his or her classroom.

3.13 CLASS SIZE

- A. The Board agrees to endeavor to continue to keep class size as small as possible.
- B. Inclusion
 - 1. Teachers whose duties would be impacted by an IEP shall be provided the opportunity to participate in the development of the IEP and be present at the IEP meetings. The IEP team meeting shall be scheduled at a time and place that is most accommodating for IEP team members to participate.
 - 2. Any employee whose duties would be impacted by an IEP may request a meeting at any time to review the IEP and/or the placement of the student. The meeting shall take place within ten (10) working days from the date of request, unless otherwise agreed.
Teachers whose duties will be impacted in the upcoming school year by an IEP will be afforded the opportunity to meet prior to the conclusion of the school year to discuss the needs of potential students with special needs. The meeting will include the current and upcoming general educator, intervention specialist, and any necessary support staff.
 - 3. When inclusion is being recommended for a special education student, selection of the regular classroom teacher will be on a fair, equitable basis.
 - 4. No teacher, other than a school nurse shall be required to perform nursing duties or medical procedures.
 - 5. If any provision of this section between the Board of Education and the Ohio Education Association shall be found contrary to law, or beyond the limits permitted by 4117 of the Ohio Revised Code, then such provisions of applications shall not be deemed to be valid, but all other provisions or application shall continue in full force and effect.

6. Teachers whose duties are impacted by students with the IAT plans or 504 plans, shall be provided the opportunity to review said plans within a reasonable time of student placement.
7. Special education teachers shall be granted one day of release time for writing IEP's. This release time must be utilized in the building.

3.14 WORK YEAR/WORK DAY

- A. The regular work year for members of the bargaining unit shall be based upon a school year of one hundred eighty-five (185) days, which includes three (3) professional developmental days and two (2) teacher work days (the day prior to the first student day and the day after the final student day).
- B. Each teacher shall have free time during the day equal to a class period in addition to the thirty (30) minute lunch. This time shall be used at each teacher's discretion for planning and preparation of lessons; conferences with the Principal, County Supervisors and Teacher Specialists; tutoring students and conferences with students; and for other teaching related work.
- C. The length of the work day for elementary and secondary teachers shall be seven (7) hours and thirty (30) minutes, including a thirty (30) minute duty-free lunch period and planning time.
- D. Teachers are encouraged to attend events such as Open House, Back-to-School Night, graduation, honor society induction, honors banquet, and elementary music programs.

3.15 SMOKE FREE BUILDING

The Danbury Local Schools shall be smoke-free. No smoking will be permitted in the building at any time, including extra-curricular events.

3.16 FREE DEPENDENT TUITION

- A. The Board shall act to approve a policy of free dependent tuition. If open enrollment options exist, such students must attend as an open enrollment student.
- B. The dependent of an employee shall be assigned to a building and class by the Superintendent in accordance with past records from previous schools or local testing.
- C. Requests for free dependent tuition shall be made prior to the opening of the school year except for extenuating circumstances which may occur during the school year and are approved by the Board.

3.17 TEACHER EDUCATION, CERTIFICATION AND LICENSURE

- A. A local professional development committee (LPDC) shall be established, and shall have the sole authority, to oversee and review professional development plans for course work, continuing education units, and/or other equivalent activities.
- B. The term of office for members serving on the committee shall be two (2) years. Terms shall be staggered so that one-half of the terms expire annually. One-half of the initial appointments, therefore, shall be for three (3) years.
- C. The committee shall be composed of three (3) teacher, one (1) principal, and one (1) other district employee. The three (3) teacher members shall be appointed by the DEA president. The principal member and the other member shall be appointed by the Superintendent. Each party shall notify the other of the appointments. Except for the first appointments, appointments shall be made on or before May 1 annually. In the event of a vacancy, the committee member shall be replaced by the party making the original appointment.
- D. The committee chairperson shall be determined by majority vote of the committee members.
- E. For review of teachers, a quorum of the LPDC consists of no less than two (2) members appointed by the Association and one (1) member appointed by the Superintendent. For review of administrators, a quorum of the LPDC consists of no less than two (2) members appointed by the Superintendent and one (1) member appointed by the Association.
- F. Teacher members of the LPDC shall be afforded the opportunity to attend training on the purpose, responsibilities, functioning, and legal requirements of the LPDC. If the available training is during work hours, the committee members shall be given release time to attend. If the training occurs outside the regular work day or work year, teacher members shall be paid the hourly rate of \$20.00 for each of the hour(s) involved. LPDC members shall be reimbursed for all actual and necessary expenses (such as registration, lodging, meals, etc.) incurred as part of the training, as per board policy.
- G. The LPDC shall meet as often as the members deem necessary to complete their work. When a schedule is developed, the committee shall post in each building its meeting schedule. Additional meetings may be scheduled, as necessary. Teacher members shall be paid the hourly rate of \$20.00 for committee work performed outside the regular work day or work year. The LPDC may not charge a fee to the employees who come before the committee.

H. Appeals

1. Written appeals shall be submitted to the LPDC chairperson within ten (10) calendar days of denial of an IPDP or credit proposal. All written appeals will be reviewed at the next regularly scheduled meeting of the LPDC.
 2. An appeal may be presented in person at the next regularly scheduled LPDC meeting. A written request for inclusion on the agenda should be given to the LPDC chairperson no later than ten (10) calendar days.
 3. If the appeal is denied, the applicant may request a terminal opinion, a binding decision rendered by a third party review panel chosen as follows: one person selected by the applicant, one person chosen by the LPDC, and a third person mutually agreed upon by the first two. Members must have a current Ohio Department of Education Certificate or License. The panel will uphold or overturn the LPDC's decision by a majority vote.
 4. The Appeals Committee shall schedule a meeting within thirty (30) calendar days of the appeal. The individual must be present at this meeting. The Appeals Committee shall render its binding decision in writing within ten (10) calendar days. The decision of the Appeals Committee is not grievable.
- I. If O.R.C. 3319.22 Is amended and/or changed, the parties agree to meet and negotiate the necessary changes to comply with the law.

3.18 STUDENT AUTHORITY

At the start of the school year, the administration and faculty of each building shall mutually review the student handbook. The student handbook shall establish guidelines outlining proper building procedures in regard to the enforcement of student discipline.

The administration shall give full support and assistance to teachers with respect to the maintenance of control and discipline in the classroom, as long as the teachers are disciplining within the established guidelines of the handbooks and building procedures.

To the extent such information is available and not privileged, the Administration shall inform each teacher being assigned a student who has a history of violent behavior.

Any student who commits an assault, a battery, or threat of violence (as those terms are defined under Ohio law), shall be immediately removed from all classroom and extracurricular activities. Any student having committed one of the above offenses upon a teacher shall not be reassigned to that teacher's class without the prior knowledge and consent of the teacher, as long as the teacher has filed charges with the proper legal

authority and the student's assignment is in conformance with the IDEA, Section 504 of the Rehabilitation Act and/or the ADA.

3.19 COMPUTER NETWORK AND INTERNET USE

Employees shall have access to interconnected computer systems within the District and to the Internet for educational-related purposes. Employees shall follow the District's policies, which shall be reviewed on a yearly basis. Employees will not be responsible for harm to others or damage to property if there is any outside interference with the District's computer system, such as, but not limited to, worms, viruses, and/or other harmful programming or vandalism.

ARTICLE IV – LEAVES OF ABSENCE

4.01 SICK LEAVE

- A. The Board recognizes its statutory duty to pay employees of this District in full for days on which they are absent from work for reasons of personal disability or pregnancy, illness, and injury or death in the employee's immediate family.
- B. All employees of the District eligible for sick leave shall receive fifteen (15) such sick leave days annually at the rate of one and one-quarter (1 ¼) a month. Unused sick leave shall be accumulated on an unlimited basis. Regular part-time employees shall be entitled to sick leave in proportion to the time actually worked. For the purpose of severance, accumulation will be based on two hundred thirty-two (232) days maximum.
- C. The Board shall accept by transfer the accumulated sick leave which any new employee has acquired in another position of public service in Ohio provided that the last termination of such service shall have been within the last ten (10) years.
- D. New employees shall be credited with five (5) days sick leave in advance which shall be part of the fifteen (15) days that can be accumulated for the year. Under unusual circumstances the Superintendent may allow credit for additional days, but the allowance shall not exceed the number of days that may accrue to the teacher throughout the remainder of the then current contract year.
- E. Use of Sick Leave – Sick leave may be used for the following purposes:
 - 1. For absence of the employee due to personal illness, injury, pregnancy, or exposure to a contagious disease which could be communicated to other employees or to students.
 - 2. For absence of the employee due to illness or injury of someone in the employee's immediate family. In this section, the employee's immediate

family is defined to mean the employee's parents, brother, sister, son or daughter, spouse or parent-in-law, spouse of son or daughter or other relative residing with the employee.

3. For absence due to death in the immediate family of an employee or close friend. In this section, the immediate family of an employee is defined to mean relatives related by blood or law. For death of a close friend, the employee shall be entitled to one (1) day of sick leave per occurrence. For death of a relative, the employee shall be entitled to up to three (3) days of sick leave per each occurrence. Additional days may be granted by the Superintendent.

F. Verification of Sick Leave – An employee requesting use of sick leave shall furnish a written signed statement to justify the use of sick leave. The filing, by an employee, of any willfully false statement concerning the cause or duration of an absence shall be considered by the Board of Education as grounds for suspension or dismissal.

G. Eligibility for Sick Leave – A sick leave of absence shall commence when the employee or agent, if the employee is sufficiently disabled, reports the absence.

Whatever the claims of disability, no day of absence shall be considered to be a sick leave day on which the employee has engaged in or prepared for other gainful employment, has participated in a concerted work stoppage, or has engaged in any activity which would raise doubts regarding the validity of the sick leave request.

H. Records of Sick Leave – The personnel records of this district shall show the attendance of each employee, and such days as that employee may be absent shall be recorded with the reason for such absence noted. A record shall be made of the unused sick leave days accumulated by each employee.

I. Retirement – Upon retirement, an employee may be compensated a portion of his/her unused sick leave.

J. Should the school be closed during the period of an employee's sick leave by an "emergency" day or holiday, as called by the Superintendent, such employee will not be charged a sick leave day.

K. Day(s) shall not be used for recreation or vacation.

4.02 PERSONAL LEAVE

- A. The Board reserves the right to specify within the limits of law, the manner of proof of personal necessity, the type of situations in which such leave will be permitted, and the total number of days which may be used in any school year for personal leave.

- B. Up to three (3) full days of personal leave with pay may be used, if approved by the Superintendent, each contract year by full-time employees. Personal leave will be prorated, rounded to the nearest one-fourth (1/4) day, for those employees hired after the start of the school year. Personal leave is not cumulative, but unused days will be converted to sick days at the end of the contract year. All three (3) personal days are unrestricted, except to extend a vacation or holiday.
 - 1. Requests shall be presented to the Superintendent at least three (3) school days in advance, except in the event of an emergency.

 - 2. Number of persons granted personal leave for any one day will be limited to the demands of the district as determined by the Superintendent.

 - 3. Under special and extenuating circumstances, the Superintendent may make exceptions to the above-stated conditions.

- C. The filing, by an employee, of a willfully false statement concerning the use of personal leave shall be grounds for discipline as follows:
 - 1. First offense – dock two (2) days’ pay (including cost of benefits)

 - 2. Second offense – five (5) days suspension without pay

4.03 FAMILY AND MEDICAL LEAVE

- A. The parties agree to abide by the terms and provisions of the Federal Family and Medical Leave Act and in accordance to Board policy GBR-R.

4.04 PROFESSIONAL LEAVE

- A. All employees shall be provided opportunities for the development of increased competency beyond that which they may attain through the performance of their assigned duties through attendance at professional meetings.
- B. For purposes of this Article, a professional meeting shall be defined as any meeting that is related to the activities, duties or responsibilities of Board employees as determined by the Superintendent.
- C. Teachers shall be excused from the performance of their duties and shall receive compensation during the days they are excused for attendance at the following professional meetings:
 - 1. Conferences involving other personnel from the district, county, state, region or nation.
 - 2. Committees drawing personnel from the district, county, state, region or nation.
- D. The following conditions must be met for an employee attending professional meetings:
 - 1. All requests to attend professional meetings shall be made ten (10) days in advance of the meeting for which approval to attend is sought.
 - 2. Determination of appropriateness and authority to grant permission for attendance at a meeting will rest with the Superintendent, upon recommendation of the Principal. The number of persons granted professional leave for any one day will be limited to the demands of the District as determined by the Superintendent.
 - 3. The Superintendent has the authority, when he/she considers the meeting to be of sufficient importance, to request representation from the staff to attend a meeting.
 - 4. The employee shall file with the Superintendent a report on the activities of the conference, with recommendations, if any, for use by employees and the district schools.
 - 5. The employee, upon presentation of receipts to the Treasurer, shall be reimbursed registration fees, mileage at the current IRS rate per mile, meal costs up to thirty dollars (\$30.00) per day (excluding alcoholic beverages and tips), hotel up to Eighty Dollars (\$80.00) dollars per day (excluding room service, pay TV, telephone calls, laundry and tips), and parking

expenses. Meals for professional leave will only be reimbursed with an overnight meeting or conference stay.

6. Days shall not be used for recreation or vacation.

4.05 UNCOMPENSATED LEAVE

- A. A leave of absence up to one (1) year shall be granted by the Board of Education to members of the teaching staff for the following purposes:
 - 1. Personal illness
 - 2. Physical or mental disability
 - 3. Maternity/paternity/adoption
- B. If recommended by the Superintendent, the Board may, but shall not be obligated to, grant an unpaid leave for the following purposes:
 - 1. Educational or professional purposes
 - 2. Public Service Commitment
 - 3. Travel
- C. An employee desiring such leave shall present, in writing, a request stating clearly the reason and purpose of the leave to the Superintendent. When the reason for the leave is personal illness or physical or mental disability, an employee shall also attach a doctor's statement.
- D. The Superintendent shall report the request to the Board at the next regular meeting. Without request, the Board may grant a leave of absence because of physical or mental disability.
- E. If a leave of absence is granted for personal illness or physical or mental disability, it may be extended for a second year by written request presented to the Superintendent and with the approval of the Board.
- F. Any employee who is on leave of absence and who wishes to return to his/her duties at the beginning of the following school year shall notify the Superintendent of such intention not later than May 1st in writing.
- G. Upon return from a leave of absence, a teacher shall resume the contract status held prior to such leave and will be returned to an available position for which he/she is qualified. Teachers using any Board approved leave of absence shall not lose seniority held prior to the leave, nor shall they gain additional seniority for the time on leave.
- H. Teacher(s) on an unpaid leave(s) of absence as stated herein shall not be eligible to receive any of the following benefits:

1. the accrual of sick leave;
 2. payment for calamity day(s), excluding those days approved for reasons provided under Section B of this Article.
- I. Contingent upon the procedures established by the insurance company(ies) providing the specific coverage, an employee shall be eligible to have any and all of his/her insurance coverage continued during an unpaid leave of absence, provided the employee pays the premium(s) for said coverage no later than the first day of each month.
 - J. The employee will bear sole responsibility for the purpose of S.T.R.S. credit during the uncompensated leave and shall reimburse the Board for the amount assessed the Board due to the purchase of STRS service credit related to such leave for all leaves which are granted on or after July 1, 2004.

4.06 ASSAULT LEAVE

- A. The Board will provide up to twenty-five (25) days Assault Leave for a teacher who is absent due to a physical or psychological disability if verified by a physician or a court appearance resulting from an assault which occurs in the course of the teacher's employment by the Board. The period of Assault Leave may be extended up to an additional 25 days by the Superintendent upon certification by a licensed physician that such additional time is necessary for the teacher's return to duty. The teacher will remain on full-pay status during the period of any such absence under the following provisions:
 1. The teacher, upon return to work, who has been assaulted must furnish a written, signed statement on forms provided by the board to justify the use of assault leave.
 2. A certificate from a licensed physician stating the nature of the disability and its duration and certifying that it is a direct result of the assault shall be required before assault leave can be approved for payment.
 3. Assault leave granted under this article shall not be charged as sick leave earned or earnable.
 4. The teacher will cooperate fully in any legal or disciplinary action taken by the board or civil authorities. Subject to the procedures of the court as requested, the superintendent or designee shall accompany and provide assistance to an assaulted teacher at related criminal court appearances.
 5. No teacher who applies and receives Ohio Worker's Compensation and/or disability retirement shall be eligible for assault leave days.

6. At the Superintendent's discretion, additional days for court appearance shall be granted.
- B. Teachers shall request use of leave on forms provided by the Board and shall certify the information provided is true and accurate.
- C. Absences due to court appearances resulting from an assault shall be chargeable to assault leave.
- D. If a member is required to be absent from school because of court appearance(s) resulting from an assault and he/she requires assault leave days exceeding fifteen (15) days during that school year, additional days equivalent to the number of days used for court appearances shall be granted to that member.
- E. The member assaulted agrees to cooperate fully with police and the Administration in any investigation of an alleged assault unless otherwise advised by his/her legal counsel.

4.07 ABSENCE DAY RESERVE PLAN

- A. If a bargaining unit member exhausts his/her sick leave accumulation because of an extreme medical emergency, another bargaining unit member, with the approval of the Superintendent, may donate up to five (5) days of his/her accumulated sick leave to the donee bargaining unit member.
- B. No bargaining unit member may receive more than an aggregate of thirty (30) donated sick leave days in any one school year. Donation of sick days shall be initiated by a bargaining unit member on a form furnished by the Treasurer. Donated sick leave days shall be added to the accumulated sick leave of the donee bargaining unit member and deducted from the donor bargaining unit member.
- C. To qualify for the absence day reserve plan, the bargaining unit member must submit a doctor's statement to the Treasurer certifying the extreme medical emergency.
- D. Donated sick leave days must be submitted to the treasurer three (3) work days prior to the need of the donee bargaining unit member. This requirement may be waived at the discretion of the Superintendent. However, any waiver decision by the Superintendent shall not set a precedent for future requests for a waiver.
- E. Donated sick leave may not be used for severance pay, nor may it be used to pay the bargaining unit member who goes on disability retirement.

4.08 MILITARY LEAVE

A. Rights

Teachers are entitled to all rights provided under the O.R.C. and the Uniform Services Employment and Reemployment Rights Act.

B. Compensation

1. A teacher who is a member of the Ohio National Guard, Ohio Naval Militia, or Military Reserve shall be granted a paid leave of absence for up to thirty-one (31) days during each contract year. This leave will be granted only in the event that the teacher is called into active service.
2. A teacher called into active service for a period in excess of thirty-one (31) days shall be paid the difference between his or her military pay and regular salary that would have been earned for service in the Danbury District. This pay will continue for a period of up to five (5) years.

C. Reinstatement

1. A teacher returning from military leave of three (3) years or less shall be reinstated to the same classification and position held prior to the leave.
2. A teacher returning from military leave greater than three (3) years shall be reinstated to the same classification, but may be assigned to a different position.

3. Seniority/Salary Placement

For purposes of seniority and placement on the salary schedule, up to five (5) years of absence due to military leave shall be counted as though the teacher's service had been performed in the Danbury District.

ARTICLE V – INSURANCES

5.01 COMPREHENSIVE MEDICAL INSURANCE

A. Hospital and Medical Insurance

Effective January 1, 2011, the Board shall make available a Comprehensive Medical Plan in accordance with Option 5, HSA, and any new plans offered by San-Ott or its successor. The terms and conditions of any new plans will be mutually negotiated. During the period August 1, 2010, through

December 31, 2010, all terms and conditions of the previous insurance plan will remain in effect.

B. Premium Share (BOE % / Employee %) Deductible Share (BOE contribution)

JANUARY 2011 - HSA – 100/0	50% OF DEDUCTIBLE;	OPTION 5	95/5
JANUARY 2012 - HSA – 100/0	50% OF DEDUCTIBLE;	OPTION 5	90/10
JANUARY 2013 - HSA – 100/0	40% OF DEDUCTIBLE;	OPTION 5	90/10

C. Prescription drug coverage shall have per prescription co-pays in accordance with the prescription plans offered by San-Ott or its successor.

D. Any certificated employee who elects to decline Board insurance shall be eligible for the following insurance options:

1. An employee eligible for family insurance coverage may decline Board insurance coverage and receive a semi-annual payment which equals \$3500 (2010), \$3600 (2011), \$3700 (2012).
2. An employee eligible for family insurance coverage may elect to take single insurance coverage and shall receive a semi-annual payment which equals \$2000 (2010), \$2100 (2011), \$2200 (2012).
3. The above options shall not apply to any district employees who are covered by the medical insurance plan, except as prescribed in paragraph 2 above. When two (2) district employees are married, they are entitled to one (1) family plan and one "in lieu of" payment in accordance with 5.01 Section D, Paragraph 1.
4. Employees electing to participate in insurance coverage must notify the Treasurer in writing no later than November 1 of any year they wish to decline coverage.
5. Any employee who has elected to participate in the insurance options and during the year loses insurance coverage through divorce, death, job loss or layoff shall be provided Board insurance coverage upon notification of the Treasurer.
6. Any employee electing to take the insurance option shall receive the first payment thirty days after the first six (6) months of participation (by April 1) and shall receive the second payment after the next six months of participation (by October 1) of any year he/she participates.

7. The option shall be annual from September 1 to August 31. Any employee electing to take this option shall not be subject to any pre-condition clause upon re-enrollment in the negotiated insurance program.
- E. A full Section 125 Plan shall be provided by the Board at no cost to the employee for administering the plan.
- F. Spousal Waiver requirement for Group Medical Benefits
1. Spouses of employees, where insurance is available to them, will be required to enroll in at least Single coverage through their provider.
 2. Spouses will be exempt from this requirement if:
 - a. The spouse's provider is another school district within the SAN-OTT School Consortium.
 - b. The spouse's provider does not offer Medical coverage.
 - c. The spouse must pay more than fifty percent (50%) of the highest cost single medical plan total monthly premiums offered by San-Ott or its successor.
 3. If none of these exemptions pertain to the spouse, the spouse must enroll for at least Single coverage. The spouse can still be maintained on the Board's plan as secondary coverage if eligible, but primary coverage will be the spouse's provider.
 4. Any employee employed prior to August 1, 2007, whose spouse is required to enroll in other coverage, shall be reimbursed for up to fifty percent (50%) of the highest cost single medical plan premiums offered by San-Ott or its successor.
- G. Pro-ration of Benefits for Part-Time Employees
- Part-time employees who are eligible for insurance benefits shall receive pro-rata benefits based upon the percentage of full-time employment.
- H. Payment In Lieu Of Health Reimbursement Account
- The Board will reimburse employees enrolled in a district health insurance plan \$1200 per year in lieu of Health Reimbursement Account. Payment schedule will be mutually agreed upon by both parties (BOE and DEA).

5.02 DENTAL INSURANCE

- A. The Board shall make available a full coverage family dental plan for certificated personnel.
- B. The Board will assume its percentage of payment of the premium in accordance with the Board's share of the HSA premium.
- C. The dental plan that shall be provided will be equivalent to that in effect on July 1, 2010.

5.03 LIFE INSURANCE

- A. The Board agrees to pay for a \$20,000 group-term life insurance policy including double indemnity for accidental death and dismemberment for all certified teachers.
- B. Life insurance shall be provided for all certified employees for the following amounts and conditions:
 - 1. \$20,000 of Term Life Insurance shall be provided to each employee.
 - 2. \$20,000 of accidental death and dismemberment shall be provided to each employee.
 - 3. Employees may elect to take just the life insurance.
 - 4. The Board will pay 100% of the total premium.

5.04 VISION COVERAGE

The Board agrees to reimburse employees for up to \$300 of documented expenses related to vision care per plan year for themselves or their dependents. Such requests for reimbursement must be submitted in writing to the Treasurer not later than thirty (30) days after the end of the plan year.

ARTICLE VI – SALARY PROVISIONS

6.01 BASE SALARY

The BA-0 Base Salary shall be as follows:

<u>Year</u>	<u>Salary Amount</u>	<u>Percentage Increase</u>
2010-11	\$37,050.00	2%
2011-12	\$37,791.00	2%
2012-13	\$38,547.00	2%

The salary schedule shall be indexed as indicated on the schedules which are attached hereto as Appendix B, Appendix C, and Appendix D.

6.02 STRS PICK-UP

The Danbury Board of Education agrees to pay to the State Teachers Retirement System on behalf of the employees 2.5% of the designated “employee contribution”.

6.03 STRS TAX-SHELTER

The Board of Education authorizes the tax sheltering of the remaining percentage of the teaching employees contribution to STRS.

6.04 PLACEMENT ON SALARY SCHEDULE

A. Salary schedule columns shall be defined as follows:

1. DEGREE – Employee must have a Bachelors Degree.
2. DEGREE+15 – Fifteen (15) semester hours of graduate work have been completed after the Bachelors Degree.
3. DEGREE+30/MA – Masters Degree or thirty (30) semester hours of graduate work have been completed after the Bachelors Degree.
4. MA+15 – Fifteen (15) semester hours of graduate work have been completed after the Masters Degree.
5. MA+30 – Thirty (30) semester hours of graduate work have been completed after the Masters Degree.
6. MA+45 – Forty-five (45) semester hours of graduate work have been completed after the Masters Degree.

- B. Official transcripts only will be accepted as proof of completion of the required course work.
- C. Credit on the teacher salary schedule will be given for previous teaching experience in a duly accredited school as defined in O.R.C. 3317.13 upon employment to a maximum of ten (10) years. Additional credit not to exceed five (5) years of military experience or alternative civilian service required by the Selective Service System will be given upon initial employment. Total experience credit granted shall not exceed ten (10) years for a combination of teaching and military experience. The Superintendent, with Board approval, may make exceptions in special circumstances. When an exception is made, the Superintendent shall give written notification to the Association President. Disputes as to "special circumstances" shall be subject to direct expedited binding arbitration.

6.05 MOVEMENT BETWEEN COLUMNS

- A. Dates for submission of official transcripts for Movement between Columns shall be as follows:
 1. 1st Contracted Day (Based on 185 days) to end of 1st 9 weeks
(Effective 1st Day 2nd 9 weeks)
 2. 1st day of 2nd 9 weeks to end of 1st semester
(Effective 1st Day 2nd Semester)
 3. 1st day of second Semester to last Contracted Day (Based on 185 days)
(Effective 1st Day 4th 9 weeks)
 4. Day after Last Contracted Day (Based on 185 days) to day before 1st Contracted day (Based on 185 days)
(Effective 1st day of Contract for the following year)
- B. All official transcripts for the total number of hours being presented must be submitted at same time and date stamped by the Treasurer's office during normal working hours (8:00 a.m. to 4:00 p.m.) Monday through Friday (excluding holidays).
- C. All transcripts and requests will be subject to normal review procedures, and if then verified and approved by the Board will be subject to a retroactive application of payment to the first day of the effective period as prescribed by 6.05(A) above.

- D. All afore referenced dates will be set according to the official school calendar as adopted annually by the Board.
- E. All requests for salary schedule changes will be based on the submission date of official transcripts and not completed class dates.

6.06 SEVERANCE PAY

- A. In accordance with statute, all employees who present evidence of retirement from active service with the Board of Education shall be granted severance pay for their accrued but unused sick leave days. This policy specifies the manner for doing so.
- B. The Board authorizes the payment to a retiring employee of $\frac{1}{4}$ of his/her unused sick leave days in the year of retirement.
- C. For purposes of this policy, "retirement" means retirement under the State Teachers Retirement System (STRS) and does not include disability retirement.
- D. In order to qualify for severance pay, an employee shall:
 - 1. Have made application within sixty (60) days following the effective date of retirement.
 - 2. Served ten (10) or more years of active service covered by STRS with the State or a political subdivision or a combination thereof.
 - 3. Express his/her intention to retire on or before his/her last day of service.
 - 4. Payment will be made to the estate in the event the employee becomes deceased prior to application for retirement.
- E. Severance pay will be made by the Board in the following manner:
 - 1. Payment shall be made no later than sixty (60) days after the application is filed and the employee's retirement is verified to the office of the Superintendent by the retirement system.
 - 2. Payment shall be based upon the employee's daily rate of base pay based on the days of service at the time of retirement exclusive of overtime or any supplementary pay.
- F. Payment of severance pay shall eliminate all obligations of the employer at the time of retirement from any further payment or restoration of sick leave unused.

- G. An employee who becomes eligible to retire and retires in the first year of eligibility shall be entitled to a one-time cash payment of fifteen thousand dollars (\$15,000.00). This payment shall be in addition to any severance pay under this Article. Eligibility shall be determined as thirty (30) years of service. Nothing herein shall be interpreted to preclude the payment of a retirement incentive to an employee who retires with less than thirty (30) years of service.

To qualify for this payment, an employee must have at least five (5) years of experience with the Danbury Schools and tender a written letter of resignation to the Superintendent and addressed to the Board at least by March 1st of the year of retirement.

6.07 PAY CHECKS

- A. The Board shall provide the employee with a twenty-four (24) equal pay plan. Employees shall receive their paychecks on the 15th and last day of each month. When these days fall on a weekend or holiday, employees shall receive their paychecks on the preceding workday.
- B. All paychecks will be direct deposited for new employees hired after August 1, 2010.
- C. Employees shall be paid on the last day of school nearest the regular scheduled pay day when there is no school on that pay day.
- D. Compensation for Supplemental positions listed on the Extra-Curricular Salary Schedule, shall be paid in the regular paycheck. For Supplemental positions which are year-round in nature, payment will be made in three (3) equal installments during the year.

Payment for all non-athletic supplemental positions, shall be made upon completion of the activity.

Payment for all athletic coaching Supplemental positions will be paid twice per season.

Final payment of all Supplemental positions shall be paid on completion of duties and with sign off by the Director of Student Activities or Principal.

- E. Expense account reimbursements will be paid within 30 days from date of completed paperwork including receipts.

6.08 PAYROLL DEDUCTIONS

- A. The following payroll deductions shall be provided at no cost for employees who authorize such deductions:
 - 1. Association dues (DEA/NWOWEA/OEA/NEA)
 - 2. Credit Union
 - 3. EPAC (Educators Political Action Committee)
 - 4. Tax-sheltered annuities
 - 5. United Way
 - 6. Other deductions currently in effect
 - 7. Health Savings Accounts
- B. Additional payroll deductions may be added upon mutual agreement between the Association President and the school district treasurer.
- C. Current tax-sheltered annuity companies shall be maintained. Additional companies may be added upon the request of a minimum of five (5) employees who are active participants in the plan.

6.09 SUPPLEMENTALS

- A. Compensation for positions listed on the Extra-Curricular Salary Schedule (see Appendix E) shall be determined by multiplying the base salary on the Teachers' Salary Schedule by the appropriate percentage, unless a specific fixed amount is stated on the schedule.

ARTICLE VII – INCLUSION

The Danbury Board of Education and the Danbury Education Association agree that all sections of the existing Collective Bargaining Agreement which are not re-negotiated shall be included in the new collective bargaining agreement. Any item not raised by either party in the parties' initial negotiations proposals will remain in force in the contract.

ARTICLE VIII - EMPLOYMENT OF RETIREES AS TEACHERS

- A. Definition of Retiree - A Retiree is an individual who has attained service retirement status with the State Teachers Retirement System and is otherwise qualified by certification and background for public school teaching in Ohio.
- B. Where a teaching vacancy exists which the Board may fill by hiring a properly certified teacher who is not already employed by the Board, the Board may consider and employ Retirees for any such vacancy upon the recommendation of the Superintendent. Article 3.03 will be implemented prior to hiring any Retiree. Prior employment in the District is not a guarantee of post-retirement employment or of a particular assignment.
- C. A Retiree shall be granted ten (10) years of teaching experience on the teachers salary schedule with the inclusion of his/her educational attainment. A Retiree shall be credited for another year on the salary schedule for each year employed after the first year hired as a Retiree. This provision expressly supersedes Chapter 3317 of the Ohio Revised Code.
- D. A Retiree shall receive a one-year limited teaching contract which shall expire automatically at the end of the stated term. No notice of non-renewal or Board action is required. Continuation of the employment of a Retiree through offering new one-year limited contracts which automatically expire shall be at the election of the Board and upon recommendation of the Superintendent. The requirements of Negotiated Agreement regarding limited contract teachers shall not apply to Retiree limited contracts. A Retiree is not eligible for a continuing teaching contract, regardless of years of employment with the Board. The parties specifically waive all rights for such employees pursuant to O.R.C. §§ 3319.11 and 3319.111 but an evaluation will be conducted during the school year.
- E. Evaluations shall be conducted at the discretion of the building principal. The evaluation shall not affect the automatic expiration of the limited contract.
- F. A Retiree shall accumulate and may use sick leave in accordance with the provisions of the Negotiated Agreement, but shall not be entitled to severance pay under the provisions of the Negotiated Agreement or under law upon conclusion of employment as a Retiree.
- G. A Retiree shall not be entitled to participate in insurances provided to the bargaining unit members under the provisions of the Negotiated Agreement, unless the STRS no longer offers insurance coverage to working retirees.

- H. A Retiree shall not accumulate Seniority in the bargaining unit for any purpose under the Negotiated Agreement (i.e., RIF, bidding on vacancies, etc.) and has no right of recall in the event of a reduction in force pursuant to the provisions of the Negotiated Agreement.
- I. A Retiree is eligible for a supplemental contract only at the discretion of the Superintendent. This subsection supersedes O.R.C. § 3313.53.
- J. A Retiree shall not be eligible for benefits regarding purchase of service credit that may be provided in the Negotiated Agreement.
- K. A Retiree shall be entitled to all other provisions in this Agreement that are available to bargaining unit members unless otherwise limited by the specific provisions of this Article.

ARTICLE IX – SEVERABILITY AND DURATION

9.01 SEVERABILITY

- A. In the event there is a conflict between a provision of this agreement and any applicable State or Federal Law, or valid rule or regulation adopted by a Federal agency or a state agency pursuant thereto, the applicable state or federal law or valid rule or regulation adopted by a federal or a state agency shall prevail as to that provision. All other provisions of this agreement which are not in conflict with any applicable State or Federal law, or valid rule or regulation adopted by a Federal Agency or a State Agency pursuant thereto, shall continue in full force and effect in accordance with their terms.
- B. If, during the term of this agreement, there is a change in any applicable State or Federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, which would invalidate any provision of this agreement, pursuant to Article I of the Negotiated Agreement, the parties will meet to negotiate any necessary change in the agreement relative to the affected provision within sixty (60) days by demand of either party.
- C. If, during the term of this agreement, there is a change in any applicable state or federal law, or valid rule or regulation adopted by a federal or a state agency pursuant thereto, which requires the Board of Education to develop policies that affect the term(s), condition(s) of employment, or working condition(s), then pursuant to Article I of the Negotiated Agreement, the parties will meet to negotiate the additional term, condition of employment or working condition within sixty (60) days by demand of either party.

9.02 DURATION

This contract shall become effective August 1, 2010, and shall remain in full force and effect through July 31, 2013, both dates inclusive.

Danbury Education Association

Danbury Board of Education

Joseph R. Futz 6-29-10
DEA President

Kenneth C. B... 6-29-10
Board President

Carrie Smolik
O.E.A. UniServ Consultant

Donald R. Parent
Superintendent

Date: _____

Date: 6/29/10

MEMORANDUM OF UNDERSTANDING
DEA NEGOTIATED AGREEMENT
AUGUST 1, 2013 TO JULY 31, 2015

5.01 INSURANCE

JANUARY 2014

HSA 95/5 40% OF DEDUCTABLE

OPTION 5 85/15

JANUARY 2015

HSA 95/5 40% OF DEDUCTABLE

OPTION 5 80/20

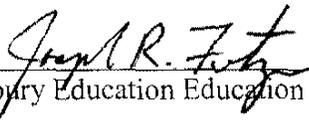
5.01 D

Decline Family coverage and take no coverage – 2013 - \$3800, 2014 - \$4000

Decline Family coverage and take single coverage – 2013 - \$2300, 2014 - \$2500

Article 6.01 Base Salary - There shall be salary reopener for the 2013-14 and 2014-15 school years. Negotiations shall proceed in accordance with Article 1.03 of the collective bargaining agreement.

Any other changes to the collective bargaining agreement must be mutually agreed upon by both parties.



Danbury Education Education



Danbury Local School District

DANBURY LOCAL SCHOOL DISTRICT
GRIEVANCE FORM – LEVEL ____

Name _____ Assignment _____

Date Received by Administrator/Board _____

Grievance No. _____

Specific item alleged violated, misinterpreted, and/or misapplied:

Statement of Grievance: _____

Remedy Requested: _____

Signature of Aggrieved

Date Filed at this Level

Hearing Date: _____

Disposition Rendered: _____

Signature of Person Rendering Disposition Date

(Attach additional pages as necessary to complete any section)

2010-11 Teacher Salary Schedule

Appendix B

Step	Bachelor	B +15	B+30/Master	M+15	M+30	M+45
0	37050	39736	42608	43349	44090	44831
Index	1	1.0725	1.15	1.17	1.19	1.21
1	38921	41403	44460	45275	46072	46850
	1.0505	1.1175	1.2	1.222	1.2435	1.2645
2	40329	43071	46313	47202	48054	48869
	1.0885	1.1625	1.25	1.274	1.297	1.319
3	41737	44738	48165	49128	50036	50888
	1.1265	1.2075	1.3	1.326	1.3505	1.3735
4	43145	46405	50018	51055	52018	52907
	1.1645	1.2525	1.35	1.378	1.404	1.428
5	44552	48072	51870	52982	54000	54927
	1.2025	1.2975	1.4	1.43	1.4575	1.4825
6	45961	49740	53723	54908	55983	56946
	1.2405	1.3425	1.45	1.482	1.511	1.537
7	47368	51407	55575	56834	57965	58965
	1.2785	1.3875	1.5	1.534	1.5645	1.5915
8	48776	53074	57428	58761	59947	60984
	1.3165	1.4325	1.55	1.586	1.618	1.646
9	50184	54741	59280	60688	61929	63004
	1.3545	1.4775	1.6	1.638	1.6715	1.7005
10	51592	56409	61133	62615	63911	65022
	1.3925	1.5225	1.65	1.69	1.725	1.755
11	53000	58076	62985	64541	65893	67042
	1.4305	1.5675	1.7	1.742	1.7785	1.8095
12	54408	59743	64838	66468	67876	69061
	1.4685	1.6125	1.75	1.794	1.832	1.864
13	55816	61410	66690	68394	69858	71080
	1.5065	1.6575	1.8	1.846	1.8855	1.9185
14	57224	63078	68543	70321	71840	73100
	1.5445	1.7025	1.85	1.898	1.939	1.973
15	57224	64745	70395	72248	73822	75119
	1.5445	1.7475	1.9	1.95	1.9925	2.0275
18	60040	66412	72248	74174	75804	77138
	1.6205	1.7925	1.95	2.002	2.046	2.082
21	60040	68079	74100	76101	77786	79157
	1.6205	1.8375	2	2.054	2.0995	2.1365
25	60040	69747	75953	78027	79769	81177
	1.6205	1.8825	2.05	2.106	2.153	2.191

2011-12 Teacher Salary Schedule

Appendix C

Step	Bachelor	B +15	B+30/Master	M+15	M+30	M+45
0	37791	40531	43460	44215	44971	45727
Index	1	1.0725	1.15	1.17	1.19	1.21
1	39699	42231	45349	46181	46993	47787
	1.0505	1.1175	1.2	1.222	1.2435	1.2645
2	41136	43932	47239	48146	49015	49846
	1.0885	1.1625	1.25	1.274	1.297	1.319
3	42572	45633	49128	50111	51037	51906
	1.1265	1.2075	1.3	1.326	1.3505	1.3735
4	44008	47333	51018	52076	53059	53966
	1.1645	1.2525	1.35	1.378	1.404	1.428
5	45444	49034	52907	54041	55080	56025
	1.2025	1.2975	1.4	1.43	1.4575	1.4825
6	46880	50734	54797	56006	57102	58085
	1.2405	1.3425	1.45	1.482	1.511	1.537
7	48316	52435	56687	57971	59124	60144
	1.2785	1.3875	1.5	1.534	1.5645	1.5915
8	49752	54136	58576	59937	61146	62204
	1.3165	1.4325	1.55	1.586	1.618	1.646
9	51188	55836	60466	61902	63168	64264
	1.3545	1.4775	1.6	1.638	1.6715	1.7005
10	52624	57537	62355	64205	65189	66323
	1.3925	1.5225	1.65	1.69	1.725	1.755
11	54060	59237	64245	65832	67211	68383
	1.4305	1.5675	1.7	1.742	1.7785	1.8095
12	55496	60938	66134	67797	69233	70442
	1.4685	1.6125	1.75	1.794	1.832	1.864
13	56932	62639	68024	69762	71255	72502
	1.5065	1.6575	1.8	1.846	1.8855	1.9185
14	58368	64339	69913	71727	73277	74562
	1.5445	1.7025	1.85	1.898	1.939	1.973
15	58368	66040	71803	73692	75299	76621
	1.5445	1.7475	1.9	1.95	1.9925	2.0275
18	61240	67740	73692	75658	77320	78681
	1.6205	1.7925	1.95	2.002	2.046	2.082
21	61240	69441	75582	77623	79342	80740
	1.6205	1.8375	2	2.054	2.0995	2.1365
25	61240	71142	77472	79588	81364	82800
	1.6205	1.8825	2.05	2.106	2.153	2.191

2012-13 Teacher Salary Schedule

Appendix D

Step	Bachelor	B +15	B+30/Master	M+15	M+30	M+45
0	38547	41342	44329	45100	45871	46642
Index	1	1.0725	1.15	1.17	1.19	1.21
1	40494	43076	46256	47104	47933	48743
	1.0505	1.1175	1.2	1.222	1.2435	1.2645
2	41958	44811	48184	49109	49995	50843
	1.0885	1.1625	1.25	1.274	1.297	1.319
3	43423	46546	50111	51113	52058	52944
	1.1265	1.2075	1.3	1.326	1.3505	1.3735
4	44888	48280	52038	53118	54120	55045
	1.1645	1.2525	1.35	1.378	1.404	1.428
5	46353	50015	53966	55122	56182	57146
	1.2025	1.2975	1.4	1.43	1.4575	1.4825
6	47818	51749	55893	57127	58245	59247
	1.2405	1.3425	1.45	1.482	1.511	1.537
7	49282	53484	57821	59131	60307	61348
	1.2785	1.3875	1.5	1.534	1.5645	1.5915
8	50747	55219	59748	61136	62369	63448
	1.3165	1.4325	1.55	1.586	1.618	1.646
9	52212	56953	61675	63140	64431	65549
	1.3545	1.4775	1.6	1.638	1.6715	1.7005
10	53677	58688	63603	65144	66494	67650
	1.3925	1.5225	1.65	1.69	1.725	1.755
11	55141	60422	65530	67149	68556	69751
	1.4305	1.5675	1.7	1.742	1.7785	1.8095
12	56606	62157	67457	69153	70618	71852
	1.4685	1.6125	1.75	1.794	1.832	1.864
13	58071	63892	69385	71158	72680	73952
	1.5065	1.6575	1.8	1.846	1.8855	1.9185
14	59536	65626	71312	73162	74743	76053
	1.5445	1.7025	1.85	1.898	1.939	1.973
15	59536	67361	73239	75167	76805	78154
	1.5445	1.7475	1.9	1.95	1.9925	2.0275
18	62465	69095	75167	77171	78867	80255
	1.6205	1.7925	1.95	2.002	2.046	2.082
21	62465	70830	77094	79176	80929	82356
	1.6205	1.8375	2	2.054	2.0995	2.1365
25	62465	72565	79021	81180	82992	84456
	1.6205	1.8825	2.05	2.106	2.153	2.191

**DANBURY LOCAL SCHOOL DISTRICT
EXTRA-CURRICULAR SALARY SCHEDULE
BASED ON BASE SALARY**

ATHLETICS

A.	HEAD FOOTBALL HEAD BASKETBALL	14.1
B.	HEAD TRACK HEAD VOLLEYBALL HEAD BASEBALL HEAD SOFTBALL HEAD GOLF – BOYS HEAD GOLF - GIRLS HEAD CROSS COUNTRY	11.0
C.	ASSISTANT FOOTBALL ASSISTANT BASKETBALL ASSISTANT BASEBALL ASSISTANT SOFTBALL CHEERLEADER DIRECTOR	10.0
D.	ASSISTANT TRACK ASSISTANT VOLLEYBALL	8.0
E.	MIDDLE SCHOOL FOOTBALL MIDDLE SCHOOL BASKETBALL MIDDLE SCHOOL VOLLEYBALL MIDDLE SCHOOL TRACK MIDDLE SCHOOL CROSS COUNTRY B/G	6.5
F.	WEIGHTROOM COORDINATOR (per season)	6.0
H.	EXTRA CURRICULAR SUPERVISOR (per season)	4.0
I.	ELEMENTARY SPORTS	1.0

HIGH SCHOOL

J.	MUSIC DIRECTOR	14.1
	YEARBOOK	6.5
	JUNIOR CLASS ADVISOR	6.0
	PLAY ADVISOR	5.5
	STUDENT COUNCIL	5.5
	ACADEMIC CHALLENGE	5.5
	FOREIGN LANGUAGE CLUB	2.7
	SCIENCE CLUB	2.7
	KEY CLUB	2.7
	NATIONAL HONOR SOCIETY	2.7
	ART CLUB	2.7
	P.A.W.S.	2.7
	CLASS ADVISOR	2.0
	SENIOR CLASS VIDEO	1.0
	TECHNOLOGY COMMITTEE	1.0
	BUILDING LEADERSHIP TEAM	1.0

MIDDLE SCHOOL

K.	ACADEMIC CHALLENGE	2.7
	STUDENT COUNCIL	3.7
	POWER OF THE PEN	2.7
	WASHINGTON D.C. TRIP	2.7
	(per teacher)	
	MOHICAN TRIP	1.0
	(per teacher)	
	TECHNOLOGY COMMITTEE	1.0
	BUILDING LEADERSHIP TEAM	1.0

ELEMENTARY

L.	ELEMENTARY MUSIC	6.5
	TECHNOLOGY COMMITTEE	1.0
	BUILDING LEADERSHIP TEAM	1.0
	QUIZ BOWL	1.0

DISTRICT

M.	DRUG FREE SCHOOL COMMITTEE	1.0
	L.A.T.	1.0
	SATURDAY SCHOOL MONITOR	\$25.00 PER HOUR
	CURRICULUM, TUTORING	\$30.00 PER HOUR
	SUMMER SCHOOL, PROFESSIONAL DEVELOPMENT	
	DANBURY FOR KIDS DIRECTOR	\$ 6,000
	** EMPLOYEES MAY SPLIT A SUPPLEMENTAL CONTRACT	

Grade/Subj./Course _____

Teacher _____

Observer _____

Date _____

Time _____

Pre-Observation Form

1. Class Setting: Topic of Lesson _____
- A. What have the students been doing in the past several lessons?

 - B. Are there prerequisite skills or knowledge needed by the students in order to accomplish the objectives?

 - C. What will be the physical setting?

 - D. What materials will you use in the lesson?

 - E. Are there any students with unique learning characteristics in the class that will require intervention strategies?

2. Learning Objectives

- A. Content (what students will learn)

- B. Process (what students will do)

- C. Where do these fit into the content standards/course of study?

3. Assessment Procedure

- A. How will you know if the students have achieved the objectives of the lesson?

4. Reinforcement

- A. How will you reinforce what the students will learn?

5. Role

- A. What will be your role in the lesson?

- B. What should be my focus (as principal) while observing? (strengths and weaknesses)

**DANBURY LOCAL SCHOOL DISTRICT
TEACHER OBSERVATION FORM**

Teacher _____

Observer _____

Grade/Subject _____

Observation Date _____

Appraisal Scale:	1	=	Unacceptable
	2	=	Below Expectations
	3	=	Meets Minimum Expectations
	4	=	Meets Expectations
	5	=	Exceeds Expectations

Starting Time _____

Ending Time _____

I. TEACHING

- _____ Volume and clarity of voice
- _____ Explains lessons and assignments clearly
- _____ Has lessons well-planned
- _____ Demonstrates skill in questioning and responding to student questions
- _____ Uses entire class time productively
- _____ Uses a variety of teaching methods
- _____ Involves students in the learning process
- _____ Strives to make subject material meaningful and relevant to students
- _____ Displays enthusiasm for teaching
- _____ Develops critical thinking skills
- _____ Learning objectives are clearly defined for students
- _____ Lesson objectives are related to State Standards, District improvement plan, and mission statement
- _____ Pupil outcomes are related to District's strategic improvement plan and State Standards
- _____ Works with Intervention Specialists to enhance the learning experience for special needs students.

II. CLASSROOM ATMOSPHERE

- Classroom is pleasant with appropriate posters and bulletin boards that display students' work
- Classroom is free of hazards
- Students understand classroom rules and procedures
- Classroom climate promotes fairness to students

III. ASSESSMENT

- Homework is meaningful, reasonable, and assigned on a regular basis
- Uses varied forms of assessment (tests, homework, in-class work, portfolios, etc.)
- Has at least one graded assignment each week on the average
- Recognizes individual differences and makes appropriate adjustments
- Monitors students' understanding throughout the lesson
- Evaluation strategies are appropriate and aligned with goals of the lesson

IV. STUDENT RELATIONS

- Is firm, fair, and consistent with discipline
- Has high expectations for students
- Shows good judgment when dealing with students
- Maintains proper teacher/student relations
- Moves about the room during instruction and intervention
- Uses a variety of intervention tactics for discipline needs

Observer's Comments:

Teacher's Comments:

Observer's Signature

Teacher's Signature

Conference Date

The signature of the teacher does not indicate agreement with the ratings or comments but rather that he/she received a copy of this form.

(Additional pages may be used as desired)

**DANBURY LOCAL SCHOOL DISTRICT
TEACHER EVALUATION FORM**

Teacher _____

Observer _____

Grade/Subject _____

Observation Date _____

Appraisal Scale:	1	=	Unacceptable
	2	=	Below Expectations
	3	=	Meets Minimum Expectations
	4	=	Meets Expectations
	5	=	Exceeds Expectations

I. COMMUNICATIONS

- _____ Volume and clarity of voice
- _____ Explains lessons and assignments clearly
- _____ Demonstrates skill in questioning and responding to student questions
- _____ Keeps students and parents aware of grades throughout the grading period

II. GRADING

- _____ Uses varied forms of assessment (tests, homework, in-class work, portfolios, etc.)
- _____ Has at least one graded assignment each week on the average
- _____ Maintains accurate, complete, and correct records

III. DISCIPLINE

- _____ Is firm, fair, and consistent with discipline
- _____ Shows good judgment when dealing with students
- _____ Maintains proper teacher/student relations
- _____ Uses a variety of intervention tactics for discipline needs
- _____ Maintains a positive learning atmosphere in the classroom where everyone has the opportunity to learn

IV. INSTRUCTION

- _____ Uses a variety of teaching methods
- _____ Uses technology when appropriate
- _____ Uses community resources when applicable
- _____ Involves students in the learning process
- _____ Strives to make subject material meaningful and relevant to students
- _____ Homework is meaningful, reasonable, and assigned on a regular basis
- _____ Classroom is pleasant, with appropriate posters and bulletin boards that display students' work
- _____ Displays enthusiasm for teaching
- _____ Recognizes individual differences and makes appropriate adjustments
- _____ Pupil outcomes are related to District's strategic improvement plan and State Standards
- _____ Has high expectations for student achievement

V. HUMAN RELATIONS

- _____ Is friendly and cheerful
- _____ Has a good rapport with students
- _____ Is tolerant and understanding of students' diverse abilities and problems
- _____ Is willing to try suggested ideas
- _____ Is a team worker who cooperates and collaborates with the staff, each doing a part, but all subordinating personal prominence to the efficiency of the whole

VI. PROFESSIONALISM

- _____ Personally demonstrates the importance of lifelong learning to students, staff, and community
- _____ Attends all announced meetings
- _____ Is willing to share new teaching methods and current educational topics with peers by leading discussions or presentations at staff meetings
- _____ Is continually striving to improve his/her craft
- _____ Is punctual in performing assigned duties
- _____ Is punctual to school and to class
- _____ Turns in lesson plans and school reports in a timely fashion
- _____ Dresses in a professional manner
- _____ Conducts themselves in a professional manner when dealing with students, parents, and fellow staff members
- _____ Promotes a positive attitude about the students and the school with staff and community members
- _____ Attends school events related to the classroom
- _____ Attends workshops and/or seminars that will enhance the teaching/learning experience
- _____ Strives to keep current on educational research through professional journals

- Contacts parents with discipline concerns
- Believes that all students can learn

Administrator's Comments:

Teacher's Comments:

Evaluator's Signature

Date

Teacher's Signature

Date

The signature of the teacher does not indicate agreement with the evaluation but rather that he/she has received a copy of the form.

(Additional pages may be used as desired)

Teacher Self-Evaluation Professional Growth Plan

Choose one performance area from the list below that you would like to focus on this year. List your goals and the steps you will take to reach these goals on the attached form.

1. **Communication-** What am I doing to communicate with parents (both positive information and areas of concern)?
2. **Classroom management-** In what ways have I established and maintained appropriate standards of behavior to create a positive learning environment for my students? What do I need to do to be more effective?
3. **Instruction-** How do I reach all students? How do I make students responsible for their learning? How do I integrate technology into my lessons? What instructional strategies would I like to incorporate into my teaching?
4. **Assessment-** What assessment techniques have I used to evaluate student learning? Do I modify instruction based upon assessment? How can I improve my use of classroom assessment to differentiate instruction?
5. **Professional Responsibilities-** What professional development activities am I engaging in to improve my teaching?
6. **Leadership-** What responsibilities am I willing to take on in order to improve the environment of Danbury?

Name _____ Date _____

**Teacher Self-Evaluation
Professional Growth Plan**

Choose one performance area that you would like to focus on this year.
List your goals and the steps you will take to reach these goals.

Area to be Strengthened (Area for Growth):

Action Plan: *Describe the actions you plan to take to accomplish this goal.*

The Professional Growth Plan stated above has been reviewed and is appropriate for implementation beginning with the school year _____

Educator's Signature

Date

Principal's Signature

Date

Having completed the identified action plan, describe the impact on your instruction and student performance.

I verify that I personally engaged in these activities.

Educator's Signature

Date

I have reviewed the above plan.

Principal's Signature

Date

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

July 26, 2010

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

Dear Board Members:

Please be advised that the Danbury Education Association and the Danbury Association of Non-Teaching Employees, affiliated with the Ohio Education Association (OEA) and the National Education Association (NEA), and the Danbury Local School District Board of Education have successfully completed negotiations and ratified new collective bargaining agreements. Copies of both agreements are enclosed.

Also enclosed is a copy of this letter. Please time/date stamp the copy and return it to our office in the self-addressed, stamped envelope provided.

Thank you for your assistance.

Sincerely,



Carrie Smolik
OEA Labor Relations Consultant

CS/pa

Enclosures

