



04-25-12
12-CON-01-2025
2025-01
K28599

AGREEMENT BETWEEN

THE BOARD OF EDUCATION OF

ONTARIO LOCAL SCHOOLS

AND THE

ONTARIO FEDERATION OF TEACHERS

LOCAL #1703

AMERICAN FEDERATION OF TEACHERS

AFL/CIO

AMENDED JANUARY 2012

TABLE OF CONTENTS

	Page
Table of Contents	01
Signature Page	03
Treasurer’s Certificate	04
Contract Length	05
Preamble	06
Article I	
A. Recognition	06
B. Challenges	06
C. Definitions	07
D. Other Organizations	08
E. Dues Check-off	08
F. Agency Shop	09
Article II	
Clarification	10
Article III	
Conformity to Law	12
Article IV	
Grievance Procedure	13
Article V	
Teacher Transfer Policy	16
Article VI	
Lunch Period	17
Article VII	
Attendance Premium	18
Article VIII	
Leave	19
A. Sick Leave	19
B. Severance Pay	21
C. Personal Leave	22
D. Professional Meetings	24
E. Attendance at Federation Meetings	25
F. Maternity Leave	26
G. General Leave	27
H. Limited Leave	27
I. Sabbatical Leave	28
J. Assault Leave	29
K. Notification of Return	29
Article IX	
Personnel Files	30
Article X	
Non-teaching Duties	31
Article XI	
Traveling Teachers	31
Article XII	
Conditions Applicable to All Teachers	32
Article XIII	
Pupil’s Report Card Marks	34
Article XIV	
Academic Freedom	34
Article XV	
Discipline Code	35
Article XVI	
Hiring of Substitute Teachers	36
Article XVII	
Hiring of Retired Teachers	37
Article XVIII	
Length of School Day and Year	38
Article XIX	
Daily Work Schedule	39
Article XX	
Tutoring / Remediation	41
Article XXI	
Class Size Limitations	42
Article XXII	
Class Loads	42
Article XXIII	
Curriculum Council / In-service Training	43
Article XXIV	
Department Heads and Job Descriptions	43
Article XXV	
Professional Development	44

Article XXVI	Non-tenured / Tenured Employees	45
Article XXVII	Decrease of Staff Members	47
Article XXVIII	Medical Examination	48
Article XXIX	Aids Policy	49
Article XXX	Health Insurance	50
	A. Full-Time Employees.....	50
	1. Hospitalization	50
	2. Dental Care	51
	3. Vision Care	52
	B. Part-time Employee Clause	52
	1. Hospitalization.....	52
	2. Dental Care.....	53
	3. Vision Care.....	53
	C. Prescription Drug Card	53
	D. Deductibles.....	54
	E. Co-insurance Limits	54
	F. Doctor Office Co-pay	54
	G. Maximum Lifetime Coverage	54
	H. Retiring Employees Insurance Termination Date	54
	I. Long-term Substitutes Eligibility	54
	J. Insurance Liaison	55
	K. PPO Network	55
Article XXXI	Life Insurance	55
Article XXXII	Annuities	56
Article XXXIII	Federation Representation on Committees	56
Article XXXIV	Federation Days	57
Article XXXV	Work Stoppages	57
Article XXXVI	Amendment to the Agreement	58
Article XXXVII	Negotiations Procedure	58
	A. Statement of Principle.....	58
	B. Subjects of Negotiation.....	59
	C. Requests for Negotiation.....	59
	D. Choice of Format.....	59
	E. Negotiation Meetings.....	60
	F. Representation.....	61
	G. Information.....	61
	H. News Releases.....	61
	I. Agreement.....	61
	J. Disagreement.....	62
Article XXXVIII	Salary Schedule Regulations	62
Article XXXIX	Extracurricular Salary Regulations	64
Salary Indices		66
Salary Schedule 2011-2012		67
Extracurricular Salary Indices.....		68
Extracurricular Salary Schedule 2011-2012.....		69-72
Salary Schedule 2012-2013.....		73
Extracurricular Salary Schedule 2012-2013.....		74-77

Salary Schedule 2013-2014..... 78
Extracurricular Salary Schedule 2013-2014..... 79-82

This Agreement attested to the 24th day of January, 2012, by and between the parties shall bind the Ontario Local Board of Education and the Ontario Federation of Teachers as agreed.



Mary Bennett, President
Ontario Local Board of Education



Rodney Miller, President
Ontario Federation of Teachers, #1703



Lisa Carmichael, Superintendent
Ontario Local Schools

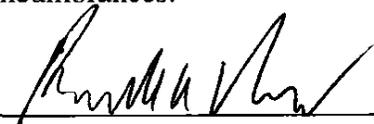


Joe Balogh, Vice-President
Ontario Federation of Teachers, #1703

The following certificates are attached to the Ontario Federation of Teachers Local 1703 contract beginning November 8, 2011 and ending January 24, 2014.

R.C. 5705.41 Certification

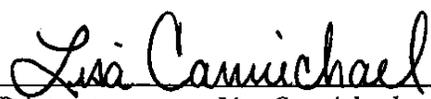
As the chief fiscal officer of the Owner, I certify that the amount required to meet the obligation of the fiscal year in which the attached contract is made has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances.



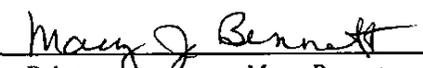
Print or type name: Randall Harvey
Treasurer

R.C. 5705.412 Certification

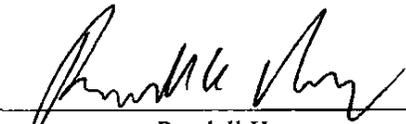
We certify that the Owner has in effect for the remainder of the fiscal year and the succeeding fiscal year, the authorization to levy taxes including the renewal or replacement of existing levies which when combined with the estimated revenues from all other sources available to the district at the time of certification, are sufficient to provide operating revenues necessary to enable the district to maintain all personnel, programs, and services essential to the provision of an adequate educational program for all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in the two succeeding fiscal year, equal to the number of days instruction was held or is scheduled for the current fiscal year.



Print or type name: Lisa Carmichael
Superintendent



Print or type name: Mary Bennett
President of the Board of Education



Print or type name: Randall Harvey
Treasurer

NEGOTIATIONS

This agreement between the Ontario Federation of Teachers and the Ontario Local Board of Education pertaining to all items, monetary and non-monetary, shall be for a period of two years, beginning January 24, 2012 and ending January 24, 2014.

PREAMBLE

The purpose of this agreement is to set forth the intents and terms thereof agreed to by the Ontario Local Board of Education and the Ontario Federation of Teachers as follows:

ARTICLE I

A - RECOGNITION

1. RECOGNITION OF FEDERATION

The Ontario Local Board of Education recognizes the Ontario Federation of Teachers, Local 1703, American Federation of Teachers, AFL-CIO, as the sole and exclusive bargaining representative for all classroom teachers in the Ontario Local School District on matters of salary, fringe benefits and terms and conditions of employment as addressed in this negotiated agreement.

2. RECOGNITION OF BOARD

In order to carry out its responsibility for the development and operation of programs providing the best educational opportunity for the Ontario Local School District, the Federation recognizes that the Board has the responsibility and authority to manage and direct in behalf of the public, all operational activities of the school district to the full extent authorized by the law.

3. RECOGNITION OF SUPERINTENDENT

The Federation and Board recognize the Superintendent as the chief executive officer and primary professional advisor of the board.

B – CHALLENGES

1. Only bona fide teacher organizations may challenge the Ontario Federation of teachers for the right to represent the bargaining unit. If such a teacher's organization wishes to challenge the Ontario Federation of Teachers for such rights, that organization must

notify the Ontario Federation of Teachers during the third week of September commencing with September, 1985. The challenge must be through a petition which contains at least 50% of the regular certificated staff exclusive of administrators. After receiving such notice and with little delay, no more than two representatives of the Ontario Federation and two representatives of the challenging organization shall meet to establish policies and procedures for an election. No challenge shall be valid except as provided herein.

2. If no notice is received pursuant to Article I, A, 4, a, the Ontario Federation of Teachers shall remain the sole and exclusive representative of the bargaining unit for a period of three additional years. Future negotiated agreements will extend no longer than the time remaining in the three year recognition period.
3. If, as a result of the procedure stated in sections A & B above of the Article, an election is to be held, that election shall be held during the second week of December commencing with 1987 under the direction and supervision of the American Arbitration Association in accordance with ground rules to be negotiated between the Ontario Federation of Teachers and the challenging organization. The cost of the election will be borne by the challenging organization.
4. The Ontario Local Board of Education will recognize the winner of an election as the sole and exclusive agent for regular certificated staff which includes teachers, librarians, and guidance counselors. Administrators are excluded.
5. The winner of such an election will be the organization which obtains 50% plus 1 (simple majority) of those voting.
6. The Ontario Local Board of Education recognizes that the present contract has been negotiated with the Ontario Federation of Teachers and if the Ontario Federation of Teachers is not re-elected as the bargaining agent, the contract will become null and void.

C - DEFINITIONS

1. Wherever the term "Board" is used, it is to mean the Ontario Local Board of Education.

2. Wherever the term “Federation” is used, it is to mean the Ontario Federation of Teachers, affiliated with the Ohio Federation of Teachers and the American Federation of Teachers, AFL-CIO.
3. Whenever the singular is used, it is to include the plural.
4. When the term “superintendent” is used, it shall refer to the superintendent or his delegated representative. When “principal” is used, it shall refer to the principal or his delegated representative.
5. Whenever the term “teacher” is used, it shall mean all members of the bargaining unit as defined in Article II, #5.

D - OTHER ORGANIZATIONS

Teachers shall have the privilege of joining any teachers’ organization, but such membership shall not be a requirement of employment. No undue pressure shall be applied to any certificated teacher to join a particular teachers’ group. No member of the faculty shall be influenced against joining or continuing membership in any such organization by any person in a supervisory or administrative capacity.

E - DUES CHECK- OFF

1. The Board shall deduct Federation dues from the second paycheck of each month for each employee from whom it receives a written authorization to do so. Such deductions shall continue until the Treasurer of the Board is in receipt of a written revocation of such authorization from the employee; or until the employee’s services are terminated. Forms shall be provided for such purpose. Enrollments may be filed monthly not later than the tenth of the month.
2. Monies from dues collections accompanied by a list of employees from whom they have been deducted shall be transmitted to the Federation not later than 15 days. If dues are not deducted because of a clerical mistake, the Federation will notify the Treasurer and the proper deductions shall be made the following month.

3. The form provided shall read:

I hereby authorize and direct the Board of Education of Ontario Local Schools, through its Treasurer, to deduct from the portion of my salary due me each month the amount as certified by the Ontario Federation of Teachers as the current rate of dues. Such deduction is to start after the date of this authorization.

I further authorize and direct you to transfer and pay such sum as determined by the Ontario Federation of Teachers' Fair Share Fee Procedures.

Employee Signature

Effective Date _____

Social Security Number _____

Position _____

Last Name _____ First _____ Initial _____

Address _____

Building _____

4. Organizational dues deductions shall be the sole and exclusive right of the bargaining representative.

F - AGENCY SHOP

1. Effective with the beginning of the 1984-85 school year, all members of the bargaining unit who are not members of the Federation shall pay a fair share fee to the Federation in accordance with the following requirements:
 - a. The fair share fee shall be automatically deducted from the pay beginning with the first payroll or 60 calendar days after the employee's first day of service, or the effective date of this agreement, whichever is later.

- b. The fair share fee shall not be more than the dues paid by members of the Federation not including initiation fees, fines, assessments, or optional payments.
- c. The Federation shall provide the Treasurer with a list of names of those unit employees who are not members of the Federation and the amount of the fair share fee to be deducted for each.
- d. The Federation shall develop and provide a written copy to each employee of an internal rebate procedure which conforms to Section 4117.09 of the O.R.C. and other applicable law.
- e. The Federation shall indemnify the Board and its members and hold them harmless from any liability, damages, or expenses including legal fees resulting from legal or administrative claim brought against them as a result of this provision.

ARTICLE II

CLARIFICATION

- A. Five copies of all school Board minutes shall be available to the Federation as soon as they are approved by the Board action.
- B. Five copies of the agenda topics and one complete agenda and addendum(s) of each regular and special Board meeting shall be available to the president of the Federation of his/her assigned representative when completed. When delivery of the addendum(s) is not possible because of the time factor, the contents of the addendum(s) shall be communicated to the president of the Board and to the president of the Federation or his/her assigned representative by phone as soon as it is completed. The Federation president shall be advised as soon as possible of all special Board meetings. Sufficient numbers of the copies of the agenda shall be available at Board meetings.
- C. Superintendents, principals, or secretaries shall not collect dues for any teacher organization.
- D. The Federation agrees to represent equally all teachers without regard to membership or participation or association with the activities of any teacher's organization and to give

equal consideration and representation to any teacher not affiliated with a teacher's organization.

- E. The bargaining unit includes guidance counselors, special education teachers, remedial teachers, certificated school nurse (this position will be eliminated from the bargaining unit when our 2000/2001 nurse is no longer under contract) certificated school librarians, and classroom teachers.
- F. A list of all bills presented for payment at each regular Board of Education meeting shall be available to the Federation president, or his/her representative, at Board meetings.
- G. The Superintendent, or his/her designee, and a Federation representative shall meet at the request of either party to discuss any matters pertaining to the terms of the negotiated agreement. Other labor relation problems which are mutually agreed to may be discussed at said meeting. Similar meetings may take place at the building level between the principal and the Federation building representative. An agenda shall be prepared twenty-four (24) hours in advance by the requesting party and a copy will be provided to all other participants.
- H. A place on the agenda of building teacher meetings shall be reserved for the Federation building representative for announcements. Sufficient notice shall be given to the principal so that this may be added to the agenda.
- I. The Federation shall place on the agenda of each meeting any matters brought to its attention for its consideration by the administration.
- J. Whenever members of the bargaining unit are mutually scheduled by the parties to participate in conferences, meetings, or in negotiations concerning the collective negotiations agreement, they shall suffer no loss in pay, providing the meeting has been authorized by the Superintendent of Schools. Normally, all such conferences, meetings, and negotiations are to occur after scheduled school hours.
- K. The Federation agrees to distribute copies of this agreement to all Federation members, administrators, and board members, within twenty (20) days following ratification of the agreement. The Federation further agrees to provide copies to all new teachers at the time of employment. The cost of and preparation of the new contract will be the responsibility

of the Federation.

- L. The Federation shall be provided adequate bulletin board space in the teachers' lounge of each school for the posting of official notices and other official materials relating to Federation activities. The bulletin board space allocated shall be identified with the name "Federation." The school delegate or designee shall have the responsibility of posting materials on the bulletin board. Board notice of staff vacancy or pertinent information that originates within the Ontario Local School System about our teachers may be posted by the building principal.
- M. Only the Federation shall have the right to place Federation related material in the mailboxes of teachers, principals, and bargaining unit members. Placement shall be made by the building representative or his/her designee.
- N. The Board shall permit the president of the Federation or his/her designated local representative to visit the local schools for any purposes relating to the terms and conditions of this agreement, so long as the educational program is not interrupted.
- O. Information such as statistics, and records deemed to be relevant to negotiations, or reasonably necessary for the proper enforcement of the terms of these policies, shall be made available by the Board of Education to the Federation upon its request with the exception of personal records.
- P. Upon request, the Federation shall be permitted to hold meetings within the school buildings before or after school hours.
- Q. A block of time will be scheduled for the OFT luncheon on the new teacher's day.

ARTICLE III

CONFORMITY TO LAW

- A. If any provision of this agreement is or shall be at any time contrary to law, then such provisions shall not be considered a part of this policy; it being understood that the parties shall then negotiate differences in accordance with law.
- B. In the event that any provisions of this agreement shall become contrary to law, all other

provisions of this agreement shall continue in full force and effect.

- C. Either party may request to open discussion on new legislation affecting teachers.

ARTICLE IV

GRIEVANCE PROCEDURE

A. DEFINITION

A grievance is a complaint by an employee wherein it is alleged that (1) there is a violation, misinterpretation, or misapplication of the provisions of this agreement, or that (2) his/her health or safety is jeopardized. Under this definition an alleged grievance may be taken to final arbitration (Step 5).

An alleged violation, misinterpretation, or misapplication of adopted Board policy not covered by this agreement may also be registered. A grievance in this category may not be taken beyond the Board level (Step 4).

As used in this article, the term “employee” shall mean (1) an individual employee, or (2) a group of employees having the same grievance, or (3) the Federation when not in lieu of an individual’s problem.

B. PROCEDURE

Grievances shall be presented and adjusted in accordance with the following procedures:

1. INFORMAL PROCEDURE

Either the teacher with a grievance or the local Federation representative, or both, may first discuss the matter with the principal or administrator concerned, with the objective of resolving the matter informally.

2. FORMAL PROCEDURE

Step 1 - In the event the matter is not resolved informally, four copies of the grievance stated in writing shall be filed with the building principal. Within five school days in session the principal shall set a time to meet with the party or

parties concerned and a decision shall be reached within that five-day period. The principal shall state his decision in writing, together with the supporting reasons, and shall furnish three copies to the Federation representative.

Step 2 - Informal meeting: An informal meeting with the grievance committee chairperson and the Superintendent to review the opinion will be held within three days after a formal grievance is filed to attempt to resolve the grievance.

Step 3 - Should no satisfactory decision be reached in the above procedure, all facts shall be presented to the Superintendent. All action taken heretofore shall be presented in written form to the Superintendent. The Superintendent or his delegated representative shall set a time and meet within five school days in session with the principal, the employee concerned, and the Federation representative. The Superintendent shall make a decision within five school days in session following that meeting. The decision shall be made in writing, together with supporting reasons, to the aggrieved teacher, to the Federation representative, and to the principal or administrator involved.

Step 4 - Failing satisfactory settlement at Step 3, the aggrieved may appeal to the Board of Education. The request for Board consideration must be written and all procedures heretofore explained. A meeting of the Board, the Superintendent, the principal, the aggrieved, and the Federation representative shall be held within five school days in session after the written request has been received to consider the request. The Board shall make a decision within ten school days in session. This decision shall be made in writing, together with supporting reasons, to the aggrieved teacher, to the Federation representative, and to the principal or administrator involved. Such decision shall be signed by the president of the Board or a delegated member.

Step 5 - If the Board is unable at Step 4 to resolve the grievance to the satisfaction of the aggrieved, written notification shall be sent to the Board. The Board shall then employ the services of the American Arbitration Association or Federal Mediation and Conciliation Service for the purpose of obtaining a resolution. Either party may contact the American Arbitration Association or Federal Mediation and Conciliation Service and shall notify the other party that such action has been taken. If the services of the American Arbitration Association are employed, the Board requests under this section (Article IV, Step 5) that the American Arbitration Association supply to both the Board and the aggrieved a list of seven (7) arbitrators from which an arbitrator will be selected. This arbitrator shall be selected by the alternate striking of names from the list until only one name remains. To determine which party shall strike first, a coin shall be flipped. Representatives of the Board and Federation shall meet at times established by the arbitrator for the purpose of hearing the grievance. The arbitrator shall prepare a written statement of his decision for the parties. The decision of the arbitrator shall be final. All parties to the grievance shall comply with the decision of the arbitrator.

C. GENERAL PROVISIONS

1. If a grievance is not initiated within thirty calendar days of the cause for grievance, it shall no longer be considered a grievance under this agreement.
2. When hearings are held during school hours, all employees who are directly involved at the hearing shall be excused for the purpose with pay.
3. No employee shall be placed in jeopardy or be subject to reprisal for having followed this grievance procedure.
4. A grievance filed due to health and safety shall be accompanied by a bona fide statement from one medical doctor. This statement must be submitted after Step 2 of the formal grievance procedure.
5. No employee at any stage of the grievance shall be required to meet with any

- administrator concerning the grievance without a Federation representative.
6. If a grievance arises from the action of authority higher than that of the principal of a school, the aggrieved may present such grievance directly to the authority involved. In such cases, the building principal shall be apprised of the grievance and its final disposition.
 7. If the grievance is not satisfactorily resolved at this meeting, the aggrieved may proceed to the next step.
 8. Failure of the party with whom the grievance is registered to observe the specified time limits shall automatically advance a grievance to the next step unless mutually agreed upon.
 9. The time limits specified in this procedure may be altered, in any specific instance, by mutual agreement in writing.
 10. Cost of employing the services of the American Arbitration Association or Federal Mediation and Conciliation Service shall be incurred by the party against whom the arbitrator rules.
 11. It is understood that any teacher who is not a member of the Federation or has not expressed a desire to be represented by it shall have the right to present grievances and appeals on his/her own behalf as an individual.
 12. An appeal by the aggrieved of a decision at any step of the procedure must be made within ten school days after a decision has been rendered. Failure to appeal shall denote acceptance of a decision and such decision shall thereafter be finding on the aggrieved.
 13. A grievance filed with less than five school days in session shall be processed, according to the grievance procedure, within the next five days in session or administrative work days.
 14. Should a grievance be filed which involves a second staff member, that staff member shall be given a copy of the grievance filed by the first party.

ARTICLE V

TEACHER TRANSFER POLICY

- A. Each teacher is guaranteed the right to apply for a transfer to another grade or school as vacancies occurs. Transfers shall be based upon consideration of qualifications as to field or grade level, on seniority in the Ontario Local School system, and recommendation of principals concerned and the Superintendent of Schools.
- B. All vacancies and new teaching positions shall be posted as they occur in each building. The office of the Superintendent shall provide these lists. During the summer months, vacancies and teaching positions will be mailed to staff only upon request. The request must be made to the central office prior to the last day of school. Copies of all vacancies and postings will be mailed to the OFT President and posted in the central office.
- C. No appointment may be made until transfer requests for existing openings have been considered.
- D. Requests for transfer shall be made in writing to the office of the Superintendent within five school days after announcement has been made of the vacancy of the position. Forms shall be provided by the Superintendent.
- E. Applications for transfer shall be made in duplicate, and the teacher shall be given a dated copy.
- F. A file of all transfer requests shall be maintained in the office of the Superintendent. This applies only to the position that is open.
- G. All notices of transfer shall be in writing from the office of the Superintendent to the teacher involved.

ARTICLE VI

LUNCH PERIOD

Every teacher shall have a duty-free lunch period of at least thirty minutes.

ARTICLE VII

ATTENDANCE PREMIUM

Effective December 2, 2002, each teacher having not used any personal leave shall receive a premium of \$300.

Effective only for the July 2009 premiums, all amounts, including premiums and deductions, will be calculated at 67% of the stated amounts in this Article.

The premium(s) shall be included with the second paycheck in July. Charges shall be made against the sick leave and personal leave premium as follows:

For sick leave, \$125 dollars shall be deducted from the \$300 dollar for the First two sick leave days used and the remaining \$50 for the third day.

For personal leave, \$150 dollars shall be deducted from the \$300 dollar premium for each personal leave day used.

	Sick Leave Premium	Personal Leave Premium
1 st Day	\$125	\$150
2 nd Day	\$125	\$150
3 rd Day	<u>\$ 50</u>	<u>\$ 0</u>
Total	\$300	\$300

In no case shall the deduction(s) exceed \$300. No deductions shall be made for days when schools are closed due to inclement weather and/or other unforeseen difficulties or events. A teacher using ten or more days of sick leave will not qualify for the personal leave premium. Perfect attendance and personal leave premium shall be calculated each year from July 1st

through June 30th. To be eligible to receive the attendance premium, an employee must be under an employment contract during the entire school year. Teachers who retire in May or June will be considered eligible for the attendance premium. The attendance premium calculation for the transition year will include December 2, 2008 through June 30, 2009.

ARTICLE VIII

LEAVE

A. SICK LEAVE

One and one-fourth days of sick leave may be accumulated each month for a total of fifteen days in one school year.

Sick leave shall be accumulated for a total of 450 days, with accumulation beyond 300 days beginning July 1, 1999.

Sick leave is granted for the following reasons:

1. Illness or injury to the employee;
2. Illness or injury in the immediate family; is, spouse, children, father, mother;
3. Death in the immediate family as stated above, as well as sister, brother, in-laws, nephew, niece, aunt, uncle, cousin, or grandparents;
4. One day per school calendar year for attendance at the funeral of a person not related to the employee;
5. Pregnancy and/or childbirth in accordance with mandates of current law.

Effective for the 1999-2000 school year, pregnancy is defined as the date of conception through child birth and will be treated as any other illness. Maternity is defined as the period after the birth of a child. The adoption procedure is utilized based on the following language: The physical acquisition of a child for adoption begins with the use of two personal leave days, if needed for such things as travel. Any days beyond that time, must be used as sick leave days. If one personal leave day has been used prior to the physical acquisition of a child for adoption, the second personal leave day must be used for the initial day of travel.

If both personal leave days have already been used prior to the physical acquisition, sick leave days must be used for the initial day of travel, if that number of days is accumulated. Sick leave use for maternity/adoption is limited to (60) sixty paid days minus any days used under pregnancy leave for the same pregnancy. Maternity/Adoption leave may be used in combination with unpaid days and sick leave up to the maximum number of weeks allowable under FMLA.

If the principal does not receive a call at the end of any school day during which a teacher is out due to illness, it will be assumed that the teacher will be back on the job the following school day.

A teacher with less than (5) five accumulated days of sick leave at the start of the school year shall be advanced the difference between their accumulated balance and (5) five days if needed and requested by the teacher. A teacher who begins the school year with at least (5) accumulated sick leave days will not be advanced sick leave days during the school year.

Any teacher who exceeds 100 sick leave days in a school year or 100 consecutive days is required to apply for disability with the State Teacher's Retirement System in order to continue receiving payment for sick leave. If disability retirement is awarded by STRS, it must be accepted by the employee.

The Superintendent of schools may require a teacher to furnish a written, signed statement on forms prescribed by the Board to justify the use of sick leave. If medical attention is required, the employee's statement shall list the name and address of the attending physician and the dates when he or she was consulted. Nothing in this section shall be construed to waive the physician-patient relationship provided by law.

Any abuse of sick leave policy will result in non-payment of the delinquent teacher's salary for the duration of employment in question. The Superintendent or his delegated

representative shall investigate such absence and make a written report of such findings. The employee involved and the Superintendent shall confer on the report. A recommendation shall then be made to the Board of Education with a recommendation for action.

Falsification or abuse of sick leave shall be grounds for disciplinary action, including termination. These sick leave provisions shall be executed in accordance with the Ohio Revised Code 3319.141.

B. SEVERANCE PAY

Severance pay shall be a one-time, lump sum payment to eligible employees according to the following provisions:

1. ELIGIBILITY

To be eligible for severance pay, an employee must meet the following criteria:

- a. The individual must retire from the school system.
- b. Retirement is defined as disability or service retirement under any state or municipal retirement system in this state.
- c. The individual must be eligible for disability or service retirement as of the last day of employment.
- d. The individual must within 120 days of last day of employment with Ontario Local Schools, prove acceptance into the retirement system by providing a copy of his/her first retirement check or an official letter from STRS verifying the individual's retirement. This time frame shall be extended in cases where failure to meet the 120 day limit is the fault of the State Teachers Retirement System.
- e. Must not have less than ten years of service with Ontario Local Schools, the state, or its political subdivisions.
- f. Must sign for severance check certifying all eligibility criteria have been met.

2. BENEFIT CALCULATION

The amount of benefit due an employee shall be calculated by:

- a. Multiplying the employee accrued but unused sick leave by the percentage

indicated in the table below.

- b. Multiplying the product times the per diem rate of pay appropriated for that individual's placement on the salary schedule. For the purpose of computing severance pay only, the daily rate of pay as a teacher shall be computed by excluding supplemental pay but including the Board's pickup of the teacher's STRS contribution.

SCHOOL YEAR	SEVERANCE PAY PERCENTAGE	MAXIMUM ACCRUED SICK LEAVE DAYS	MAXIMUM SEVERANCE PAY DAYS
1998/99	30.00%	300	90
1999/00	28.89%	315	91
2000/01	27.88%	330	92
2001/02	26.96%	345	93
2002/03	26.11%	360	94
2003/04	25.33%	375	95
2004/05	24.62%	390	96
2005/06	23.95%	405	97
2006/07	23.33%	420	98
2007/08	22.76%	435	99
2008/09	22.22%	450	100

3. PAYMENT OF SEVERANCE PAY

Checks for severance pay shall be issued within thirty days after the employee proves he/she has received and cashed the first retirement check or has demonstrated that he/she has met the above criteria, whichever comes first.

C. PERSONAL LEAVE

Teachers are entitled to two (2) personal leave days, without restriction, from July 1st of each year through June 30th of the following year. For the transition year of December 2, 2008 through June 30, 2009, teachers will be entitled to two (2) personal leave days.

A teacher hired during the school year is eligible for only one (1) personal leave day.

This condition applies only during the first year of service.

The following exceptions apply:

1. When possible, application for personal leave shall be made at least five (5) school days prior to the first day for which the leave is requested. In case of emergency, the teacher shall give the application to the principal within one (1) day after returning.
2. Personal leave may be taken in full or half day increments.
3. Personal leave may not accumulate from year to year.
4. The teacher will not use personal days for purposes of gainful employment.
5. The teacher may not use personal days as the extension of a holiday, vacation period, or comp day except in those instances in which the teacher's attendance is required for a non-school related court appearance, the closing on a home, attending a college graduation or wedding of an immediate family member, or serving as a chaperone at an out-of-district Ontario School's event. In those specific cases one (1) of the two (2) personal days may be used. It is the employee's responsibility to monitor his/her personal leave requests. If a staff member applies for a personal leave day which extends a holiday, vacation period, or calendar comp day, even if it is approved by their supervisor, the staff member will still be docked for that day.
6. The teacher will not be charged with a personal leave day if subpoenaed as a third party. This will be classified as a paid court day.
7. Personal leave days may not be used in lieu of sick leave.
8. Any abuse of personal leave shall result in loss of pay for that leave.
9. Except in cases of emergency, no more than two (2) teachers may take personal leave on the same day from each of the following buildings: Ontario High School, Ontario Middle School, Stingel Intermediate, and Stingel Primary.
10. Except in cases of emergency, no more than fifteen (15) personal leave days per building may be taken by the staff during one month for the period September through May. No more than three (3) personal days can be taken by the staff in any one building during months of August or June.

11. The granting of personal leave is contingent on the availability of a substitute, except for cases of emergency.
12. Except in cases of emergency, personal leave will be approved on a first come, first served basis or in the order that the requests are received.
13. It is the teacher's responsibility to monitor their personal leave usage. If they use more than two personal days in a year, even if the request form is approved by their administrator, the teacher will be docked for the additional day used.

D. PROFESSIONAL MEETINGS

Certificated staff members who on days when school is in session, wish to participate in professional meetings, workshops, visitation, conferences, and clinics pertaining to their particular teaching fields as listed on regular and supplemental contracts, shall submit to their building principals, at least three weeks in advance of the scheduled activity, three (3) copies of a written request to attend. This request shall state the nature of the event, the dates when attendance is required, where the event is to take place, the date of the request itself, and the name of the employee making the request. Building principals shall forward one copy of the request for the Superintendent's approval. Such request shall not be granted for attendance at meetings of teachers' organizations.

Approval of such leave shall be granted pending consideration of the following:

1. The activity must pertain to the grade or subject area in which the teacher submitting the request is working.
2. If a substitute teacher is available.
3. When more than one teacher is involved in such a request, leave shall be granted on approval of the principal.
4. Attendance at such meetings shall be limited to two days.
5. Approval to attend such meetings shall include payment of the teacher's salary while he/she is in attendance. A mileage rate, as established by the Board of Education and subject to availability of appropriate funds, shall be paid to the teacher. A substitute teacher shall be paid to assume the teacher's responsibilities

while he/she is absent.

6. Teachers attending such meetings shall report items of interest to grade-level teachers, department staff, building staff or the entire school staff, if such report is requested. The building principal shall schedule a meeting at a time convenient to the majority of the staff involved. The building principal shall attend the scheduled meeting.
7. The head high school coach and varsity staff, on paid supplemental contracts, may be permitted to attend one clinic pertaining to their extracurricular field. In addition, the head high school coach and varsity staff may be permitted to attend the state tournament or substitute this tournament with one additional clinic. State tournament tickets may be purchased through the general athletic fund.

E. ATTENDANCE AT DISTRICT, STATE AND NATIONAL MEETINGS OF THE AMERICAN FEDERATION OF TEACHERS

Members of the bargaining unit who wish to attend district, state, and national meetings of the American Federation of Teachers must seek the approval of the President of the Ontario Federation of Teachers. With the President's approval, three (3) copies of the written request must be forwarded to the Superintendent at least three weeks in advance of the scheduled meeting.

1. Such a meeting is scheduled for days on which school is in session.
2. Attendance at any and all such meetings shall be limited to five (5) total school days per school year, to three (3) staff members per year and to fifteen (15) total staff days per year.
3. Members of the Ontario Federation of Teachers whose requests are approved shall provide their building principals with teaching plans to cover classroom work during time of absence.
4. The Board of Education shall pay the salary of substitute teacher to cover the employee's absence.
5. If there is a need for a substitute to replace a professional staff member authorized

to attend a meeting of the American Federation of Teachers, the Board of Education shall be reimbursed by the Federation for said substitute's established salary.

6. The Board of Education shall not pay any expenses incurred by teachers attending such a meeting.

F. MATERNITY LEAVE OF ABSENCE

1. Any employee who becomes pregnant shall, upon written application to the Superintendent, be granted leave to absent herself from work for maternity reasons.
2. The application shall include (1) a signed statement justifying the use of maternity leave, (2) the date when the employee's services will be discontinued, (3) the name and address of the attending physician and dates when he/she was consulted. Such application shall be presented to the Superintendent as far in advance prior to discontinuance of service as is practical. Nothing in this section shall be construed to waive the physician-patient privilege provided by law.
3. If at any time during the term of pregnancy the Superintendent is of the opinion that such employee is unable to satisfactorily perform her duties by reason of said pregnancy, the Superintendent may request such employee to discontinue her service.
4. Additional unpaid maternity leave in conjunction with maternity/adoption as listed under SICK LEAVE Item e shall be granted for a period of not more than one school year from the date on which such leave becomes effective. Certificated staff members may return to full-time service from a maternity leave upon presenting a formal request to the Superintendent which would include a written statement that such a return to service would not be detrimental to the health of said staff member. It shall be the prerogative of the Board to reinstate the employee at the beginning of the next semester after the date on which she is

physically able to return to work.

5. In no case of leave for maternity shall any combination of such maternity leave and sick leave days be used beyond a total of 365 continuous days.
6. An employee who adopts a child may request, upon written application to the Superintendent, a leave of absence without pay for maternity reasons. The initial request may be for the remainder of the school year. (Refer to SICK LEAVE Item e) Said employee may request in writing an extension of the leave for one additional year. Extensions may only be granted if approved by the Superintendent. A leave granted under this section shall not be terminated during a school year unless approved by the Superintendent.
7. When an employee who has been on maternity leave of absence returns to the staff, she shall be assigned to a position for which she is qualified and certified. Final assignment shall be made by the Superintendent.
8. Seniority, as outlined in Article XXIV, shall apply to all teachers whether teaching or on leave, including maternity leave.

G. GENERAL LEAVE

Certificated staff members may apply in writing through the principal and Superintendent to the Board of Education for approval of a leave of absence for an entire academic year for one of the following reasons:

1. Illness of a personal nature or in the family;
2. Other justifiable causes.

When an employee who has been on general leave of absence returns to the staff, he/she shall be assigned to a position which he/she is qualified and certified to fill.

Final assignment shall be made by the Superintendent.

H. LIMITED LEAVE

Certificated staff members may apply in writing through the principal and the Superintendent to the Board of Education for approval of a limited leave for a semester or less, providing such request be made at least three (3) weeks before the

leave shall be effective.

Limited leave is subject to the following conditions:

1. A substitute certified in the teaching field involved may be secured.
2. The teacher must forfeit his/her salary during the time of absence.
3. Pending the recommendation of the appropriate building principal and Superintendent, final approval must be granted by the Board of Education.

I. SABBATICAL LEAVE

Fully certificated members of the bargaining unit, with a Bachelor's degree may be granted a leave of absence for two (2) semesters for study and/or research at an accredited four year college or university, subject to the following conditions:

1. The employee must have completed five (5) consecutive years of employment in the Ontario Local Schools immediately prior to application.
2. Each year up to two percent (2%) of the eligible staff may be granted sabbatical leaves of absence.
3. The leave must be based on a detailed plan for professional growth, to be submitted to the Superintendent by March 1st, of the year preceding the year of the requested leave.
4. The employee must sign an agreement requiring him/her to return to service in the Ontario Local Schools immediately upon termination of the sabbatical leave and continue in such service for at least one (1) year or to refund all of the Board's contribution to the STRS that was paid for the teacher during the sabbatical leave.
5. At the request of the employee on leave, the employee may participate in the Board's hospitalization, vision, dental, and life insurance plans. Premiums will be paid by the employee.
6. Upon return to Ontario Local Schools, the employee shall resume the contract status he/she held prior to such leave and shall be reassigned, if possible to the same position, or a comparable position to the one held immediately prior to

the leave.

7. Within sixty (60) days after completion of the sabbatical leave, the employee granted such leave shall file a written report with the Superintendent showing evidence that the plan of professional growth was followed.
8. No employee shall be permitted to take sabbatical leave more than once in five (5) years, and after five (5) years, said employee shall not be allowed sabbatical leave if others have made application for such leave.
9. Teachers wishing to apply for sabbatical leave shall do so by March 1st, of the year preceding the year for which sabbatical leave is requested. Should more than 2% of the staff apply, with acceptable plans of study, a waiting list will be established to identify the year in which acceptable applicants may take sabbatical leave.

J. ASSAULT LEAVE

Assault leave with pay will be available to teachers who are unable to perform their contract duties because of physical injury or illness caused by an assault on said member while he/she is performing his/her contract duties. All such leave will be subject to the following provisions:

1. The teacher has signed a written statement justifying the granting and use of assault leave.
2. The teacher shall be required to provide a physician's statement describing the nature of the disability and its duration.
3. The teacher agrees to sign a statement indicating a willingness to participate and cooperate with the Board if the Board decides to pursue legal action against the assailant.
4. The teacher will be maintained on full pay status with fringe benefits during the period of the paid assault leave, not to exceed twenty (20) working days.
5. The teacher may not perform any duties related to any other job during the period of the paid assault leave.

6. Where Worker's Compensation reimburses the teacher in any amount for the time lost during the assault leave, the Board shall pay the difference between the teacher's full pay for the period of the assault leave and the amount paid by Worker's Compensation.

K. NOTIFICATION OF RETURN

A teacher returning from leave must notify the Superintendent in writing of his/her intent by March 1st, preceding the school year of return, unless it is medically uncertain. In this case, the notice of intent to return to work shall be provided as far in advance of the beginning of the school year as possible. Failure to provide this notification shall be grounds to terminate the teacher's contract.

ARTICLE IX

PERSONNEL FILES

- A. An official grievance filed by any teacher under the grievance procedure as outlined in this collective bargaining agreement shall not be placed in the personnel file of the teacher nor shall such grievance become part of any other file or record which is utilized in the promotion process; nor shall it be used in any recommendation for job placement.
- B. No material that is hearsay, unauthorized and unsigned by the complainant shall be placed in a teacher's personnel file. The teacher shall acknowledge that he/she has read such materials by affixing his/her signature and date on the actual copy to be filed with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its content. Should a teacher refuse to sign the material in question, the building representative will initial and date said material, indicating that the teacher is aware of this material.
- C. The teacher shall have the right to answer any material filed, and his/her answer shall be attached to the file copy.

- D. Upon appropriate request by the teacher, he/she shall be permitted to examine his/her file, except for confidential recommendations.
- E. The teacher shall be permitted to reproduce the material in his/her file at the Board established rate per page. Confidential recommendations cannot be copied.
- F. Material will be removed from the file in accordance with administrative procedure when the teacher's claim that it is inaccurate or unfair is sustained by the Superintendent or his designee.
- G. Medical records, records pertaining to adoption, probation and parole proceedings, trial preparation records, confidential law enforcement investigatory records, and records which cannot be released by virtue of state or federal law, shall not be a matter of public records, and shall not be made available for inspection or copy, to any member of the general public.
- H. If a teacher's file is requested for examination by the general public and examination is granted, the teacher shall be notified of the examination request and an OFT elected representative shall review the file prior to examination. Items redacted will be in accordance with Ohio Law.

ARTICLE X

NON-TEACHING DUTIES

- A. Teacher aides shall be provided in the elementary school to relieve teachers of scoring standardized tests, typing and duplicating instructional materials and examinations, keeping registers and cumulative records. Physical education teachers may be asked to assist on playgrounds when deemed necessary. When practical, teacher aides may make money collections and attend to non-academic record keeping. Aides may be provided to supervise playground and lunchrooms.
- B. A teacher aide shall be provided in the middle school to relieve teachers of typing and

duplicating instructional materials, tests and examinations, and to assist in supervision of lunchroom. However, if the district's financial forecast shows deficit spending in the following fiscal year, a teacher aide does not have to be provided.

ARTICLE XI

TRAVELING TEACHERS

Staff members who travel more than one mile between buildings to hold classes and who are authorized to use private automobiles for such travel shall be reimbursed at the Board established rate.

ARTICLE XII

CONDITIONS APPLICABLE TO ALL TEACHERS

- A. The employer and the Federation agree that special attention and supportive help and guidance in classroom techniques shall be provided the new teachers. All available resources, including principals, as well as the experience and diverse abilities of all teachers, shall be utilized to help orient the new teacher.
- B. Emotionally disturbed pupils, as well as pupils who present severe disciplinary problems, impede the educational progress of the entire class. Teachers faced with such pupils in their classes shall be given early support in the form of psychological and social work assistance. These pupils will be placed in classes in accordance with district procedures as established by law.
- C. All returning classroom teachers shall provide the building principal with initial book and instructional supply orders in the spring. The building principal shall review these orders in light of (1) budget allotments, (2) availability, and (3) total building needs. The principal shall advise the teachers as to which supplies and curricular materials cannot be obtained and the reason for deletion by fall. The building principal shall present the initial book and material requirements to the central administration for appropriate action.

The employer shall then have three months to purchase and allow for delivery of these initial materials. Teachers shall be immediately notified regarding supplies that have been deemed unavailable. Delivery of needed books, material, and equipment orders shall be due by fall. It shall be the administration's responsibility to determine the appropriate source of the instructional supplies.

- D. Prior to the last week of school, the teachers shall receive their salary notices for the upcoming year. Additionally, if there is a change in a teacher's grade and/or subjects to be taught or a change in the school where a teacher is to teach for the upcoming year, the teacher(s) would be informed.
- E. Except in an emergency, teachers shall not be assigned outside their field of certification.
- F. Teachers shall not be required to purchase instructional materials. However, the teacher may do so at his/her option.
- G. Teachers who anticipate qualifying for a continuing contract shall notify the Superintendent prior to the first day of the school year. Failure to do so, unless already scheduled for a full-cycle evaluation would disqualify consideration until the next full school year. (See Article XXVI, item B for more information).
- H. Members of the bargaining unit shall keep in full force and effect all certificate types and teaching field codes on teaching certificates. Exceptions shall be made only through petition to the superintendent whose decision will be final. Violation of this provision shall cause the teacher to reapply and obtain the correct certificate or shall be grounds to terminate a teacher's contract.
- I. **TEACHER EVALUATION PROCEDURE** (See Board Policy)
Step Five of the Full Cycle Evaluation (File: AFC-1-E) shall read, "(Must be completed between January 10 and April 1 for teachers with contracts expiring—otherwise by April 30). This supersedes ORC 3319.111.
- J. **JURY DUTY**
An employee of the Board of Education, who is called for jury duty at a time which conflicts with his/her regular assignment, will be paid the difference between such employee's regular per diem compensation and the per diem remuneration received by

him/her for serving as a juror.

- K. Teachers' children may attend the Stingel Latch Key program at a reduced payment of 50%. (This reduction is limited to the first 10 registered children of teachers). The employee must notify the Stingel complex secretary in charge of Latch Key registration by June 10th to reserve a slot. Upon notification, the teacher's name will be placed at the top of the enrollment list.
- L. The Board will pay the teacher's BCI/FBI costs for employment and recertification requirements.

ARTICLE XIII

PUPILS' REPORT CARD MARKS

The mark of a teacher is the record of the teacher's evaluative judgment of the pupil's work. The teacher shall be considered the expert in evaluating the work of his/her pupils, and the integrity of the teacher in marking the pupil will be respected. The mark given by a teacher shall not be changed by another person without consultation and agreement between the principal, the teacher concerned, and other persons involved. Undue pressure shall not be applied to the teacher. An error shall be corrected by the principal, following a conference between him/her and the teacher involved. Should it be impossible to reach the teacher, the principal will make the correction according to guidelines as defined in the school system or building handbook. No minimum or maximum limitation shall be set on the number who pass or fail.

ARTICLE XIV

ACADEMIC FREEDOM

It is mutually recognized that teachers do have a responsibility to present material to their classes which is relevant to their course at their grade level. Within the limits of

administrative direction and encouragement, teachers may explore with students topics of a controversial nature that relate to their curriculum within the classroom. This exploration should be objective, unbiased, and presented from all possible points of view so as to contribute to the overall, intellectual growth and development of the student. With this mutual agreement, the teacher should have the right to teach without harassment, pressure, or intimidation from persons or sources outside the educational community.

ARTICLE XV

DISCIPLINE CODE

SECTION 1

- a) Effective discipline, observance of law and order, and respect of the rights of others are necessary so that all students may attain the highest degree of quality education.
- b) Each student has the right to learn. Any act by another student which interferes with that right will not be tolerated.
- c) Students who deny this right to other students and who disrupt classroom and school procedures will be dealt with promptly and according to adopted school policies and rules and regulations of the Board of Education.

SECTION 2

The primary responsibility for discipline lies with the classroom teacher. Each teacher is responsible for the behavior of students under his/her supervision.

SECTION 3

Any teacher has the right to discipline any student in any area of the school and refer the student or students involved to the building principal.

SECTION 4

The teacher may temporarily remove from the classroom a student who is causing a

disturbance.

- a) The student shall report to the principal's office in accordance with building administrative procedure.
- b) The classroom teacher shall provide the necessary information concerning the problem as soon after class is practical.
- c) The principal or his/her representative shall investigate the referred problem.
- d) A conference between the classroom teacher, the building principal and, if necessary, counselor, parent and/or other concerned person shall determine final disposition of the problem.
- e) The principal shall inform all concerned parties of the final decision.

SECTION 5

The use of corporal punishment as a means of discipline is prohibited in the Ontario Local School District. Teachers, administrators, other employees, or school bus drivers, may within the scope of their employment, use and apply such amount of force and restraint as is reasonable and necessary to quell a disturbance threatening physical injury to others, to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil, for the purpose of self-defense or for the protection of persons and property.

ARTICLE XVI

HIRING OF SUBSTITUTE TEACHERS

Substitutes shall be provided in the absence of regular classroom teachers, teachers of special subjects, and playground supervisors. Librarians will be provided substitutes for the High School and Middle School libraries after ten consecutive work days of absence. Regular classroom teachers shall not be expected to cover for absent teachers or teachers who cannot meet their classes due to schedule changes. Classroom teachers shall not be required to secure their own substitutes.

Teachers not carrying seven work periods shall be expected upon request of the building principal to cover without compensation for absent teachers in emergency situations where a substitute is not available. Examples of such emergencies are: personal illness, illness in the family, death in the family, an accident to a family member and/or calamity.

In other instances, a teacher assigned to cover for another teacher during his or her conference/prep period shall receive a pro-rated pay at the rate established by the Board of Education (\$15.00 per hour). Such assignment shall be made upon a rotating basis in each building.

Should it be impossible to secure substitutes, teachers may be assigned over longer periods of time by mutual agreement between the building principal and teachers involved.

In the event that an elementary teacher must cover his/her class during the absence of a music, art, or physical education teacher, his/her pay shall be pro-rated at the rate established by the Board of Education (\$15.00 per hour).

Mutual agreements between teachers, who with consent of the building principal, cover for each other, shall not receive such compensation.

Any teacher who has been employed to fill the vacancy of a teacher on a leave of absence shall be automatically non-renewed without notice at the end of the year. Such teachers need not be evaluated and shall not be entitled to the procedure set forth in R.C. 3319.00(G)

ARTICLE XVII

HIRING OF RETIRED TEACHERS

Employees retired and wishing for re-employment:

1. Any teacher who elects to retire must do so without regard for re-employment.
2. A retired teacher would receive consideration for re-employment when the administration has determined that other qualified non-retired teachers are not

available or suitable.

3. A retired and re-employed teacher will be considered for the purposes of employment as a new employee subject to but not limited to: fingerprinting, TB testing, Medicare deduction, one year eligibility for attendance bonus, no personal days until December 2nd, etc. For the purpose of transfer or a decrease in staff, the retired teacher's seniority will be based upon most recent hire date and qualifications may or may not be considered.
4. A teacher retired under STRS who is re-employed is not entitled to a second severance payment.
5. Effective for teachers retiring after January 24, 2011, a re-employed, retired teacher under STRS will be placed at experience level 10 on the teacher's salary schedule. Further, the re-employed, retired teacher will not receive yearly steps, but he/she is entitled to the same base increase given to all teachers.
6. That through December 31, 2008, an employed retiree will be deemed ineligible for any Ontario Health Care Plan coverage and denied any additional compensation to offset his/her health care costs. Effective January 1, 2009, all employed retirees will become eligible for all Ontario Health Care Plan coverage. Notwithstanding any provision to the contrary in Article XXX of this Agreement, employed retirees shall pay one hundred percent (100%) of the premium for any Ontario Health Care Plan coverage selected.
7. A re-employed, retired teacher under STRS will be placed on one year limited contracts during the duration of employment. The teacher may be non-renewed upon resolution of the Board and written notice by April 30th of each year. Such teachers need not be evaluated and shall not be entitled to the procedure set forth in R.C. 3319.11 (g).
8. See Article XXXVIII; item L for Retirement Notification Incentive.

ARTICLE XVIII

LENGTH OF SCHOOL DAY AND SCHOOL YEAR

Teachers shall arrive in a timely manner and shall remain until students are properly dismissed.

The school year shall contain no more than 180 days in session with students in attendance, plus no more than five additional work days.

The local schools time frame will be seven hours and five minutes for elementary, seven hours and ten minutes for middle school, and seven hours and fifteen minutes for senior high school.

The schedule is subject to modification in meeting unique needs as long as there is no increase in total hours of work.

Quarterly, early student dismissal will be scheduled in each of the buildings as follows:

- a) Stingel Elementary dismissal, 3:00 PM
Staff development session, 3:00 PM – 5:00 PM
- b) Ontario Middle School dismissal, 2:00 PM
Staff development session, 2:00 PM – 4:00 pm
- c) Ontario High School dismissal, 2:00 PM
Staff development session, 2:00 PM – 4:00 PM

Additionally, two early student dismissals will be scheduled, the last workday before Thanksgiving, and the last workday before Christmas. On these two occasions, staff is also dismissed at the same time as students.

ARTICLE XIX

DAILY WORK SCHEDULE

The following items relating to the daily work schedule are hereby mutually agreed upon:

1. Special teachers of art, music, and physical education shall be employed.
2. All teachers and librarians in the middle and senior high schools shall be provided with a

daily preparation period of forty-five minutes.

3. All teachers in the elementary schools shall have preparation time determined by the schedules of the library specialist, music, art, and physical education teachers.
4. Study-hall duty shall be considered a work assignment.
5. When administratively possible, the number of different rooms to which a teacher is assigned shall be held to the absolute minimum.
6. After pupils have been dismissed, teachers shall not be required to remain in their buildings, except to insure normal student safety procedures at dismissal time.
7. Faculty meetings shall be held as deemed necessary by the building principal. Attendance by teachers is required but teachers in multiple buildings will be required to attend only one building's meetings and open house.
8. Emergency faculty meetings shall be determined by building principals and their staffs.
9. All teachers, including special teachers, shall be on assigned time every day of the scheduled school year, including the first and last days of school.
10. The libraries in all school buildings shall be open to students on all days of the school year.
11. When the physical facility is not available within the building, all special area teachers shall meet their classes according to schedule in the classroom and shall conduct activities appropriate to the curriculum of their special areas within the capacity of the facility available.
12. "Teachers may volunteer to teach instead of taking preparation time. This will occur only when mutually agreed upon by the Board and the Federation. If the Board or a teacher considers initiating this option, the Federation must be notified first. If agreement is reached, the teacher will be paid a proportional amount of his/her daily rate for the time taught. This agreement will be reached in advance of a new school year beginning. The agreement will last for that school year only and must be renewed in advance of another school year beginning. Undue pressure shall not be applied to the teacher to teach in lieu of preparation time.

In order to qualify for this option, a teacher must teach seven periods (no study

halls/lunch duty counts as a teaching period) and this option will be considered only if the teacher meets one of the following guideline-

1. The paid preparation time is utilized for state testing intervention.
2. There is a back-log of students signed up for the course who can't take the class unless the teacher teaches an eighth period.
3. There exists an excessive number of study halls for students in a grade level.
4. This option can't be utilized for the sole purpose of class size reduction."

ARTICLE XX

TUTORING/REMEDIATION

A. Employee(s) who perform remediation responsibilities, upon the request of the administration, shall be paid at the rate of \$22.50 per hour.

B. AFTER SCHOOL REMEDIATION

1. After school remediation will be provided to the following groups of students:
Third, fourth, fifth, and sixth grade students as identified by the building principal.
2. Number of Students Served:
 - a. The exact number of student participating in this program can only be an estimate based on the number of students demonstrating a need due to the principal's recommendation.
 - b. The student/teacher ratio will be no more than ten (10) students per teacher with a minimum of no less than four (4) students attending regularly.
 - c. No more than four (4) teachers will be employed in the program.
 - d. All participants who will serve as teachers in the program must be an Ontario School District certificated/licensed, elementary or middle grade teacher. In

the event that an Ontario teacher can not be found, then the District may employ any certificated/licensed teacher.

3. Contact Hours for the Teacher(s)

Each group of students working with one (1) teacher will meet for at least one (1) hour outside the regular school day each week.

ARTICLE XXI

CLASS SIZE LIMITATIONS

As a guideline, the Board of Education will attempt to maintain the following as the maximum average student/adult ratio in each teaching assignment K-6: Grades K-1 – 24 students, Grade 2 – 26 students, Grade 3 – 27 students, Grades 4-5-6- 29 students, except in special areas which of necessity or by educationally accepted practice are normally handled in large groups, such as band or classes of an activity nature.

As a guideline for grades one through five, Inclusion Classrooms will have 3-5 fewer students than in regular classrooms.

Classes may not be scheduled for less than fifteen (15) students unless the class in question is on in a series necessary to meet graduation requirements.

When an excess of staff members exists in a particular building or teaching field, these people shall be transferred to meet the staff needs in other buildings, when a need exists, providing they are certificated for the particular assignment.

ARTICLE XXII

CLASS LOADS

- A. By October 15 of each academic year, each building principal shall post on the official school bulletin board, a list of teachers' names followed by the number of pupils per class session which each teacher has been assigned.
1. For grades K through 6, the aforementioned list shall include individual teachers' assignments.
 2. For grades 7 through 12, the aforementioned list shall include all subject titles, as well as exact number of hours in the classroom, assigned to each teacher.
 3. When administratively possible, the attempt will be made to equalize class loads.
 4. By mutual agreement between the teacher and the building principal, assignments and class loads may be altered.
- B. Class schedules shall be posted on bulletin boards in the office of each building principal.

ARTICLE XXIII

CURRICULUM COUNCIL/IN-SERVICE TRAINING

The Curriculum Council, in addition to those duties established in Board Policy (File: I.F.) will also meet to develop a framework for collaborated in-service training for the upcoming school years.

1. The composition of the Curriculum Council will be established by the bylaws of the organization.
2. In-Service Education Programs are defined as those programs which are designed to improve the teaching performance of the participants.
3. Any teacher who is required to participate in an in-service program beyond the

negotiated agreement outside of the school day and school year herein defined shall be compensated at the rate of \$12.00 per hour for the time actually spent in such a program or project.

4. Regularly scheduled staff meetings shall not be considered as in-service education programs.

ARTICLE XXIV

DEPARTMENT HEADS AND JOB DESCRIPTIONS

- A. Upon recognition of such a need, after agreement among the staff concerned, and subject to the Superintendent's approval, building principals in the middle and senior high schools shall appoint department chairpersons. The salary for department heads is a negotiable item between representatives of the Federation and the Board.
- B. Upon recognition of such a need, after agreement among the staff concerned, and subject to the Superintendent's approval, grade-level chairpersons shall be appointed by elementary school principals.
- C. Department heads and grade-level chairpersons for the following academic year shall be announced during the last week of the current academic year.
- D. The Superintendent shall prepare adequate job descriptions for positions administrative and supervisory in nature which affect teachers. Such job descriptions shall include a clear definition of the responsibilities of each job.

ARTICLE XXV

PROFESSIONAL DEVELOPMENT

- A. LPDC

The Ontario Board of Education and the Ontario Federation of Teachers have mutually agreed to the implementation of the Local Professional Development Committee (LPDC) as established by Ohio Revised Code 3319.22 and adopted by the Board of Education on

July 20, 1998. Any future revisions to the bylaws will be by written mutual consent between the OFT and the Board.

B. TEA

Prior to the 1994-95 school year, an educational committee will be formed. This educational committee shall be known as Team for Educational Action (TEA).

The committee will consist of the following members: a Board of Education member, the Superintendent, Director of Operations, the President and Vice-President of the Ontario Federation of Teachers, Local #1703, a building level administrator, and four (4) Federation members. Meetings may be requested by either the Board or the OFT, however, meetings will not be held unless the Board and the OFT agree to meet. Written notice with reasons given for refusal to meet will be given to the other party.

C. TUITION REIMBURSEMENT

Effective June 2003, the Board will establish and maintain a yearly professional development fund of \$15,000 effective July 2009. This fund will provide teachers the opportunities to engage in professional development activities and will not replace the building principal's professional development fund.

The criteria used to apply for funding will be established by OFT.

D. LICENSE RENEWAL

The Board agrees to reimburse one hundred dollars (\$100.00) toward all license renewals upon evidence of payment to treasurer.

ARTICLE XXVI

NON-TENURED / TENURED EMPLOYEES

A. NON-TENURED EMPLOYEE / LIMITED CONTRACT TEACHER

1. Before a limited contract teacher, one not eligible for tenure, may be declared unsatisfactory, he/she must have supervision or guidance by the principal. He/she will be evaluated in accordance with district Administrative Procedure.
2. In cases on non-renewal, reasons for non-renewal will not be provided, as in

accordance with Ohio law.

3. Teachers first employed after 1998, under one year limited contracts, may be non-renewed by Board resolution. Such resolution must be adopted on or before April 30th and service upon the teacher of written notice of non-renewal by that date. Service may be made by personal service or certified U.S. mail. Prior to such non-renewal each teacher shall be evaluated once each semester. Each evaluation shall be based upon two observations of at least thirty minutes. Areas in need of improvement will be noted in written form to the teacher within ten school days after each evaluation conference. This procedure shall supersede the procedure provided in R.C. 3319.11 and 3319.111, but this process shall be subject to the grievance procedure (Article IV) of this contract.

B. TENURED EMPLOYEE – CONTINUING CONTRACT TEACHER

1. Teachers who anticipate qualifying for a continuing contract shall notify the Superintendent prior to the first day of the school year. Failure to do so, unless already scheduled for full-cycle evaluation would disqualify consideration until the next full school year. (For additional information regarding the tenured process see the LPDC handbook).

C. PROBATIONARY EMPLOYEE

1. A probationary employee is defined as an employee who becomes eligible for a continuing contract as prescribed by law, and who is not granted a continuing contract because the Board has chosen to exercise its option in law.
 - a. The principal of the building shall be responsible for the initial evaluation of the probationary employee utilizing primarily two methods:
 - i. Periodic classroom visits and conferences.
 - ii. Written evaluation forms in December and March.
 - iii. A copy of such evaluation shall be given to the teacher.
 - b. During the process of the written evaluation, the principal and the probationary employee will confer on the positive aspects and weakness of the

classroom teacher.

- c. If, after the initial evaluation in December, the principal deems it advisable, he/she may seek assistance from the Superintendent's office for further evaluation.
- d. If any written evaluation to the Superintendent's office is of a negative nature, the Superintendent will confer with the principal and the probationary employee.
- e. If by 30 days or April 30, whichever comes first, prior to the end of the school year, the probationary employee is deemed to be unsatisfactory, he/she/ shall be notified in writing that his/her contract shall not be renewed for the forthcoming school year.
- f. In accordance with Ohio law, reasons for non-renewal will not be provided.

ARTICLE XXVII

DECREASE OF STAFF MEMBERS

Whenever it becomes necessary for the Board to make a reduction in the total number of bargaining unit members, such reduction shall be carried out in accordance with the provision of O.R.C. 3319.17 as follows:

1. In making such reduction, the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent of Schools who shall, within each teaching field affected, give preference to teachers on continuing contracts and to teachers who have greater seniority. Teachers whose continuing contracts are suspended, shall have the right of restoration to continuing service in the district if and when teaching positions become vacant or are created for which any of such teachers are, or become qualified.
2. Prior to any reductions being made, the Superintendent will meet with the Federation president to inform him/her of the reasons requiring said reduction.
3. Teachers who have contracts which have been suspended shall have recall rights. Said

teachers shall be placed on a recall list and shall be recalled in the order of seniority when an opening occurs. A teacher must have proper certification for the opening. Once a teacher has been recalled and returns to accept the position, his/her name shall be removed from the recall list. A teacher's name shall be removed from the recall list if an opening is refused by said teacher.

4. The teacher shall have the responsibility of notifying the Board of his/her last known address.

ARTICLE XXVIII

MEDICAL EXAMINATION

- A. After notifying the Board of Education, the administration may require a physical examination of an employee whose general health condition does not permit him/her to fulfill his/her teaching assignment adequately. The Board of Education shall pay the cost of such an examination and may designate the physician for said examination. The physician's report and recommendation shall be final.
- B. After notifying the Board of Education, the administration may require a psychological and psychiatric examination of an employee whose emotional state does not permit him/her to fulfill his/her teaching assignment adequately. The Board of Education shall pay the cost of such an examination and may designate the specialist to make such an examination. The specialist's report and recommendation shall be final.
- C. Flu shots are now covered by Ontario Schools' medical insurance. Therefore, any employee covered under the medical insurance plan who desires to receive a flu shot may get the flu shot on their own and must turn the bill into the insurance company. An employee may also be reimbursed for any insurance reimbursement that was less than the

current Mansfield/Ontario/Richland Health Department cost, plus 10%. The employee must submit a copy of their Explanation of Benefit from the insurance company to the Treasurer's Office in order to be reimbursed.

If the serum is not available for purchase by the Board of Education, employees, not covered by the School's medical program, can go to the health department or their doctor and be reimbursed for the cost of the flu shot up to the current

Mansfield/Ontario/Richland County Health Department cost, plus 10%. The employee must submit a receipt from their provider to the Treasurer's Office in order to be reimbursed.

When the flu shot serum is available, the Board of Education will purchase the serum in bulk and provide the flu shot at no charge to any certified employee who desires it.

Employees covered under the medical insurance plan will not be required to process anything with the insurance company for the flu shot. When the Board of Education can provide the shot, no employee will be reimbursed for a flu shot administered by someone other than the Board's nurse unless the staff member is required to have the shot administered by a physician. In this instance, he or she will be reimbursed up to the current Mansfield/Ontario/Richland County Health Department cost, plus 10%.

ARTICLE XXIX

AIDS POLICY

A. The Board of Education recognizes that AIDS is currently a significant medical and social problem. The Board desires not to discriminate against and to protect the rights of individual employees who may be infected with AIDS as well as protecting non-infected students, staff, and the public. AIDS includes Acquired Immune Deficiency Syndrome, AIDS related complex, or the presence of HTLV-III antibody.

B. AIDS EVALUATION

The Board of Education believes, based on current medical information, that each

employee who is diagnosed as having AIDS is entitled to an evaluation of his or her medical condition. Decisions regarding the advisability of a particular employee continuing to attend or work in the schools of this district will be made only after consideration of all available information regarding the physical condition of that individual.

To conduct these evaluations, the Board of Education will appoint an AIDS evaluation team. That team will consist of a physician appointed by the Board, the individual's primary care physician, and a physician specializing in AIDS.

The physician specializing in AIDS shall be mutually agreed upon by the Board appointed physician and the employee's physician. The physician appointed by the Board shall act as chairperson of the AIDS evaluation team with the Board paying for the Board appointed physician and the physician specializing in AIDS. The individual will incur the cost of his/her physician.

C. CONFIDENTIALITY

The Board of Education recognizes the need to protect the individual rights and health of persons infected with AIDS and the rights and health of those not infected. The Board believes that information concerning the health of any employee should be treated as confidential information. In the case of an employee, the Superintendent, building principal and employee's immediate supervisor should be informed of any physical condition which may require special attention, including AIDS. Unless there is a specific need, other employees shall not be informed about the individual's physical condition, including whether or not an individual is infected with AIDS.

No employee shall be required to submit to a test for Human Immunodeficiency Virus.

ARTICLE XXX

HEALTH INSURANCE

A. FULL-TIME EMPLOYEES (Employees regularly contracted to work more than 30 hours per week)

1. HOSPITALIZATION

Effective March 1, 2012, the Board of Education shall pay the hospitalization premium per month at 88.0% for a family plan, or 88.4% for a single plan up to an annual premium increase of our current insurance company's trend increase for our area at that time, for each employee enrolled in the hospitalization program as adopted by the Board. If the annual premium increase is greater than trend, both sides agree to investigate options to lower the premium. OFT has the choice to implement any of the options or pay the full percentage increase above trend. If OFT chooses to pay the full percentage above trend, the Board's percentage will be adjusted accordingly.

A professional staff member on Medicare receiving reduced rates for the Hospitalization Program will receive credit for actual payment.

Effective date of hospitalization shall be September 1 for any new teacher employed for a full school year. Any teacher employed during the school year may enroll with the effective date of insurance the first of the month following the date of employment.

Present employees may enroll or add to their coverage by filling out an enrollment card with effective date three (3) months from the 1st day of the month following the date of filling out the enrollment card. Example – Enrollment card filled out 1/15/88. Effective date of insurance would be three (3) months from 02/01/88, which would be 05/01/88.

2. DENTAL CARE INSURANCE

Effective March 1, 2012, the Board of Education shall pay the dental premium per month at 65.1% for a family plan, or 59.2% for a single plan up to an annual premium increase of our current insurance company's trend increase for our area at that time, for each employee enrolled in the dental program as adopted by the Board. If the annual premium increase is greater than trend, both sides agree to investigate options to lower the premium. OFT has the choice to implement any of the options or pay the full percentage increase above trend. If OFT chooses to pay the full percentage above trend, the Board's percentage will be adjusted accordingly.

3. VISION CARE INSURANCE

Effective March 1, 2012, the Board of Education shall pay the vision care premium per month at of 47.7% for a family plan, or 39.5% for a single plan up to an annual premium increase of our current insurance company's trend increase for our area at that time, for each employee enrolled in the vision program as adopted by the Board. If the annual premium increase is greater than trend, both sides agree to investigate options to lower the premium. OFT has the choice to implement any of the options or pay the full percentage increase above trend. If OFT chooses to pay the full percentage above trend, the Board's percentage will be adjusted accordingly.

Any premium for the above insurances which is in excess of the maximum amount to be paid by the Board will be paid by the employee through payroll deduction.

B. PART-TIME EMPLOYEE CLAUSE (Employees regularly contracted to work 30 hours or less per week)

1. HOSPITALIZATION

Effective March 1, 2012, the Board of Education shall pay the hospitalization premium per month to a maximum of 50% for a family plan, or 50% for a single plan up to an annual premium increase of our current insurance company's trend increase for our area at that time, for each employee enrolled in the hospitalization program as adopted by the Board. If the annual premium increase is greater than trend, both sides agree to investigate options to lower the premium. OFT has the choice to implement any of the options or pay the full percentage increase above trend. If OFT chooses to pay the full percentage above trend, the Board's percentage will be adjusted accordingly.

2. DENTAL CARE INSURANCE

Effective March 1, 2012, the Board of Education shall pay the dental premium per month to maximum of 39.9% for a family plan, or 34.0% for a single plan up to an annual premium increase of our current insurance company's trend increase for our area at that time, for each employee enrolled in the dental program as adopted by the Board. If the annual premium increase is greater than trend, both sides agree to investigate options to lower the premium. OFT has the choice to implement any of the options or pay the full percentage increase above trend. If OFT chooses to pay the full percentage above trend, the Board's percentage will be adjusted accordingly.

3. VISION CARE INSURANCE

Effective March 1, 2012, the Board of Education shall pay the vision care premium per month to a maximum of 2.9% for a family plan, or 0.0% for a single plan up to an annual premium increase of our current insurance company's trend increase for our area at that time, for each employee enrolled in the vision program as adopted by the Board. If the annual premium increase is greater than trend, both sides agree to investigate options to lower the premium. OFT has the choice to implement any of

the options or pay the full percentage increase above trend. If OFT chooses to pay the full percentage above trend, the Board's percentage will be adjusted accordingly.

C. PRESCRIPTION DRUG CARD

Effective March 1, 2009, a prescription drug card program will be \$10.00 for generic prescriptions, \$25.00 for formulary prescriptions and \$40.00 for name-brand prescriptions (maximum 30 day supply). Mail-in prescriptions will be \$20.00 for generic, \$50.00 for formulary prescriptions and \$80.00 for name-brand prescriptions (maximum 90 day supply). This program will be independent from the deductible and co-insurance. This program will be part of the hospitalization program and cannot be purchased separately from the hospitalization insurance.

D. DEDUCTIBLES

Effective March 1, 2009, the network deductible amounts will be \$300 for single participants and \$600 for family participants. Non-network deductible amounts will be \$500 for single participants and \$1,000 for family participants.

E. CO-INSURANCE LIMITS

Effective March 1, 2002, the co-insurance limits will be 80/20 of the first \$4,000 of medical bills. The total "out-of-pocket" co-insurance expenses will be \$800 for single participants and \$1,600 for family participants.

F. DOCTOR OFFICE CO-PAY

Effective March 1, 2005, the doctor office co-pay for medical coverage will be increased from \$10 to \$15.

G. MAXIMUM LIFETIME COVERAGE

Effective March 1, 2009, the maximum lifetime coverage was changed from \$1,000,000 to \$2,000,000.

H. RETIRING EMPLOYEES INSURANCE TERMINATION DATE

Effective September 1, 2006, insurance coverage will terminate on the date of retirement for any employee who is retiring into the STRS system. Any employee who retires on or after January 1, 2009 and is rehired under Article XVII, Hiring of Retired Teachers, with no break in service (except summer vacation) shall be eligible to continue coverage under the Ontario Health Care Plan provided, however, that beginning on September 1, following the date of retirement, the employed retiree shall pay one hundred percent (100%) of the premium for any Ontario Health Care Plan coverage selected.

I. LONG-TERM SUBSTITUTES ELIGIBILITY

Effective the 2006-2007 school year, long-term substitutes will not be eligible to participate in the health insurance plan. (Supersedes ORC. 3319.10)

J. INSURANCE LIAISON

The OFT President and Board Treasurer will mutually select a representative to serve as the OFT's liaison in conjunction with the Board and the Health Care Provider on all matters concerning health care issues; to include, but not limited to premiums, program changes, review of other program providers, and processing of claims. If a mutual agreement cannot be reached, the position will be filled by a current OFT officer. As part of this Health Care agreement, the representatives of both the Board and OFT will continue to pursue and consider other health care providers in an effort to obtain one which has the same or similar health care benefits as the present program, but at a reduced cost to both the Board and the employee. Changes in the hospitalization, dental, or vision care programs and/or provider now in effect shall be determined by the Board of Education, after discussion with representatives of the administration and representatives of the Federation. The Board is authorized, by mutual agreement with OFT, to add an additional health care plan as a voluntary option for eligible employees.

K. PPO NETWORK

Effective March 1, 2011, a PPO network for all doctors covered under the Medical/Hospitalization plan will be instituted. If an employee uses the services of doctors outside of the medical plan's network, they will be subject to the out-of-network penalties contained in the plan.

ARTICLE XXXI

LIFE INSURANCE

The Ontario Local Board of Education shall provide a \$50,000 term life insurance policy for each certificated employee. Effective the 2006-2007 school year, long-term substitutes will not be eligible to participate in the life insurance plan. (Supersedes ORC. 3319.10)

ARTICLE XXXII

ANNUITIES

A. Teacher shall be provided the opportunity, through payroll deductions, to take advantage of the federal law concerning tax free annuities of their choice. A minimum of five employees is necessary for the Board to recognize an annuity company. Any newly hired employee with an existing annuity will be able to continue the annuity through Ontario Local Schools regardless of the number of participants. It shall be the responsibility of the employee to ensure that the amount of the annuities withheld is in compliance with Internal Revenue Service regulations. The employees shall hold the treasurer harmless for the annuity calculations.

B. Effective February 1, 1984, the Board shall provide for the sheltering of each teacher's contribution to the State Teachers' Retirement System as authorized by Federal Revenue Ruling No. 77-462 and OAG 82-097. Under these provisions, the Board, upon proper application with STRS, shall not deduct state or federal taxes on the amount of the current teacher's required contribution to STRS, and such shall be noted on or with the individual teacher's W-2 form.

ARTICLE XXXIII

FEDERATION REPRESENTATION ON COMMITTEES

Opportunity shall be provided for at least one Federation member to participate on any school committee pertaining to teacher welfare. An employee officially representing teachers on any committee, agency, or other such body shall be selected from nominees submitted by the Federation.

ARTICLE XXXIV

FEDERATION DAYS

On those days when schools are scheduled closed for the meeting of any teachers' organization, the Federation shall be permitted to hold its own professional meetings.

ARTICLE XXXV

WORK STOPPAGES

During the life of these policies, the Board of Education shall not lock out any employee until all bargaining procedures, as outlined in this agreement, have been exhausted, or at least five (5) days after the last negotiation step of the procedures has been fulfilled. In case of such a lock out, the Ontario Federation of Teachers has the option of canceling the agreement at any time between the tenth day after the lock out and the date of settlement.

During the life of this agreement, the Ontario Federation of Teachers will not cause or permit its members to cause; nor will any member of the Federation take part in any sit-down, slowdown, or so-called illness leave or any curtailment or restriction of work on the part of any other employee of the Ontario Local Board of Education. The Federation shall not cause or permit its members to cause; nor will any member of the Federation take part in any strike or stoppage of the school system's operation or picket any of the school buildings or premises.

ARTICLE XXXVI

AMENDMENT TO THIS AGREEMENT

The parties acknowledge that during the negotiations, which resulted in this contract, each had the opportunity to make proposals, and that the understandings and agreements arrived at by the parties after the exercise of that opportunity are set forth in this contract. Therefore, this contract contains the full and complete agreement between the Board and the Federation on all negotiable issues and neither party shall be required, during the term thereof, to negotiate upon any issue whether it is covered or not covered in this contract unless otherwise mutually agreed.

ARTICLE XXXVII

NEGOTIATIONS PROCEDURE FOR THE ONTARIO BOARD OF

EDUCATION AND ONTARIO FEDERATION OF TEACHERS

A. STATEMENT OF PRINCIPLE

1. The Ontario Local Board of Education, hereinafter referred to as the “Board,” and the Ontario Federation of Teachers, AFT, AFL-CIO, Local 1703, hereinafter referred to as the “Federation,” state that the purpose of the procedures established in this document is to provide a means for harmonious and cooperative relationships between the Board and certificated employees through collective negotiations, and to protect the public and the welfare of the students of Ontario Local Schools by assuring orderly operation of the school system. For and in aid of that purpose, the principles stated in succeeding sections of this document shall govern the negotiation process between the Board and Federation.
2. It is recognized and agreed that the Ontario Local Board of Education is an official body duly elected by the community to discharge its authority as defined by the laws of this state, and statements within this document shall not be construed to prevent the Board from complying with its duty. Nothing in this agreement shall diminish the statutory rights and responsibilities of the Board.
3. “Good Faith” negotiation, as provided for in this document, include, but not by way of limitation, reasonable positions on negotiable issues; an indicated willingness to reach an agreement thereon; setting forth, evaluating or agreeing to proposals with sound, professional consideration; a search for counter proposals not accepted; but does not compel either party to agree to a proposal or require the making of a concession.
4. Representatives of the Board and the Federation shall participate in negotiations freely without fear of penalty, sanction, reprisal, or recrimination.

B. SUBJECTS OF NEGOTIATION

Representatives of the Board and the Federation will negotiate in good faith a professional salary schedule, fringe benefits, and terms and conditions of employment.

C. REQUESTS FOR NEGOTIATION

1. If either the Board or Federation desires to negotiate changes in salary schedule, fringe benefits, or other terms and working conditions of employment, it shall notify the other party in writing not later than three (3) months, and not earlier than four (4) months, prior to the expiration of this agreement of such desire, and according to the terms of the negotiating procedure outlined below.
2. Notification in writing from the Federation shall be submitted to the Superintendent. Notification in writing from the Board shall be submitted to the President of the Federation.
3. Prior to negotiations, if both agree, the “Problem Solving Approach” training can occur.

D. CHOICE OF FORMAT

1. Within ten (10) working days after receipt of such notice, an initial meeting will be held between the representatives of the Federation and the Superintendent or his designee(s) to determine the format for negotiations described as either the “Problem Solving Approach” or the “traditional Collective Bargaining Approach.”
2. If the “Problem Solving Approach” is selected, training will occur if agreed by both the representatives of the OFT and the Board.
3. If said representatives cannot agree on format for negotiations the “Traditional Collective Bargaining Approach” will be followed.

a. Problem Solving Approach

Within fifteen (15) working days after choice of format, an initial meeting will be held to begin.

Phase I	Problem sharing
Phase II	Data sharing
Phase III	Discussion of options
Phase IV	Resolution of issues
Phase V	Final contract writing
Phase VI	Final agreement
Phase VII	Ratification
Phase VIII	Final signing

b. Traditional Collective Bargaining Approach

- i. Within fifteen (15) working days after choice of format, an initial meeting will be held at which both parties will exchange, in writing, their proposals
- ii. In the first negotiations session, proposals shall be in form and detail specifying that to which agreement is sought. Topical listing of items proposed for negotiations shall constitute a clear failure of compliance with this requirement and may be disregarded.
- iii. The items proposed shall constitute the total for negotiations. The remaining items of the then current contract shall remain in force and effect, and shall be part of any successor agreement.

E. NEGOTIATION MEETINGS

1. Once negotiations begin, the Board will provide four (4) one-half days of release time to the three OFT representatives who serve on the negotiating team.
2. Beyond the four (4) one-half days of release time, negotiation meetings shall be scheduled by the parties until negotiations are concluded. Either party may require, at each meeting, a decision on the date, time, and place of a subsequent meeting.
3. Meetings shall be scheduled at reasonable intervals, places, and times to avoid, as nearly as practical, conflict and interference with school and employment schedules.
4. Negotiations meetings shall be closed to the press and the public.
5. Either party may recess for caucuses of a reasonable length of time.
6. Minutes of meetings shall be kept in such form and detail as may be determined by the parties.

F. REPRESENTATION

Representation at negotiation meetings shall consist of no more than three (3) local representatives each for the Board and the Federation.

G. INFORMATION

The teams agree to furnish, upon request and in a reasonable time, available information concerning the financial status of the district and such other available information as will assist the teams in the development and resolution of issues.

H. NEWS RELEASES

Any contacts with or releases to the news media must be jointly written and issued.

I. AGREEMENT

1. Tentative agreement on negotiated items shall be reduced to writing and initialed by the representatives of each team. Tentative agreements may be brought back to the table when it is believed that it will result in progress toward developing a final package. All agreements are tentative, based upon the complete resolution of all issues.
2. The purpose of the “tentative agreements” is to develop a package that will be submitted to the teachers and the Board for ratification. Initialing of tentative agreements shall be done in good faith.
3. The team of the Federation must affirm the acceptance of the contract by a teacher vote. If approved by the Board, the contract shall be binding.
4. Printed copies of the contract shall be made available to all members of the bargaining unit. The cost for printing copies of the contract will be shared. The responsibility of distributing copies of the contract will be that of the Federation.

J. DISAGREEMENT

1. If agreement is not reached within sixty (60) days following commencement of negotiations, either party may at any time thereafter request the employment of a mediator, and the cost, if any, of such mediating services shall be shared equally by the Board and the Federation. However, if after sixty (60) days from commencement of negotiations should either side request that negotiations be extended before mediation and if both parties mutually agree to do so, negotiations before mediation will be extended up to thirty (30) additional days making a total number of days for any one negotiation session ninety (90) days from the day of the initial meeting.
2. The mediator shall be supplied by the Federal Mediation and Conciliation Service.
3. In the event mediation fails to help the parties reach an agreement, the final act of the mediator shall be to report to the parties in writing. His or her report would declare the points of disagreement and the position of the parties on the impasse items as they

appear to the mediator and his/her recommendations.

4. Days herein shall mean calendar days.

ARTICLE XXXVIII

SALARY SCHEDULE REGULATIONS

- A. College credit hours on the salary schedule are based upon semester hours. Quarter hours will be converted to semester hours using a factor of $2/3$ or 0.667.
- B. Except in special cases, the policy of the Board of Education shall be not to employ teachers with less than a Bachelor's degree and an initial license.
- C. Experienced teachers employed by the Board of Education shall be given credit for experience secured in other school systems. Up to five years experience shall be allowed for earned military service.
- D. Teachers who, from time to time have earned additional credits which shall enable them to move from one salary classification to a higher one shall file a transcript of their credits with the Superintendent not later than September 10th of the current academic year. Changes in teachers' salaries shall be final as of September 20th of the current academic year. Experience for placement on the salary schedule shall be determined at the time of employment. Thereafter, purchase of service credit, for retirement purposes shall not change the placement on the salary schedule.
- E. Teachers shall be paid on a twelve-month basis. Salary checks will be received on Thursdays on a bi-weekly basis.
- F. Teachers working beyond their Bachelor's degree shall confine their work to their teaching fields or general education course if credit is desired on the salary schedule. Exceptions may be granted upon approval of a committee consisting of:
 1. Teacher representatives – One elementary and one secondary Federation members
 2. Principal – Elementary or Secondary representing level involved
 3. Superintendent or his/her representative
- G. Additional credits on the salary schedule may be obtained by regular academic work at

the colleges and universities, attendance at workshops for which college credit is given, and institutes for which college credit is given. Any course work taken via the internet to be considered for a salary increase must be reviewed by the Local Professional Development Committee and approved by the Superintendent.

- H. Teachers placed on the salary schedule below the Bachelor's degree shall be considered individually and by resolution. Salary adjustment shall be made prior to issuing contracts and salary statements.
- I. Any additional state money allocated for salaries for teachers, or as a means of raising the state minimum teachers' salary, shall be allocated to the professional staff on a basis determined by representatives of the Board of Education and the Federation negotiating team. The final determination shall be made by the Board of Education.
- J. Effective with the 1997-98 contract, the zero salary step will be reinstated at the same level as step 1. The intent of this regulation is for new hires with no experience to begin on step zero and move to step 1 their second year with no increment increase. All employees hired prior to the effective date will be grandfathered and not affected by the addition of the zero step.
- K. All employees are required to participate in direct deposit of their payroll check. In addition, all employees are required to receive their payroll check statement electronically.
- L. Any teacher, who receives National Board Certification after August 2001, will be paid a one time \$500 stipend upon proof of certification.
- M. Early Announcement Incentive Bonus – Teachers will receive an Early Announcement Incentive Bonus of \$1,000 for notifying the Ontario Board of Education on or before March 1st of the year they plan to retire. Written notification must be received by the Superintendent's office with an effective retirement date of January to July of that same year. The bonus will be paid the last pay period in June of that year. A teacher who retires and is rehired by Ontario Local Schools is not eligible to receive the bonus.
- N. All teachers shall be paid according to the adopted Salary Schedule.
- O. Effective with the 2012-2013 Salary Schedule, all newly hired teachers will be placed on

the salary schedule with at least one less year of experience than they actually have. If the newly hired teacher does not have any experience they shall remain on the zero salary step for two years. This is due to all staff taking a salary step freeze during the 2012-2013 Salary Schedule year.

ARTICLE XXXIX

EXTRACURRICULAR SALARY REGULATIONS

- A. Extra pay for extracurricular duties shall be granted as stipulated in the extracurricular schedule.
- B. All teachers shall be paid according to the adopted salary schedule.
- C. Final extracurricular supplemental pay will not be made until the inventory form is completed and approved by the Athletic Director and/or Principal.
- D. Assignments to the various extracurricular activities shall be recommended by the head of any activity when more than one person is involved, and the principal or the building concerned, with final recommendation by the Superintendent with approval by the Board of Education.
- E. A minimum number of participants shall be established for each activity.
- F. Should an intramural program be financed by the Board of Education, the salaries for personnel involved are negotiable items between the representatives of the Federation and the Board.
- G. When more than one figure is shown on the extracurricular salary schedule, the lowest figure represents compensation for the first year of experience in said activity. The subsequent figures represent additional years of experience.
- H. Extracurricular salaries are on a ratio or percentage basis. The salaries will be computed by multiplying the beginning teacher's salary, \$18,420, by the percent listed for each activity on the January 24, 1988, supplemental salary schedule, and thereafter on each corresponding schedule.
- I. The Board will pay the coach's BCI/FBI costs for employment and recertification

requirements.

- J. Effective with the 2012-2013 Extracurricular Salary Schedule, all newly hired teachers/coaches will be placed on the salary schedule with at least one less year of experience than they actually have. If the newly hired teacher/coach does not have any experience they shall remain on the zero salary step for two years. This is due to all staff taking a salary step freeze during the 2012-2013 Extracurricular Salary Schedule year.

**ONTARIO LOCAL SCHOOL DISTRICT
SALARY SCHEDULE INDICES FOR TEACHERS
EFFECTIVE BEGINNING OF THE 1997-98 CONTRACT**

	NO								
	DEGREE	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30
0	0.8652	1.0000	1.0179	1.0445	1.0620	1.0871	1.1228	1.1491	1.1754
1	0.8652	1.0000	1.0179	1.0445	1.0620	1.0871	1.1228	1.1491	1.1754
2	0.8917	1.0311	1.0488	1.0756	1.0976	1.1266	1.1623	1.1887	1.2151
3	0.9190	1.0623	1.0800	1.1149	1.1371	1.1662	1.2018	1.2281	1.2543
4	0.9458	1.0933	1.1194	1.1544	1.1764	1.2057	1.2412	1.2677	1.2941
5	0.9726	1.1245	1.1589	1.1941	1.2205	1.2538	1.2885	1.3148	1.3411
6	1.0057	1.1626	1.1984	1.2422	1.2682	1.3016	1.3359	1.3623	1.3887
7	1.0386	1.2007	1.2436	1.2901	1.3163	1.3496	1.3831	1.4094	1.4358
8	1.0725	1.2401	1.2888	1.3383	1.3662	1.4016	1.4304	1.4567	1.4831
9	1.1082	1.2809	1.3340	1.3863	1.4164	1.4543	1.4798	1.5063	1.5328
10	1.1495	1.3291	1.3822	1.4342	1.4665	1.5063	1.5295	1.5558	1.5820
11	1.1983	1.3852	1.4301	1.4821	1.5180	1.5613	1.5859	1.6128	1.6398
12	1.2478	1.4426	1.4863	1.5416	1.5753	1.6165	1.6421	1.6699	1.6977
13	1.2984	1.5013	1.5454	1.6005	1.6340	1.6743	1.7006	1.7281	1.7555
14	1.3490	1.5598	1.6042	1.6605	1.6929	1.7331	1.7593	1.7865	1.8137
15				1.7207	1.7529	1.7918	1.8183	1.8449	1.8716
18	1.3490	1.6198	1.6642	1.7807	1.8129	1.8518	1.8783	1.9049	1.9316
22	1.3490	1.6598	1.7042	1.8207	1.8529	1.8918	1.9183	1.9449	1.9716
27	1.3490	1.6898	1.7342	1.8507	1.8829	1.9218	1.9483	1.9749	2.0016

ONTARIO LOCAL SCHOOLS						
EXTRACURRICULAR SALARY INDICES						
INDEX CODE	E X P E R I E N C E					
	0	1	2	3	4	5
1	0.16000	0.16817	0.17600	0.18400	0.19200	0.22000
1A (10)	0.11000	0.11800	0.12600	0.13400	0.14200	0.16500
2	0.09235	0.09700	0.10158	0.10620	0.11082	0.12697
3	0.08793	0.09235	0.09676	0.10117	0.10548	0.12100
3A (11)	0.08116	0.08523	0.08932	0.09338	0.09738	0.11163
4	0.07439	0.07810	0.08188	0.08558	0.08927	0.10226
5	0.04874	0.05120	0.05366	0.05602	0.05849	0.06705
6	0.03900	0.04094	0.04289	0.04484	0.04679	0.05361
7	0.02565	0.02700	0.02822	0.02955	0.03078	0.03533
8	0.02052	0.02155	0.02257	0.02360	0.02463	0.02822
9	0.01539	0.01621	0.01693	0.01775	0.01847	0.02122

ONTARIO LOCAL SCHOOLS							
EXTRACURRICULAR SALARY SCHEDULE							
BASE SALARY	\$33,725	FISCAL YEAR			2012		
INDEX		EXPERIENCE					
CODE	0	1	2	3	4	5	
FOOTBALL							
Head Varsity	1	5,396	5,672	5,936	6,205	6,475	7,420
Varsity Asst. (4)	3	2,965	3,115	3,263	3,412	3,557	4,081
Freshman (2)	11	2,737	2,874	3,012	3,149	3,284	3,765
8th Grade (2)	4	2,509	2,634	2,761	2,886	3,011	3,449
7th Grade (2)	4	2,509	2,634	2,761	2,886	3,011	3,449
Mid.Sch.Flag F/B Coord.	6	1,315	1,381	1,446	1,512	1,578	1,808
BASKETBALL							
Head Varsity	1	5,396	5,672	5,936	6,205	6,475	7,420
Varsity Asst. (2)	3	2,965	3,115	3,263	3,412	3,557	4,081
Freshman	11	2,737	2,874	3,012	3,149	3,284	3,765
8th Grade	4	2,509	2,634	2,761	2,886	3,011	3,449
7th grade	4	2,509	2,634	2,761	2,886	3,011	3,449
INDOOR/OUTDOOR TRACK*							
Head Varsity	10	3,710	3,980	4,249	4,519	4,789	5,565
Varsity Asst. (4)	4	2,509	2,634	2,761	2,886	3,011	3,449
Middle School Head	3	2,965	3,115	3,263	3,412	3,557	4,081
Middle School Asst.(2)	5	1,644	1,727	1,810	1,889	1,973	2,261
CROSS COUNTRY							
Head Varsity	3	2,965	3,115	3,263	3,412	3,557	4,081
Middle School Asst.	5	1,644	1,727	1,810	1,889	1,973	2,261
GOLF - BOYS							
Head Varsity	4	2,509	2,634	2,761	2,886	3,011	3,449
Varsity Asst.	5	1,644	1,727	1,810	1,889	1,973	2,261
GOLF - GIRLS							
Head Varsity	4	2,509	2,634	2,761	2,886	3,011	3,449
WRESTLING							
Head Varsity	10	3,710	3,980	4,249	4,519	4,789	5,565
Varsity Asst.	3	2,965	3,115	3,263	3,412	3,557	4,081
Middle School Head	4	2,509	2,634	2,761	2,886	3,011	3,449
Middle School Asst.	5	1,644	1,727	1,810	1,889	1,973	2,261
SWIMMING							
Head Varsity	10	3,710	3,980	4,249	4,519	4,789	5,565
Varsity Asst.	5	1,644	1,727	1,810	1,889	1,973	2,261
Middle School	6	1,315	1,381	1,446	1,512	1,578	1,808
BASEBALL							
Head Varsity	2	3,115	3,271	3,426	3,582	3,737	4,282
Varsity Asst.	4	2,509	2,634	2,761	2,886	3,011	3,449
Freshman	4	2,509	2,634	2,761	2,886	3,011	3,449
* Coaching of indoor track is optional.							

ONTARIO LOCAL SCHOOLS							
EXTRACURRICULAR SALARY SCHEDULE							
BASE SALARY	\$33,725	FISCAL YEAR			2012		
	INDEX	EXPERIENCE					
	CODE	0	1	2	3	4	5
TENNIS							
Boys	4	2,509	2,634	2,761	2,886	3,011	3,449
Girls	4	2,509	2,634	2,761	2,886	3,011	3,449
ACTIVITY COORDINATOR							
Middle School	2	3,115	3,271	3,426	3,582	3,737	4,282
High School (Fall) (50% of Index 2)	2	1,558	1,636	1,713	1,791	1,869	2,141
High School (Winter- Basketball/Wrestling) (33.33% of Index 2)	2	1,038	1,090	1,142	1,194	1,246	1,427
High School (Winter- Swimming) (16.67% of Index 2)	2	519	545	571	597	623	714
MARCHING BAND							
Director	1	5,396	5,672	5,936	6,205	6,475	7,420
Assistant	4	2,509	2,634	2,761	2,886	3,011	3,449
BOYS SOCCER							
Varsity	2	3,115	3,271	3,426	3,582	3,737	4,282
Assistant	4	2,509	2,634	2,761	2,886	3,011	3,449
VOLLEYBALL							
Varsity	2	3,115	3,271	3,426	3,582	3,737	4,282
Varsity Asst.	4	2,509	2,634	2,761	2,886	3,011	3,449
8th Grade	5	1,644	1,727	1,810	1,889	1,973	2,261
7th Grade	5	1,644	1,727	1,810	1,889	1,973	2,261
GIRLS BASKETBALL							
Varsity	1	5,396	5,672	5,936	6,205	6,475	7,420
Assistant (2)	3	2,965	3,115	3,263	3,412	3,557	4,081
9th Grade	11	2,737	2,874	3,012	3,149	3,284	3,765
8th Grade	4	2,509	2,634	2,761	2,886	3,011	3,449
7th Grade	4	2,509	2,634	2,761	2,886	3,011	3,449
GIRLS SOCCER							
Varsity	2	3,115	3,271	3,426	3,582	3,737	4,282
Assistant	4	2,509	2,634	2,761	2,886	3,011	3,449
SOFTBALL							
Varsity	2	3,115	3,271	3,426	3,582	3,737	4,282
Assistant	4	2,509	2,634	2,761	2,886	3,011	3,449
CHOIR							
High School*	4	2,509	2,634	2,761	2,886	3,011	3,449
Middle School*	7	865	911	952	997	1,038	1,192
Elementary*	8	692	727	761	796	831	952

* To be eligible the teacher must work with students a minimum of 20 hours outside the normal school day.

EXTRACURRICULAR SALARY SCHEDULE							
BASE SALARY	\$33,725	FISCAL YEAR			2012		
INDEX	EXPERIENCE						
CODE	0	1	2	3	4	5	
CHEERLEADER ADVISORS							
Varsity	6	1,315	1,381	1,446	1,512	1,578	1,808
Reserve	6	1,315	1,381	1,446	1,512	1,578	1,808
9th Grade	6	1,315	1,381	1,446	1,512	1,578	1,808
Middle School	6	1,315	1,381	1,446	1,512	1,578	1,808
STUDENT COUNCIL							
High School	6	1,315	1,381	1,446	1,512	1,578	1,808
Middle School	7	865	911	952	997	1,038	1,192
YEARBOOK							
High School	4	2,509	2,634	2,761	2,886	3,011	3,449
Middle School	6	1,315	1,381	1,446	1,512	1,578	1,808
THEATER							
Director	6	1,315	1,381	1,446	1,512	1,578	1,808
Assistant	7	865	911	952	997	1,038	1,192
Set Director(H.S.)	9	519	547	571	599	623	716
NEWSPAPER							
High School	7	865	911	952	997	1,038	1,192
Middle School	7	865	911	952	997	1,038	1,192
CLASS ADVISORS							
Senior Class (each 2 persons)	8	692	727	761	796	831	952
Junior Class (each 2 persons)	8	692	727	761	796	831	952
Sophomore Class (1 person)	9	519	547	571	599	623	716
Freshmen Class (1 person)	9	519	547	571	599	623	716
BAND AUXILIARY DIRECTOR							
	6	1,315	1,381	1,446	1,512	1,578	1,808
SUMMER\FALL STRENGTH COACH							
	3	2,965	3,115	3,263	3,412	3,557	4,081
WINTER\SPRING STRENGTH COACH							
	3	2,965	3,115	3,263	3,412	3,557	4,081
AFS ADVISOR							
	6	1,315	1,381	1,446	1,512	1,578	1,808
Competitive Academic Enrichment (3)*							
	7	865	911	952	997	1,038	1,192
ACADEMIC CHALLENGE							
	8	692	727	761	796	831	952
KEY CLUB ADVISOR							
	9	519	547	571	599	623	716

* Academic Enrichment would include: Power of the Pen, Toshiba ExploraVision, and Destination ImagiNation

ONTARIO LOCAL SCHOOLS							
EXTRACURRICULAR SALARY SCHEDULE							
BASE SALARY	\$33,725	FISCAL YEAR			2012		
	INDEX	EXPERIENCE					
	CODE	0	1	2	3	4	5
ATHLETIC TRAINER (2 x index code 2)	2	6,230	6,542	6,852	7,164	7,474	8,564
(May be fully or partially contracted out to an outside service provider based upon mutual agreement of the Board and Association)							
FOREIGN LANGUAGE	9	519	547	571	599	623	716
WEBMASTERS							
District	4	2,509	2,634	2,761	2,886	3,011	3,449
High School	6	1,315	1,381	1,446	1,512	1,578	1,808
Middle School	6	1,315	1,381	1,446	1,512	1,578	1,808
Intermediate	8	692	727	761	796	831	952
Primary	8	692	727	761	796	831	952
NATIONAL HONOR SOCIETY	9	519	547	571	599	623	716
LPDC Member	9	519	547	571	599	623	716
LPDC Chairperson	7	865	911	952	997	1,038	1,192
Master Teacher Chairperson (LPDC member - not paid in addition to LPDC member stipend) (Only paid if there are Master Teacher applicants)	7	865	911	952	997	1,038	1,192
FRIDAY SCHOOL	\$75.00 per session.						
THURSDAY SCHOOL	\$50.00 per session.						
ATHLETIC CAMP STIPENDS							
Head Coach (maximum)		1,000					
Assistant Coaches (maximum)		500					

**ONTARIO LOCAL SCHOOL DISTRICT
SALARY SCHEDULE FOR TEACHERS
EFFECTIVE BEGINNING OF THE 2012-2013 CONTRACT**

BASE SALARY -		\$37,533							
	NO DEGREE	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30
0	32,474	37,533	38,205	39,203	39,860	40,802	42,142	43,129	44,116
1	32,474	37,533	38,205	39,203	39,860	40,802	42,142	43,129	44,116
2	33,468	38,700	39,365	40,370	41,196	42,285	43,625	44,615	45,606
3	34,493	39,871	40,536	41,846	42,679	43,771	45,107	46,094	47,078
4	35,499	41,035	42,014	43,328	44,154	45,254	46,586	47,581	48,571
5	36,505	42,206	43,497	44,818	45,809	47,059	48,361	49,348	50,336
6	37,747	43,636	44,980	46,623	47,599	48,853	50,140	51,131	52,122
7	38,982	45,066	46,676	48,421	49,405	50,655	51,912	52,899	53,890
8	40,254	46,545	48,373	50,230	51,278	52,606	53,687	54,674	55,665
9	41,594	48,076	50,069	52,032	53,162	54,584	55,541	56,536	57,531
10	43,144	49,885	51,878	53,830	55,042	56,536	57,407	58,394	59,377
11	44,976	51,991	53,676	55,628	56,975	58,600	59,524	60,533	61,547
12	46,834	54,145	55,785	57,861	59,126	60,672	61,633	62,676	63,720
13	48,733	56,348	58,003	60,072	61,329	62,842	63,829	64,861	65,889
14	50,632	58,544	60,210	62,324	63,540	65,048	66,032	67,053	68,074
15				64,583	65,792	67,252	68,246	69,245	70,247
Longevity Pay									
						After 18 years of service add 6% of base -	\$2,252		
						After 22 years of service add 4% of base -	\$1,501		
						After 27 years of service add 3% of base -	\$1,126		
18		60,796	62,462	66,835	68,044	69,504	70,498	71,497	72,499
22		62,297	63,963	68,336	69,545	71,005	71,999	72,998	74,000
27		63,423	65,089	69,462	70,671	72,131	73,125	74,124	75,126

Effective with the 2012-2013 Salary Schedule, all employees will be frozen on their 2011-2012 salary step for one year. In 2013-2014 all employees will resume their salary step advancement. Employees eligible for education increases will receive their increase per the salary schedule. Effective at the beginning of the 2012-2013 employment contracts, the Board will no longer pay any of the employee's STRS amount.

**ONTARIO LOCAL SCHOOLS
EXTRACURRICULAR SALARY SCHEDULE**

BASE SALARY	\$37,533	FISCAL YEAR 2013					
		INDEX CODE	0	1	2	3	4
FOOTBALL							
Head Varsity	1	6,005	6,312	6,606	6,906	7,206	8,257
Varsity Asst. (4)	3	3,300	3,466	3,632	3,797	3,959	4,541
Freshman (2)	11	3,046	3,199	3,352	3,505	3,655	4,190
8th Grade (2)	4	2,792	2,931	3,073	3,212	3,351	3,838
7th Grade (2)	4	2,792	2,931	3,073	3,212	3,351	3,838
Mid. Sch. Flaq F/B Coor.	6	1,464	1,537	1,610	1,683	1,756	2,012
BASKETBALL							
Head Varsity	1	6,005	6,312	6,606	6,906	7,206	8,257
Varsity Asst. (2)	3	3,300	3,466	3,632	3,797	3,959	4,541
Freshman	11	3,046	3,199	3,352	3,505	3,655	4,190
8th Grade	4	2,792	2,931	3,073	3,212	3,351	3,838
7th grade	4	2,792	2,931	3,073	3,212	3,351	3,838
INDOOR/OUTDOOR TRACK*							
Head Varsity	10	4,129	4,429	4,729	5,029	5,330	6,193
Varsity Asst. (4)	4	2,792	2,931	3,073	3,212	3,351	3,838
Middle School Head	3	3,300	3,466	3,632	3,797	3,959	4,541
Middle School Asst. (2)	5	1,829	1,922	2,014	2,103	2,195	2,517
CROSS COUNTRY							
Head Varsity	3	3,300	3,466	3,632	3,797	3,959	4,541
Middle School Asst.	5	1,829	1,922	2,014	2,103	2,195	2,517
GOLF - BOYS							
Head Varsity	4	2,792	2,931	3,073	3,212	3,351	3,838
Varsity Asst.	5	1,829	1,922	2,014	2,103	2,195	2,517
GOLF - GIRLS							
Head Varsity	4	2,792	2,931	3,073	3,212	3,351	3,838
WRESTLING							
Head Varsity	10	4,129	4,429	4,729	5,029	5,330	6,193
Varsity Asst.	3	3,300	3,466	3,632	3,797	3,959	4,541
Middle School Head	4	2,792	2,931	3,073	3,212	3,351	3,838
Middle School Asst.	5	1,829	1,922	2,014	2,103	2,195	2,517
SWIMMING							
Head Varsity	10	4,129	4,429	4,729	5,029	5,330	6,193
Varsity Asst.	5	1,829	1,922	2,014	2,103	2,195	2,517
Middle School	6	1,464	1,537	1,610	1,683	1,756	2,012
BASEBALL							
Head Varsity	2	3,466	3,641	3,813	3,986	4,159	4,766
Varsity Asst.	4	2,792	2,931	3,073	3,212	3,351	3,838
Freshman	4	2,792	2,931	3,073	3,212	3,351	3,838

* Coaching of indoor track is optional.

**ONTARIO LOCAL SCHOOLS
EXTRACURRICULAR SALARY SCHEDULE**

BASE SALARY	\$37,533	FISCAL YEAR 2013					
		EXPERIENCE					
	INDEX CODE	0	1	2	3	4	5
TENNIS							
Boys	4	2,792	2,931	3,073	3,212	3,351	3,838
Girls	4	2,792	2,931	3,073	3,212	3,351	3,838
ACTIVITY COORDINATOR							
Middle School	2	3,466	3,641	3,813	3,986	4,159	4,766
High School (Fall) (50% of Index 2)	2	1,733	1,821	1,907	1,993	2,080	2,383
High School (Winter- Basketball/wrestli (33.33% of Index 2)	2	1,155	1,214	1,271	1,329	1,386	1,589
High School (Winter- Swimming) (16.67% of Index 2)	2	578	607	636	664	693	794
MARCHING BAND							
Director	1	6,005	6,312	6,606	6,906	7,206	8,257
Assistant	4	2,792	2,931	3,073	3,212	3,351	3,838
BOYS SOCCER							
Varsity	2	3,466	3,641	3,813	3,986	4,159	4,766
Assistant	4	2,792	2,931	3,073	3,212	3,351	3,838
VOLLEYBALL							
Varsity	2	3,466	3,641	3,813	3,986	4,159	4,766
Varsity Asst.	4	2,792	2,931	3,073	3,212	3,351	3,838
8th Grade	5	1,829	1,922	2,014	2,103	2,195	2,517
7th Grade	5	1,829	1,922	2,014	2,103	2,195	2,517
GIRLS BASKETBALL							
Varsity	1	6,005	6,312	6,606	6,906	7,206	8,257
Assistant (2)	3	3,300	3,466	3,632	3,797	3,959	4,541
9th Grade	11	3,046	3,199	3,352	3,505	3,655	4,190
8th Grade	4	2,792	2,931	3,073	3,212	3,351	3,838
7th Grade	4	2,792	2,931	3,073	3,212	3,351	3,838
GIRLS SOCCER							
Varsity	2	3,466	3,641	3,813	3,986	4,159	4,766
Assistant	4	2,792	2,931	3,073	3,212	3,351	3,838
SOFTBALL							
Varsity	2	3,466	3,641	3,813	3,986	4,159	4,766
Assistant	4	2,792	2,931	3,073	3,212	3,351	3,838
CHOIR							
High School*	4	2,792	2,931	3,073	3,212	3,351	3,838
Middle School*	7	963	1,013	1,059	1,109	1,155	1,326
Elementary*	8	770	809	847	886	924	1,059

* To be eligible the teacher must work with students a minimum of 20 hours outside the normal school day.

**ONTARIO LOCAL SCHOOLS
EXTRACURRICULAR SALARY SCHEDULE**

BASE SALARY	\$37,533	FISCAL YEAR 2013					
		INDEX CODE	0	1	2	3	4
CHEERLEADER ADVISORS							
Varsity	6	1,464	1,537	1,610	1,683	1,756	2,012
Reserve	6	1,464	1,537	1,610	1,683	1,756	2,012
9th Grade	6	1,464	1,537	1,610	1,683	1,756	2,012
Middle School	6	1,464	1,537	1,610	1,683	1,756	2,012
STUDENT COUNCIL							
High School	6	1,464	1,537	1,610	1,683	1,756	2,012
Middle School	7	963	1,013	1,059	1,109	1,155	1,326
YEARBOOK							
High School	4	2,792	2,931	3,073	3,212	3,351	3,838
Middle School	6	1,464	1,537	1,610	1,683	1,756	2,012
THEATER							
Director	6	1,464	1,537	1,610	1,683	1,756	2,012
Assistant	7	963	1,013	1,059	1,109	1,155	1,326
Set Director(H.S.)	9	578	608	635	666	693	796
NEWSPAPER							
High School	7	963	1,013	1,059	1,109	1,155	1,326
Middle School	7	963	1,013	1,059	1,109	1,155	1,326
CLASS ADVISORS							
Senior Class (each 2 persons)	8	770	809	847	886	924	1,059
Junior Class (each 2 persons)	8	770	809	847	886	924	1,059
Sophomore Class (1 person)	9	578	608	635	666	693	796
Freshmen Class (1 person)	9	578	608	635	666	693	796
BAND AUXILIARY DIRECTOR	6	1,464	1,537	1,610	1,683	1,756	2,012
SUMMER/FALL STRENGTH COACH	3	3,300	3,466	3,632	3,797	3,959	4,541
WINTER/SPRING STRENGTH COACH	3	3,300	3,466	3,632	3,797	3,959	4,541
AFS ADVISOR	6	1,464	1,537	1,610	1,683	1,756	2,012
Competitive Academic Enrichment (3)*	7	963	1,013	1,059	1,109	1,155	1,326
ACADEMIC CHALLENGE	8	770	809	847	886	924	1,059
KEY CLUB ADVISOR	9	578	608	635	666	693	796

* Academic Enrichment would include: Power of the Pen, Toshiba ExploraVision, and Destination Imagination

**ONTARIO LOCAL SCHOOLS
EXTRACURRICULAR SALARY SCHEDULE**

BASE SALARY	\$37,533	FISCAL YEAR 2013					
	INDEX CODE	EXPERIENCE					
		0	1	2	3	4	5
ATHLETIC TRAINER (2 x index code 2) (May be fully or partially contracted out to an outside service provider based upon mutual agreement of the Board and Association)	2	6,932	7,282	7,626	7,972	8,318	9,532
FOREIGN LANGUAGE	9	578	608	635	666	693	796
WEBMASTERS							
District	4	2,792	2,931	3,073	3,212	3,351	3,838
High School	6	1,464	1,537	1,610	1,683	1,756	2,012
Middle School	6	1,464	1,537	1,610	1,683	1,756	2,012
Intermediate	8	770	809	847	886	924	1,059
Primary	8	770	809	847	886	924	1,059
NATIONAL HONOR SOCIETY	9	578	608	635	666	693	796
LPDC Member	9	578	608	635	666	693	796
LPDC Chairperson	7	963	1,013	1,059	1,109	1,155	1,326
Master Teacher Chairperson (LPDC member - not paid in addition to LPDC member stipend) (Only paid if there are Master Teacher applicants)	7	963	1,013	1,059	1,109	1,155	1,326
FRIDAY SCHOOL		\$75.00 per session.					
THURSDAY SCHOOL		\$50.00 per session.					
ATHLETIC CAMP STIPENDS							
Head Coach (maximum)		1,000					
Assistant Coaches (maximum)		500					

Effective with the 2012-2013 Salary Schedule, all employees will be frozen on their 2011-2012 salary step for one year. In 2013-2014 all employees will resume their salary step advancement.

**ONTARIO LOCAL SCHOOL DISTRICT
SALARY SCHEDULE FOR TEACHERS
EFFECTIVE BEGINNING OF THE 2013-2014 CONTRACT**

BASE SALARY -		\$37,533							
	NO DEGREE	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30
0	32,474	37,533	38,205	39,203	39,860	40,802	42,142	43,129	44,116
1	32,474	37,533	38,205	39,203	39,860	40,802	42,142	43,129	44,116
2	33,468	38,700	39,365	40,370	41,196	42,285	43,625	44,615	45,606
3	34,493	39,871	40,536	41,846	42,679	43,771	45,107	46,094	47,078
4	35,499	41,035	42,014	43,328	44,154	45,254	46,586	47,581	48,571
5	36,505	42,206	43,497	44,818	45,809	47,059	48,361	49,348	50,336
6	37,747	43,636	44,980	46,623	47,599	48,853	50,140	51,131	52,122
7	38,982	45,066	46,676	48,421	49,405	50,655	51,912	52,899	53,890
8	40,254	46,545	48,373	50,230	51,278	52,606	53,687	54,674	55,665
9	41,594	48,076	50,069	52,032	53,162	54,584	55,541	56,536	57,531
10	43,144	49,885	51,878	53,830	55,042	56,536	57,407	58,394	59,377
11	44,976	51,991	53,676	55,628	56,975	58,600	59,524	60,533	61,547
12	46,834	54,145	55,785	57,861	59,126	60,672	61,633	62,676	63,720
13	48,733	56,348	58,003	60,072	61,329	62,842	63,829	64,861	65,889
14	50,632	58,544	60,210	62,324	63,540	65,048	66,032	67,053	68,074
15				64,583	65,792	67,252	68,246	69,245	70,247
Longevity Pay									
						After 18 years of service add 6% of base -	\$2,252		
						After 22 years of service add 4% of base -	\$1,501		
						After 27 years of service add 3% of base -	\$1,126		
18		60,796	62,462	66,835	68,044	69,504	70,498	71,497	72,499
22		62,297	63,963	68,336	69,545	71,005	71,999	72,998	74,000
27		63,423	65,089	69,462	70,671	72,131	73,125	74,124	75,126

Effective with the 2012-2013 Salary Schedule, all employees were frozen on their 2011-2012 salary step for one year. In 2013-2014 all employees will resume their salary step advancement. Employees eligible for education increases will receive their increase per the salary schedule. Effective at the beginning of the 2012-2013 employment contracts, the Board no longer pays any of the employee's STRS amount.

ONTARIO LOCAL SCHOOLS EXTRACURRICULAR SALARY SCHEDULE							
BASE SALARY	\$37,533	FISCAL YEAR			2014		
	INDEX CODE	EXPERIENCE					
		0	1	2	3	4	5
FOOTBALL							
Head Varsity	1	6,005	6,312	6,606	6,906	7,206	8,257
Varsity Asst. (4)	3	3,300	3,466	3,632	3,797	3,959	4,541
Freshman (2)	11	3,046	3,199	3,352	3,505	3,655	4,190
8th Grade (2)	4	2,792	2,931	3,073	3,212	3,351	3,838
7th Grade (2)	4	2,792	2,931	3,073	3,212	3,351	3,838
Mid.Sch.Flag F/B Coord.	6	1,464	1,537	1,610	1,683	1,756	2,012
BASKETBALL							
Head Varsity	1	6,005	6,312	6,606	6,906	7,206	8,257
Varsity Asst. (2)	3	3,300	3,466	3,632	3,797	3,959	4,541
Freshman	11	3,046	3,199	3,352	3,505	3,655	4,190
8th Grade	4	2,792	2,931	3,073	3,212	3,351	3,838
7th grade	4	2,792	2,931	3,073	3,212	3,351	3,838
INDOOR/OUTDOOR TRACK*							
Head Varsity	10	4,129	4,429	4,729	5,029	5,330	6,193
Varsity Asst. (4)	4	2,792	2,931	3,073	3,212	3,351	3,838
Middle School Head	3	3,300	3,466	3,632	3,797	3,959	4,541
Middle School Asst.(2)	5	1,829	1,922	2,014	2,103	2,195	2,517
CROSS COUNTRY							
Head Varsity	3	3,300	3,466	3,632	3,797	3,959	4,541
Middle School Asst.	5	1,829	1,922	2,014	2,103	2,195	2,517
GOLF - BOYS							
Head Varsity	4	2,792	2,931	3,073	3,212	3,351	3,838
Varsity Asst.	5	1,829	1,922	2,014	2,103	2,195	2,517
GOLF - GIRLS							
Head Varsity	4	2,792	2,931	3,073	3,212	3,351	3,838
WRESTLING							
Head Varsity	10	4,129	4,429	4,729	5,029	5,330	6,193
Varsity Asst.	3	3,300	3,466	3,632	3,797	3,959	4,541
Middle School Head	4	2,792	2,931	3,073	3,212	3,351	3,838
Middle School Asst.	5	1,829	1,922	2,014	2,103	2,195	2,517
SWIMMING							
Head Varsity	10	4,129	4,429	4,729	5,029	5,330	6,193
Varsity Asst.	5	1,829	1,922	2,014	2,103	2,195	2,517
Middle School	6	1,464	1,537	1,610	1,683	1,756	2,012
BASEBALL							
Head Varsity	2	3,466	3,641	3,813	3,986	4,159	4,766
Varsity Asst.	4	2,792	2,931	3,073	3,212	3,351	3,838
Freshman	4	2,792	2,931	3,073	3,212	3,351	3,838

* Coaching of indoor track is optional.

ONTARIO LOCAL SCHOOLS								
EXTRACURRICULAR SALARY SCHEDULE								
BASE SALARY	\$37,533	FISCAL YEAR			2014			
	INDEX CODE	EXPERIENCE						
		0	1	2	3	4	5	
TENNIS								
Boys	4	2,792	2,931	3,073	3,212	3,351	3,838	
Girls	4	2,792	2,931	3,073	3,212	3,351	3,838	
ACTIVITY COORDINATOR								
Middle School	2	3,466	3,641	3,813	3,986	4,159	4,766	
High School (Fall) (50% of Index 2)	2	1,733	1,821	1,907	1,993	2,080	2,383	
High School (Winter- Basketball/Wrestling) (33.33% of Index 2)	2	1,155	1,214	1,271	1,329	1,386	1,589	
High School (Winter- Swimming) (16.67% of Index 2)	2	578	607	636	664	693	794	
MARCHING BAND								
Director	1	6,005	6,312	6,606	6,906	7,206	8,257	
Assistant	4	2,792	2,931	3,073	3,212	3,351	3,838	
BOYS SOCCER								
Varsity	2	3,466	3,641	3,813	3,986	4,159	4,766	
Assistant	4	2,792	2,931	3,073	3,212	3,351	3,838	
VOLLEYBALL								
Varsity	2	3,466	3,641	3,813	3,986	4,159	4,766	
Varsity Asst.	4	2,792	2,931	3,073	3,212	3,351	3,838	
8th Grade	5	1,829	1,922	2,014	2,103	2,195	2,517	
7th Grade	5	1,829	1,922	2,014	2,103	2,195	2,517	
GIRLS BASKETBALL								
Varsity	1	6,005	6,312	6,606	6,906	7,206	8,257	
Assistant (2)	3	3,300	3,466	3,632	3,797	3,959	4,541	
9th Grade	11	3,046	3,199	3,352	3,505	3,655	4,190	
8th Grade	4	2,792	2,931	3,073	3,212	3,351	3,838	
7th Grade	4	2,792	2,931	3,073	3,212	3,351	3,838	
GIRLS SOCCER								
Varsity	2	3,466	3,641	3,813	3,986	4,159	4,766	
Assistant	4	2,792	2,931	3,073	3,212	3,351	3,838	
SOFTBALL								
Varsity	2	3,466	3,641	3,813	3,986	4,159	4,766	
Assistant	4	2,792	2,931	3,073	3,212	3,351	3,838	
CHOIR								
High School*	4	2,792	2,931	3,073	3,212	3,351	3,838	
Middle School*	7	963	1,013	1,059	1,109	1,155	1,326	
Elementary*	8	770	809	847	886	924	1,059	

* To be eligible the teacher must work with students a minimum of 20 hours outside the normal school day.

ONTARIO LOCAL SCHOOLS							
EXTRACURRICULAR SALARY SCHEDULE							
BASE SALARY	\$37,533	FISCAL YEAR			2014		
	INDEX CODE	EXPERIENCE					
		0	1	2	3	4	5
CHEERLEADER ADVISORS							
Varsity	6	1,464	1,537	1,610	1,683	1,756	2,012
Reserve	6	1,464	1,537	1,610	1,683	1,756	2,012
9th Grade	6	1,464	1,537	1,610	1,683	1,756	2,012
Middle School	6	1,464	1,537	1,610	1,683	1,756	2,012
STUDENT COUNCIL							
High School	6	1,464	1,537	1,610	1,683	1,756	2,012
Middle School	7	963	1,013	1,059	1,109	1,155	1,326
YEARBOOK							
High School	4	2,792	2,931	3,073	3,212	3,351	3,838
Middle School	6	1,464	1,537	1,610	1,683	1,756	2,012
THEATER							
Director	6	1,464	1,537	1,610	1,683	1,756	2,012
Assistant	7	963	1,013	1,059	1,109	1,155	1,326
Set Director(H.S.)	9	578	608	635	666	693	796
NEWSPAPER							
High School	7	963	1,013	1,059	1,109	1,155	1,326
Middle School	7	963	1,013	1,059	1,109	1,155	1,326
CLASS ADVISORS							
Senior Class (each 2 persons)	8	770	809	847	886	924	1,059
Junior Class (each 2 persons)	8	770	809	847	886	924	1,059
Sophomore Class (1 person)	9	578	608	635	666	693	796
Freshmen Class (1 person)	9	578	608	635	666	693	796
BAND AUXILIARY DIRECTOR	6	1,464	1,537	1,610	1,683	1,756	2,012
SUMMER\FALL STRENGTH COACH	3	3,300	3,466	3,632	3,797	3,959	4,541
WINTER\SPRING STRENGTH COACH	3	3,300	3,466	3,632	3,797	3,959	4,541
AFS ADVISOR	6	1,464	1,537	1,610	1,683	1,756	2,012
Competitive Academic Enrichment (3)*	7	963	1,013	1,059	1,109	1,155	1,326
ACADEMIC CHALLENGE	8	770	809	847	886	924	1,059
KEY CLUB ADVISOR	9	578	608	635	666	693	796

* Academic Enrichment would include: Power of the Pen, Toshiba ExploraVision, and Destination ImagiNation

ONTARIO LOCAL SCHOOLS EXTRACURRICULAR SALARY SCHEDULE							
BASE SALARY	\$37,533	FISCAL YEAR			2014		
	INDEX CODE	0	1	2	3	4	5
ATHLETIC TRAINER (2 x index code 2) (May be fully or partially contracted out to an outside service provider based upon mutual agreement of the Board and Association)	2	6,932	7,282	7,626	7,972	8,318	9,532
FOREIGN LANGUAGE	9	578	608	635	666	693	796
WEBMASTERS							
District	4	2,792	2,931	3,073	3,212	3,351	3,838
High School	6	1,464	1,537	1,610	1,683	1,756	2,012
Middle School	6	1,464	1,537	1,610	1,683	1,756	2,012
Intermediate	8	770	809	847	886	924	1,059
Primary	8	770	809	847	886	924	1,059
NATIONAL HONOR SOCIETY	9	578	608	635	666	693	796
LPDC Member	9	578	608	635	666	693	796
LPDC Chairperson	7	963	1,013	1,059	1,109	1,155	1,326
Master Teacher Chairperson (LPDC member - not paid in addition to LPDC member stipend) (Only paid if there are Master Teacher applicants)	7	963	1,013	1,059	1,109	1,155	1,326
FRIDAY SCHOOL	\$75.00 per session.						
THURSDAY SCHOOL	\$50.00 per session.						
ATHLETIC CAMP STIPENDS							
Head Coach (maximum)		1,000					
Assistant Coaches (maximum)		500					
Effective with the 2012-2013 Salary Schedule, all employees were frozen on their 2011-2012 salary step for one year. In 2013-2014 all employees will resume their salary step advancement.							

