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MASTER AGREEMENT

between the

TALAWANDA BOARD OF EDUCATION

and the

TALAWANDA EDUCATORS' ASSOCIATION

Effective Date: August 1, 2012
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ARTICLE I - RECOGNITION

1. 1 Recognition of the Association

The Talawanda Educators' Association, hereinafter referred to as the Association, an affiliate of the Ohio Education Association and the National Education Association, is recognized as the sole and exclusive agent of the bargaining unit for the purpose of collective bargaining with the Board in accordance with the provisions herein stated.

The bargaining unit shall be comprised of all regularly employed, nonsupervisory certificated employees such as: regular classroom teachers, special education teachers, vocational teachers (not employed by the Butler County JVS), counselors, media specialists, librarians, nurses, individual/small group instructors, psychologists, speech and hearing pathologists, instructional leaders, and any or all such positions, renamed or redefined in the future. Substitute teachers, summer school teachers, adult education teachers and homebound tutors, as well as all positions for which supervisory certification is required are excluded from the bargaining unit. These positions include: Superintendent, assistant superintendents, principals, assistant principals, Treasurer, assistant treasurers, directors, and supervisors.

1. 2 Recognition of the Board

The Talawanda Board of Education, hereinafter referred to as the Board, is the policy-making body of the Talawanda City School District, elected by the people and directed by Ohio State law in providing educational opportunity to the children of the district.

ARTICLE II – DEFINITIONS

2. 1 Days

Unless specified elsewhere in this Agreement, days shall mean calendar days.

2. 2 Seniority

The length of continuous employment in a bargaining unit position as verified by Board minutes.

2.2.1 Seniority shall begin to accrue from the first day of work in the bargaining unit position.

2.2.2 Seniority shall accrue for all time an employee is on active pay status or is receiving worker's compensation benefits, is in military service, or is on professional growth leave.

2.2.3 Time spent on inactive pay status (unpaid leave or layoff) shall not contribute to the accrual of seniority but shall not constitute a break in seniority.

2.2.4 Full-time employees shall accrue one (1) year of seniority for each year that contains a minimum of one hundred twenty (120 days) worked.

2.2.5 Part-time employees who work less than five-seventh's (5/7's) of the normal workday shall accrue seniority at one-half (1/2) year per year worked.

2.2.6 No employee shall accrue more than one (1) year of seniority in any work year.

2.2.7 When two (2) or more teachers have the same seniority, past service in the District -- including adult education, summer school, or tutoring -- shall be used to break the tie. If a tie still remains, the following shall be used -- in the order shown -- to determine seniority ranking:

- A. Employment date as verified in Board minutes.
- B. Previous continuing contract status.
- C. Total years of experience in chartered schools.
- D. Date of receipt of letter of application or application form.

2. 3 Substitute

Substitutes shall mean those employees who are hired on a casual day-to-day basis or are hired in one (1) position for less than one hundred twenty (120) workdays.

2. 4 Teacher

For the purpose of this Agreement, member(s) of the bargaining unit shall be referred to as "teacher(s)."

2. 5 **Workdays**

A workday is any day the teacher is contracted to work.

ARTICLE III - BARGAINING PROCEDURES

It is the purpose of this procedure to establish an orderly manner to consider and resolve issues to be negotiated between the Talawanda Board of Education and the Talawanda Educators' Association.

3. 1 Bargaining Issues

Giving full recognition to the responsibilities of the Board as stated in Article I, the parties recognize that certain matters are not subject to negotiations. However, for the purpose of this document, issues of bargaining shall be recognized as being salaries, hours, fringe benefits, and other matters relating to terms and conditions of employment and the continuation, modification or deletion of the Collective Bargaining Agreement.

Terms such as "meet," "inform," "conference," "opportunity to meet," "discuss," "consult," "input," "consideration," "may request," and similar terms used in this Agreement which convey some opportunity to the Association and/or unit members to do such things as herein listed shall not be construed as collective bargaining (negotiations) which require agreement and/or consent from the Association and/or unit member, but shall be only consultative in nature.

Notwithstanding the paragraph above, it will be understood that it in no way limits the Association's right and the Board's obligation to bargain changes in terms and conditions of employment pursuant to Ohio Revised Code §4117.

Unless the District agrees otherwise, nothing impairs its rights and responsibilities to determine matters of inherent management policy; direct, supervise, evaluate or hire employees; maintain efficient operations; determine the overall method by which the operations are conducted, suspend, discipline, demote or discharge for just cause; or lay-off, transfer, assign employees; effectively manage the work force and all other rights as spelled out in Ohio Revised Code, §4117.08.

3. 2 Bargaining Initiation

The bargaining procedure for a successor agreement shall be initiated on or before May 2 in the year of the expiration of this Agreement. Upon receipt of the letter to initiate the bargaining procedure from the President of the Association or from the Superintendent, the receiving party shall respond within five (5) workdays. The parties shall meet at a mutually agreeable time and place not later than fifteen (15) calendar days following receipt of the letter to initiate bargaining. The initial session, and all future sessions, shall not adjourn until a time, place and date have been established for the next bargaining session, until all matters submitted for bargaining have been agreed to or otherwise resolved.

The requesting party shall serve a copy of the request to open bargaining upon the State Employment Relations Board (SERB).

3. 3 Bargaining Teams

The bargaining procedure shall be conducted between representatives of the Board and the Association. The representatives shall be known as the bargaining teams. Each team may consist of no more than six (6) members. Each party represented in the bargaining procedure shall determine who will be its bargaining team representative but shall not select members of

the other party involved in the bargaining procedure. Bargaining team members shall be authorized to bargain in good faith.

3. 4 **Bargaining in Executive Session**

All bargaining sessions shall be in executive session. Only members of the bargaining teams, consultants, and others as mutually agreed to between the bargaining teams shall be in the room in which the bargaining session is being held.

3. 5 **Bargaining in Good Faith**

This is the obligation of the parties to meet at reasonable times for the purpose of effecting a free exchange of facts, opinions, proposals, and counterproposals in a sincere effort to reach mutual understanding and agreement on all appropriate matters submitted for negotiations.

3. 6 **Agreement**

When agreement has been obtained on all issues submitted to the bargaining process, or issues have otherwise been resolved, each issue shall be reduced to writing and be signed by members of the bargaining team and presented to the Association and to the Board within five (5) workdays of the final bargaining session for their ratification. Following ratification it shall be signed by the President of the Association and the President of the Board.

3. 7 **Disagreement**

The parties pledge themselves to bargain in good faith, however, in the event of failure to reach agreement, to utilize such dispute resolution procedures as are provided for in Ohio Revised Code §4117.14.

3. 8 **Contrary to Law**

3.8.1 If any provision of this Agreement shall be found to be contrary to law by a court of competent jurisdiction, then that provision shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect for the term of the Agreement.

3.8.2 Any Section of this Agreement found to be invalid, pursuant to Section 3.8.1 above shall be renegotiated. Negotiations on such Section only shall commence within fifteen (15) days of the determination that the provision is invalid. Negotiations shall be in conformance to the procedures set forth above.

ARTICLE IV - GRIEVANCE PROCEDURE

4. 1 Definitions

- 4.1.1 A "grievance" shall mean a complaint, in writing, that there has been an alleged violation, misinterpretation, or misapplication of any provision or provisions of this Agreement. Such grievance shall be submitted through the prescribed form which shall be available from the school secretary and the Association representative.
- 4.1.2 The "grievant" shall mean the teacher, teachers, or the Association filing the grievance.
- 4.1.3 The term "days", when used in this Article, shall mean contract workdays unless otherwise indicated. Thus, weekends and vacation/recess days during the school year are excluded, as are days when school is closed due to bad weather or calamity. During June, July and August, "days" shall mean Monday-Friday. Also excluded are federally observed holidays, leave days, vacation days, or non-contract days of the Superintendent or any administrator who is a party to the grievance.

4. 2 Procedures

Good morale is maintained by sincere efforts of all persons concerned to work toward constructive solutions to problems in an atmosphere of courtesy and cooperation. The purpose of this procedure is to secure equitable solutions to problems at the lowest possible administrative level. The grievance proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure. The grievant is encouraged to discuss the problem with the appropriate administrator prior to lodging a formal grievance, and the parties will work together in an attempt at finding a mutually acceptable solution.

Level One: A grievance lodged with the principal or the appropriate administrator must be filed within thirty (30) days after the grievant could reasonably be assumed to have known of the event or action giving rise to the alleged grievance. A grievance conference shall occur within seven (7) days after the grievance is filed. The grievant may be accompanied by the Association representative or any other person of the grievant's choosing. Within seven (7) days following the conference the administrator shall render a written decision. (Appendix A)

Level Two: In the event a grievance has not been satisfactorily resolved at Level One, the grievant as defined in Section 4.1.2 may file, within seven (7) days of the principal's or the appropriate administrator's written decision at Level One, a copy of the grievance with the Superintendent. Within seven (7) days after such written grievance is filed, the grievant, the Association, and the Superintendent or his/her designee shall meet to attempt to resolve the grievance. The Superintendent or his/her designee shall file his/her decision within seven (7) days of the Level Two conference and communicate it to the grievant and to the Association.

Level Three: If the grievance has not been satisfactorily resolved at Level Two, the Association may, within seven (7) days of the Level Two decision, demand arbitration under the voluntary arbitration rules of the American Arbitration Association.

The cost of the services of the arbitrator including per diem expenses, if any, and the actual and necessary travel and subsistence expenses shall be borne equally by the Board and the Association.

Should the Association cancel a scheduled arbitration where there is no mutual settlement of the grievance in question, the Association shall pay the American Arbitration Association filing fee.

When issued in accordance with these procedures, the opinion and award of the arbitrator shall be final and binding upon all parties. The arbitrator shall not have the power to add to, subtract from, or modify this Agreement in light of applicable law as the same is related to the specific grievance appealed to arbitration.

4. 3 **General Provisions**

4.3.1 Every teacher covered by the Agreement shall have the right to present grievances in accordance with these procedures. Each teacher shall also be required to discuss the prospective grievance with the Association President prior to filing.

4.3.2 Any teacher who so requests may be represented by the Association in the grievance procedure. The teacher shall be present at any grievance hearing. When the presence of the teacher at a grievance hearing is requested by either party, illness or other physical incapacity of the teacher shall be grounds for any necessary extension of the grievance procedure time limits. The failure of the grievant to act on any grievance within the prescribed time limits will act as a bar to any further appeal and any administrator's failure to give a decision with the time limits shall cause the grievance to be decided in the grievant's behalf without further appeal. The time limits, however, may be extended by mutual agreement.

4.3.3 A teacher who participates in these grievance procedures shall not be subjected to discipline or reprisal because of such participation. A copy of the grievance shall not be filed in the teacher's personnel folder.

4.3.4 Hearings and conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present to attend. Hearings and conferences will be held, insofar as possible, after regular school hours or during the non-teaching time of personnel involved. When such hearings and conferences are held at the option of the administration during school hours, all employees whose presence is required shall be excused, with pay, for that purpose. Arbitration hearings shall be held as scheduled by the arbitrator.

4.3.5 If the arbitration hearing must be scheduled during the school day, the administration shall release the grievant and any necessary witnesses and Association President under special administrative leave. Such necessary personnel shall be determined mutually by the Superintendent and Association President.

4.3.6 All notices of hearings and dispositions of grievances shall be either mailed or hand delivered with the date of mailing or postmark and date of receipt recorded thereon. Written grievances shall be deemed to have been received one (1) day after postmarked; if hand delivered, the date received and initials of the recipient shall be recorded thereon. It is important that a grievance be processed as rapidly as possible. The number of days indicated at each level shall be considered as a maximum, and every effort shall be made to expedite the process. The time limit specified may be extended by mutual agreement.

ARTICLE V - ASSOCIATION RIGHTS AND RESPONSIBILITIES

Recognition of the Association as the employee representative shall entitle the Association with certain exclusive rights. Only the Association and its affiliated or parent organizations shall have the following organizational rights:

5. 1 **Access to Board Policies**

Board policies shall be available on the District website.

5. 2 **Access to Board Reports**

Board financial reports will be provided to the Association at no cost.

Any other material requested by the Association shall be provided at a cost of five cents (5¢) per page, plus the Board's actual cost for secretarial time in retrieving and copying said material, not to exceed ten dollars (\$10) per request.

5. 3 **Access to Members and/or Building Administrators**

The President of the Association and/or a designee and/or the UniServ Consultant of the Association shall have the right to visit schools before school, after school, during lunch, or during the teacher's planning period. Either prior to or immediately upon the President's or UniServ Consultant's arrival at any school the President and/or the UniServ Consultant shall advise the principal or, in his/her absence, the acting building administrator, of his/her desire to visit the school and secure the permission of such administrator to make the visit. Such permission will not be denied but may be delayed only if the visit at the time desired will interfere with the normal teaching duties of the professional staff member to be contacted. Before school, after school, lunch and planning periods will be proper times to visit with a staff member. Upon arrival at the building the President of the Association shall notify the building principal of his/her presence.

Visits that are made to discuss with the principal special problems of professional staff members must be arranged in advance with the principal or, in the principal's absence, with the acting building administrator.

5. 4 **Access to New Teacher Information**

Names and addresses of newly employed professional staff members shall be provided to the Association following Board approval of their contracts unless the professional staff member specifically requests otherwise in writing.

5. 5 **Access to School Directory, if Produced**

If one is prepared, the administration will make available to all professional staff members a directory listing the names, addresses, phone numbers, and job assignments on record of all employees of the Board.

5. 6 **Building Representative Scheduled Meetings with Members**

The Association building representative may call meetings of Association members assigned to the building. Prior to scheduling or calling any such meeting, the Association building representative shall advise the building principal of the meeting. No Association meeting may be scheduled during class time, in conflict with other previously scheduled meetings, or at any time when the meeting will disrupt the work activity of any professional staff member to be in attendance at the meeting without prior approval of the building principal. Such approval shall not be unreasonably denied.

5. 7 **Consultation on Policy Revisions**

During revision of the Policy Book, the Association shall be consulted throughout the revision in those areas of the Policy Book that directly affect the certificated staff.

5. 8 **Exclusive Representation Rights**

No person or persons represented by the Association shall bargain individually or collectively with the Board concerning any terms or provisions of this Agreement except through designated representatives of the Association.

5. 9 **Involvement in New Teacher Meeting**

The Association shall have the right to participate in the initial planning and orientation meeting for new professional staff members.

5.10 **Obligation to Encourage Teaching Excellence**

The Association agrees to use its influence to encourage all employees to perform loyal and efficient work and services, to improve their efficiency to utilize their time and all equipment furnished by the District to the best of their advantage, and to cooperate with the Board and the employees of all departments in promoting the welfare of the District and improving its services.

5.11 **Opportunity to Meet on Millage Increases**

Whenever the Board has reached a tentative conclusion to request additional millage from the community, it will give notice to the Association of the fact within a reasonable time prior to the reaching of a final decision with respect thereto and will give the Association an opportunity to meet with either the Financial Committee of the Board or such other representative as the Board may select to discuss the Board's contemplated request for any millage increase and its expected allocation.

5.12 **Prohibition on Reprisals Against Members**

There will be no reprisals of any kind taken against any teacher by reason of his/her membership in the Association or participation in any of its activities.

5.13 **Shared Cost of Agreement Production**

The Association and the Board shall share the cost of providing a copy of this Agreement to all professional staff members.

5.14 **Use of Interschool Mail System**

The building representatives of the Association in each individual school shall have the right to use the interschool mail system.

The Association shall have the right to insert organizational materials in the teachers' mailboxes. A copy of said materials will be given to the principal at the time of distribution to the Association members.

The Association shall have the privilege of placing organizational identification on its members' school mailboxes.

5.15 **Use of School Communication Equipment**

The school communication system will be available for use by the Association representative to make announcements prior to the start or at the end of the school day.

5.16 **Use of School Equipment**

The Association building representative will have the permission to use individual school equipment including typewriters, computers, printers, other duplicating equipment, calculating machines, and all types of audiovisual equipment where such equipment is not otherwise in use. Association use of school equipment will be permitted provided that:

5.16.1 a request is made and use is arranged for in advance;

5.16.2 the purpose is for internal business use of the Association and is not for public distribution;

5.16.3 the use is strictly to service the legitimate business of the Association as it relates to the membership in the building such as the duplication of records, notices, correspondence, etc;

5.16.4 supplies in connection with such equipment use are furnished or paid for by the Association including paper, dittoes, etc.; and

5.16.5 all equipment is checked as to condition by the principal or his/her designated representative and the Association representative prior to its use so that in the event of damage or breakage the Association will be responsible to repair or replace at prorated machine value.

5.17 **Use of Teacher Lounge Bulletin Boards**

The Association shall have the privilege of displaying organizational materials on bulletin boards in each teachers' lounge.

5.18 **Use of Time in Connection with Faculty Meetings**

The Association representative will be given time, subject to advance approval of the principal, to make announcements at faculty meetings.

ARTICLE VI – LABOR MANAGEMENT COMMITTEES

6. 1 Superintendent/Association Council

A committee shall be established that will consist of the Superintendent or his/her designee, the Association President and one (1) Association representative from each building appointed by the Association President. They shall meet at least once a month at a mutually convenient time to discuss matters of mutual concern. The purpose of this continuing advisory committee shall be to make recommendations concerning school programs, in-service, education problems, and building needs. The school calendar and pay dates for each school year will be legitimate items for discussion by the advisory committee. Concerns presented at SAC shall be tracked, followed-up on and evaluated by the members of the SAC.

6. 2 Building Level Council

6.2.1 A school faculty council shall be established, under the leadership of the principal, to facilitate communications and to resolve building problems.

6.2.2 The size of the council shall have not less than two (2) staff representatives, one of whom shall be the Association representative and shall be based on one (1) representative per ten (10) staff members in the building as elected by the staff. Staff includes all individuals covered by the Master Agreement (i.e. teachers, nurses, psychologists.)

6.2.3 The council will meet monthly and an agenda will be prepared between the principal and designated TEA representative and distributed to all staff forty-eight (48) hours prior to the meeting. The Concern Form and the minutes of the meeting will be prepared and distributed to the faculty, the Association President and the Superintendent within two (2) days of the meeting. The Concern Form can be found at Appendix N.

6.2.4 The council is in no way to be confused with faculty meetings, departmental or grade level meetings, and administration/chair committee meetings as called by the principal when needed.

6. 3 District Technology Committee

6.3.1 A District Technology Committee (DTC) shall be established, under the leadership of the Superintendent and the Association President to facilitate development and utilization of technology.

6.3.2 The DTC shall consist of the Technology Director, one (1) professional staff member from each building, whom shall be appointed by the Association President and shall include at least one (1) individual from special education, and one (1) additional administrator appointed by the Superintendent.

6.3.3 A secretary for the DTC shall be appointed by the Association President. Minutes shall be distributed to all members of the Association within five (5) days of the meeting's adjournment.

- 6.3.4 Meetings of the DTC shall be held within the student day with DTC members receiving release time. The student day for the purpose of this section shall be defined as time when students are present in all buildings from where the DTC members come.
- 6.3.5 Agendas for the DTC shall be jointly developed and distributed prior to each meeting. Any member of the DTC shall be able to add items to the agenda.
- 6.3.6 Prior to the adjournment of the DTC meeting, the date, time and location for the next meeting shall be established.

ARTICLE VII – DISTRICT-EMPLOYEE GUIDELINES

7. 1 Assignments, Vacancies, and Transfers

7.1.1 Assignments

The Board and Association recognize that it is desirable in making assignments to consider the interests and aspirations of its teachers. They further recognize that an effective educational system requires a fair distribution of experienced teachers throughout the system. Assignments will be made on the basis of teacher qualifications, performance, evaluation, and how these criteria can best meet the educational needs within the District.

7.1.2 Vacancies

- A. The Superintendent will post all vacancies which are anticipated to be filled, including supplementals, summer school and adult education openings, in each office in the buildings of the District as the openings occur, within seven (7) days after the resignation has been officially accepted by the Board or after official approval of the leave of absence or after the creation of a new position or other vacancy occurs. The Association shall be informed of any position which is not to be filled and the reasons for its discontinuation.
- B. The posting shall contain certification requirements and date by which application shall be made. Said date shall not be less than one (1) week after the posting date.
- C. If a teacher wishes to be considered for a vacancy, the teacher shall submit, in writing to the Superintendent, a letter indicating the position desired.

7.1.3 Transfers

A. Voluntary Transfers

- 1. Teachers who desire a change in grade and/or subject matter assignment or who desire to transfer to another building must file a written statement of such desire with the Superintendent. Such statement shall include the school, subject and/or level to which he/she desires to be transferred.
- 2. The Superintendent will review transfer requests after considering the following:
 - (a) the teacher's seniority in the District;
 - (b) the applicant's educational preparation, qualifications and evaluations as they relate to the new position;
 - (c) a balance of experience, training, sex and race among the buildings; and
 - (d) the educational and staffing needs of the District.

3. If the teacher's request for a transfer cannot be granted, the Superintendent shall so inform the teacher.

B. Involuntary Transfers

1. An involuntary transfer is any change of assignment or site which was not initiated by the teacher. Involuntary transfers are within the sole prerogative of the Superintendent and are made in the best interests of the school district. Involuntary transfers shall also be based on specific needs of the school district.
2. If a transfer is initiated solely because of a reduction in force in the teacher's school or program area, the Superintendent will transfer the teacher with the least seniority as determined in accordance with Section 2.2 of this Agreement.
3. Teachers to be transferred shall be informed in writing of the proposed transfer including specific reasons for said transfer, and will be given at least twenty (20) days notice except in emergency situations.
4. The Superintendent will meet with the teacher to discuss the reasons which necessitated the transfer.
5. If openings are available for which he/she is certificated, the teacher to be transferred will indicate his/her first, second, and third choices of available openings. When possible, first choices will be honored.

C. Miscellaneous Transfer Concerns

1. If a school(s) is to be opened, closed or restructured, staffing by voluntary transfers shall be utilized consistent with the provisions of Section 7.1.3 A. To meet additional staffing needs, the Superintendent will meet with the Association President to discuss staffing needs.
2. No teacher shall be required to transfer to an assignment for which he/she is not certificated. No teacher shall be required to obtain any additional certification for any position, except as may be required by the State Department of Education.
3. Any teacher who is to be transferred or asks for a transfer may schedule a conference with the Superintendent concerning the transfer and may have representation of his/her choice.

7. 2 Continuing Contract / Extended Limited Contract / Evaluation Process

Continuing Contract:

Qualifications for continuing contracts are determined by Ohio Revised Code Sections 3319.08 and 3319.11. However, any teacher eligible for continuing contract at the expiration of his or her limited contract must provide written notice to the building principal on or before October 1 that upon the expiration of his/her current limited contract, the teacher will be eligible and meet

all qualifications for a continuing contract. Failure to notify the principal in writing prior to October 1, in the year of the expiration of the teacher's limited contract shall result in the teacher receiving a one-year limited teacher contract. This contract shall not be considered an extended limited contract pursuant to the requirements of Ohio Revised Code 3319.11. Upon completion of the one-year limited contract, the Board shall consider the staff member for continuing contract status. Failure to provide this notification may constitute a waiver of any claims, statutory rights, or a continuing contract by operation of law. This provision supersedes and replaces where applicable those requirements of Ohio Revised Code Sections 3319.08 and 3319.11.

Extended Limited Contract:

Teachers who have met all qualifications and contractual notification requirements for a continuing contract, but have not corrected the deficiencies documented during the evaluation process shall be notified of these continued deficiencies in writing by the Superintendent as confirmed by the Board on, or before, April 15th. The teacher may be placed on an extended limited contract not to exceed two (2) years. If the teacher is reemployed at the end of the extended limited contract, he/she shall be given a continuing contract. This provision shall supersede and replace the process for providing an extended limited contract pursuant to Ohio Revised Code Section 3319.08, 3319.11, and 3319.111.

7. 3 Employment of Certified School Nurses and Contracted RN's

- 7.3.1 Certified school nurses shall be responsible for District health services. Their duties shall include, but shall not be limited to, health screenings, monitoring immunizations, serving on IEP and IHP development, family outreach, counseling, referrals and follow-up, and education.
- 7.3.2 For the duration of this Agreement contracted RN's may be hired. No certified school nurse currently employed nor current school nurse positions shall be reduced as the result of hiring contracted RN's.
- 7.3.3 The number of hours and buildings to which contracted RN's are hired shall be determined by the Superintendent and building principals with consultation and recommendation from the certified school nurse(s).
- 7.3.4 Job descriptions for contracted RN's shall be prepared by the Superintendent and the building principals with consultation and recommendation from certified school nurse(s) in conjunction with the contracting agency. Contracted RN's duties shall not include certified nurses' instructional duties.
- 7.3.5 The building principal shall be responsible for all contracted RN's.
- 7.3.6 The building principal in consultation with certified school nurse(s) shall provide input for evaluation of contracted RN's to the evaluating supervisor employed by the contracting agency.
- 7.3.7 This provision shall not prohibit the hiring of additional certified school nurses.

7. 4 **Employment of Retired Teachers**

If the Board elects to employ individuals who have retired and are receiving benefits through the State Teachers Retirement System (STRS), the conditions set forth in this section shall apply to the employment of these individuals:

- 7.4.1 The salary to be paid to the returning teacher shall be based on the appropriate placement on the current teacher salary schedule training column with a range between five (5) and ten (10) years of experience and shall not be subject to Ohio Revised Code Chapter 3317 or any other Section of the Ohio Revised Code.
- 7.4.2 Teachers employed pursuant to this provision shall receive one (1) year limited contracts and shall not be eligible to receive continuing contracts regardless of their years of service or license held.
- 7.4.3 Each one (1) year contract shall automatically expire upon the completion of the contract year and it is not necessary for the Board to conduct evaluations in accordance with Ohio Revised Code §3319.111 nor to take formal action to not reemploy the employee pursuant to Ohio Revised Code §3319.11 in order to terminate the employment relationship. The employment relationship shall end upon the expiration of the contract in the same manner as a supplemental contract.
- 7.4.4 Returning retirees are not entitled and/or are not eligible to receive any severance benefits provided by any collective bargaining agreement in effect between the Board and the Association.
- 7.4.5 In the event of a reduction in force, the re-employed teacher will not have any bumping rights under Section 7.8 of this Agreement.
- 7.4.6 Such employment will not jeopardize the continuation of existing academic programs nor result in the reduction in force of faculty employed at the commencement of each such reemployment contract.
- 7.4.7 Re-employed teachers are eligible for sick leave accumulation commencing with the first year of such reemployment.
- 7.4.8 Re-employed teachers are not eligible to participate in any retirement incentive program.
- 7.4.9 Rehired teachers are not eligible for the contractual health insurance if they are eligible for STRS health insurance coverage. However, the Board shall pay their cost for the STRS health coverage premium.
- 7.4.10 Subject to these provisions, re-employed teachers are part of the bargaining unit.

Pursuant to the authority provided by Ohio Revised Code §4117.10, and to the extent that this provision is contrary to or in conflict with any Ohio law including, but not limited to, Ohio Revised Code §3319.11, Ohio Revised Code §3319.111, Ohio Revised Code §3319.141, Ohio Revised Code §3319.17, Ohio Revised Code Chapter 3317, Ohio Revised Code Chapter 3307, this provision shall supersede and replace the statutory law of Ohio.

7. 5 **Employment of Temporarily Certificated/Licensed Employees**

If an individual is initially employed by the Board to teach in an area for which he/she is not currently certificated/licensed and for whom the Board secures temporary certification/licensure, he/she shall be issued a one year limited contract. Such one year contract shall automatically expire upon completion of the year and it is not necessary for the Board to conduct evaluations in accordance with 3319.111 nor take formal action to non-renew the employee pursuant to 3319.11 in order to terminate the employment relationship. The employment relationship shall end upon expiration of the contract in the same manner as a supplemental contract.

This Section of the Master Agreement shall supersede and replace, where applicable, ORC 3319.08 and 3319.11.

7. 6 **Evaluation**

7.6.1 Evaluation of members to be non-renewed and members identified for summative (decision-making) evaluations shall be done according to Ohio Revised Code §3319.111. The forms to be used may be found in Appendix B.

7.6.2 Administrators shall observe all other members a minimum of ten (10) minutes once every three years and shall write and deliver to such members an annual narrative by May 1. An evaluator or member may request a conference over the evaluation.

7.6.3 A committee consisting of three (3) members selected by the Superintendent and three (3) members selected by the Association shall convene by March 1, 2005, to review and make recommendations by April 30, 2006, for additions to the current evaluation forms to provide for evaluation instruments differentiated by position and contract status, i.e., speech pathologists, gifted coordinators, special education coordinators, TIP coordinators, school psychologists and instructional leaders. These changes shall be presented to the Superintendent and the Association President who shall present the recommendations to their respective governing bodies for review. Upon mutual acceptance of the recommended changes, the revised forms shall be implemented in the 2006-2007 school year.

7. 7 **Individual Teaching Contract Sequence**

- One year limited
- One year limited
- Two year limited
- Three year limited, and subsequent contracts
- Board may alter sequence and award a one year limited contract to an employee eligible for a multiple contract in the event that employee has documented deficiencies in the performance evaluation.

7. 8 **Professional Personnel Records**

7.8.1 The State Department of Education requires that certain personnel records be kept up-to-date and on file for reference at all times. All personnel records will be filed in the Superintendent's office on a current basis. These personnel records may include:

- A. application for employment, including references;

- B. copy of latest contract, properly signed;
- C. copy of latest salary notice;
- D. Ohio teaching certificate and/or license;
- E. personal record card;
- F. personal and professional data form;
- G. original or certified transcript of college credits showing the official record of the degree granted;
- H. record of military service; and/or
- I. record of tuberculin skin test or X-ray.

7.8.2 No material from anonymous sources shall be placed in any teacher's file.

7.8.3 A teacher will be given a copy of any material that is to be placed in the teacher's professional personnel record simultaneous to or before its inclusion in the record. The teacher shall initial or sign the document acknowledging receipt. Initialing shall only mean that the teacher has seen the material in question and does not mean concurrence with the contents. The teacher shall have the right to attach a rebuttal to the material in question.

7.8.4 Each teacher will have access to the contents of his/her own personnel file. This file may be opened in the presence of a member of the Superintendent's staff; and a representative of the Association may, at the teacher's request, accompany the said teacher in such a review.

7.8.5 A teacher may be entitled to a copy, at no cost, of any material in his/her file except for material originally supplied to the administration as confidential prior to employment.

7.8.6 The Superintendent will review upon request any material contained in any personnel file, using the procedures set forth in Ohio Revised Code Chapter 1347.

Material will be removed from an employee's file by consent of the Superintendent or when a teacher's claim is sustained by the grievance procedure under the criteria of Ohio Revised Code Chapter 1347.

7.8.7 Except by mutual consent of the teacher and Superintendent, legally confidential materials of any teacher will not be opened to the public.

7. 9 **Job Sharing**

A. Bargaining unit members who are qualified and certificated for the same position may apply on an annual basis and be granted, with the approval of the Superintendent, the opportunity to share a teaching position (for the full school year). The Superintendent shall take into consideration factors which include, but are not limited to: the needs of the District, the educational program, grade level, subject matter, schedules and compatibility (including the compatibility of teaching styles) of the participants. The

Superintendent's decision as to whether to approve a job sharing proposal shall be final and not subject to appeal or the grievance procedure. Bargaining unit members shall not be required to engage in the job sharing program. Rather, only those who volunteer are eligible to participate.

- B. Bargaining unit members who share a job shall each be credited with one-half (1/2) year of seniority and one (1) year of credit for salary schedule placement purposes. Individuals job sharing during the 2004-2005 school year shall continue to accrue seniority and salary schedule credit as they have during the 2004-2005 school year for as long as they continue in the job sharing relationship in effect during the 2004-2005 school year.
- C. Each bargaining unit member shall have the option each year of a job share of receiving any fringe benefits such as hospitalization, dental, etc., with the Board paying a portion of the single, single plus one, or family premium, as appropriate, prorated to the amount of time worked by the individual employee holding the job sharing position. If one of two bargaining members sharing a position waives insurance coverage, the other bargaining unit member may request and shall receive the insurance he/she opts for in accordance with Section 10.3 of this Agreement. The Board's contribution on behalf of both employees in a job sharing position shall not exceed 100% of the Board's share of a family premium. This provision shall supersede Section 10.3.1 of this Agreement.
- D. Participating bargaining unit members will waive their right to resume full-time employment until a full-time position becomes available for which they hold a valid certificate. If bargaining unit members on the recall list are similarly certificated, then District-wide seniority shall determine the order of recall to the full-time position.
- E. Job sharing will not be permitted unless initiated by written request from both bargaining unit members who wish to share a position and unless said written requests are specifically approved by the Superintendent. Should one of the bargaining unit members resign, retire, or otherwise remove himself/herself from the job sharing arrangement, the job sharing agreement will terminate at the end of the current school year unless a suitable individual is available from the recall list or the remaining bargaining unit member can find a suitable replacement bargaining unit member willing to job share. Otherwise, the remaining bargaining unit member will have the option of accepting the position full-time or being placed on the recall list.
- F. If the Superintendent should terminate an already existing job sharing arrangement, both parties shall be offered full-time positions, consistent with their existing certificates/licenses. If appropriate vacancies do not exist, the reduction-in-force provisions set forth in Section 7.8 of this Agreement shall apply.
- G. If a bargaining unit member of the recall list declines a job sharing position, he/she will not waive recall rights and only after all appropriately certificated bargaining unit members on the recall list decline placement in the job sharing position, will other candidates be considered. (It is expressly understood and agreed that only if appropriately certificated, qualified, and compatible job sharing candidates are available will the Superintendent approve a job sharing request.)
- H. The building principal shall provide an opportunity for the job sharing teachers to discuss scheduling needs. Total preparation time for job sharing bargaining unit members shall be equivalent to the preparation time of a full-time bargaining unit member in that

position. An attempt shall be made to divide the preparation time equitably between the job sharing bargaining unit members. The bargaining unit members involved in job sharing should, jointly with the principal, develop a plan for job sharing obligations (i.e., meetings, parent-teacher conferences, grading, progress reports, etc.). Each bargaining unit member shall share relevant information with the other bargaining unit members to ensure a successful job sharing experience for the students.

- I. Any bargaining unit member entering into the job sharing program will remain in that job sharing position until the end of the school year. If for any reason, any member of a job sharing team is unable to remain in a job sharing position until the end of the school year, the other member of the job sharing team shall complete the year as a full-time teacher.
- J. Bargaining unit members may wish to consult with the State Teachers Retirement System to determine the effect, if any, on their retirement benefits from job sharing.

7. 10 **Reduction in Force**

7.10.1 Reasons for Reduction in Force

- A. Staff reduction may be made for the following reasons: return to duty of teachers on leave of absence, a decline in enrollment of students, or territorial changes in District boundaries.
- B. Further, the Board may make reductions for financial reasons under the following condition:

A committee composed of not less than two (2) members of the Board, five (5) members of TEA assigned by the President, and the Superintendent as an ex officio member, shall meet to discuss reductions and make recommendations to the Board within reasonable time limits as established by the Board.

7.10.2 Procedure

- A. Attrition (early retirement, resignations, etc.)
- B. Suspension of contracts shall occur to non-tenured teachers first and shall be on the basis of last employed - first to be suspended, by certification, in accordance with Section 2.2.
- C. If the suspension of the contract is necessary for a tenured teacher, this also shall be on the basis of last employed - first to be suspended by certification, in accordance with Section 2.2.
- D. When staff reduction is necessary, the Superintendent shall give written notice of the intent to recommend the suspension of contracts to the members so affected ten (10) days prior to the Board action, and a list of all those affected shall be given to the Association. The Association President and the Superintendent shall confer on the reasons for such reductions and shall verify the seniority listing. Following Board action, the Superintendent shall provide each teacher who was laid off with written verification of Board action within ten (10) days of said action.

7.10.3 Seniority

Seniority shall be as defined in Section 2.2 of this Agreement.

7.10.4 Seniority Lists

If requested by the Association in writing, not to exceed once per year, the administration shall post in each building seniority lists by areas of certification which show seniority rankings and date of hire. A copy shall be given to the Association.

7.10.5 Transfers

Each teacher involved in a staff reduction may request a transfer to another position within the District. When applicable, seniority provisions as described in this negotiated agreement will apply.

7.10.6 Insurances

Employees on layoff shall be permitted to continue their group insurance policies that they were enrolled in at the time of layoff, provided that they pay one hundred two percent (102%) of the cost of the premiums for such insurance, as provided by the Consolidated Omnibus Budget Reconciliation Act of 1986 and any amendment thereto. It shall be the individual's responsibility to see that the monies are paid to the Plan Administrator by the time said premiums are due; otherwise said member shall be dropped from said insurance. The employee must elect to continue the insurance coverage by giving written notice to the Board Treasurer within thirty (30) days of the Board's action pertaining to layoff. It is understood that the Board will assume no responsibility for any cancellations of insurance coverage as a result of the employee's failure to provide the written notice. It is also understood that this arrangement is only valid while the laid-off employee remains unemployed and within the federal guidelines pertaining to COBRA.

7.10.7 Recall

- A. As positions become available, teachers who are reduced shall be rehired on the following basis:
 - 1. first - teachers having continuing contracts by seniority;
 - 2. second - teachers having limited contracts by seniority.
- B. If a teacher on layoff refuses the position offered by the Board for which he/she is certified, his/her layoff rights shall be terminated, unless such position is casual substitution or a position of lesser time than that vacated.
- C. Teachers on layoff are to notify the Superintendent in writing of any change in their addresses; any additions, deletions, and/or changes in areas of certification; and any desire to have their names removed from the recall list.
- D. Limited contract teachers recall eligibility shall expire thirty (30) months after the date on which the Board took action to place the teacher on layoff.

7. 11 Termination, Nonrenewal, and Employee Disciplinary Procedures

7.11.1 Termination of Contract

The termination of a contract during the term of such contract shall be for those grounds as set forth in Ohio Revised Code §3319.16. The procedures for termination of a contract shall be as described by Ohio Revised Code §3319.16.

7.11.2 Non-renewal of Limited Teaching Contract

- A. The parties shall adhere to Ohio Revised Code §3319.11 for all procedural matters related to nonrenewals.
- B. Evaluation for purposes of non-renewal and summative evaluations of identified staff members shall be pursuant to Ohio Revised Code §3319.111.
 - 1. Non-renewals based on deficiencies in classroom performance shall be based upon evaluations.
 - 2. Non-renewal for reasons other than classroom performance shall take into consideration the evaluation of the teachers.
- C. Non-renewal shall not be used to accomplish reduction in force.
- D. Beginning with the teacher's fourth contract or fifth-year with the District, whichever comes first, the substantive opinion of a teacher's performance may be grieved in accordance with accepted professional standards.
- E. Reasons for all non-renewals shall not be arbitrary, capricious or discriminatory.

7.11.3 Employee Disciplinary Procedure

The employee shall be given a verbal warning on the first offense and a written reprimand on the second offense; however, the Superintendent may immediately give a written reprimand or suspend without pay an employee in the case of serious infractions. A verbal warning or a written reprimand may be issued at the building level by either the principal or the Superintendent.

The Superintendent may suspend an employee without pay for up to ten (10) workdays for insubordination, neglect of duty, violation of rules and regulations of the Board, violation of administrative policies or directives, or for good and just cause as specified in Ohio Revised Code §3319.16.

Before any such suspension is imposed, the employee shall be provided with a hearing before the Superintendent. At such hearing, the employee will be given the opportunity to confront any parties involved in the incident, present evidence, explain, and/or rebut the basis for the suspension consideration. The employee may be represented by any person of his/her choice at the hearing. Following the hearing, the Superintendent will provide the employee with specific written reasons for the suspension.

ARTICLE VIII – WORKING CONDITIONS

8. 1 Aide Assistance (Grade K – 12)

No teacher shall be required to monitor the cafeteria. All other duties in the school shall be rotated among the staff as determined by the Building Level Council.

8. 2 Class Size/Teaching Load

8.2.1 Grades K - 5 Class Size

- A. The optimum class size in kindergarten through grade five (K-5) shall be twenty-two (22) pupils per class. The operational class size standard in kindergarten through grade five (K-5) shall be twenty-five (25) pupils per class. The maximum class size in kindergarten through grade five (K-5) shall be twenty-seven (27) pupils per class. The Board shall continue to pay a stipend to the teacher as set forth in Section C below. If the class size in any kindergarten through grade two (K-2) exceeds twenty-seven (27), the Board may consider reassigning teachers to maintain no more than twenty-seven (27) students in kindergarten through grade two (K-2) and the Board shall continue to pay a stipend to the grades three through five (3-5) teachers as set forth in Section C below. The Board may assign additional students to kindergarten through grade two (K-2) teachers to the maximum of thirty (30). Each kindergarten through grade two (K-2) teacher so affected shall continue to be paid the stipend set forth in Section C below and a full-time aide shall be assigned to each teacher so affected.

Beginning in the 2006-2007 school year the optimum class size in kindergarten through grade two (K-2) shall be twenty (20) pupils per class. The operational class size standard in kindergarten through grade two (K-2) shall be twenty-two (22) pupils per class. The maximum class size in kindergarten through grade two (K-2) shall be twenty-five (25) pupils per class.

- B. At grade levels where there is departmentalization, class size shall be based on the number of students in homerooms to allow for flexibility within the grade level.
- C. The Board shall pay members ten dollars (\$10.00) per day for each additional pupil if the class exceeds the operational class size standard. The number of students shall be determined by the number of students listed on the teacher's official roster. If the number of students on the official roster goes above the operational class size standard number, then the teacher shall receive overage payment beginning on the next paycheck. Students who spend sixty percent (60%) or more of their time out of the regular education classroom shall not count on the teacher's official roster for the purpose of determining class size language.
- D. The Board shall hire a new teacher if the maximum class size is exceeded in any class at a grade level at any time between October 15 and January 15.
- E. If any class at a grade level exceeds twenty-seven (27) pupils per class after January 15, the Board shall have the right to determine whether to hire a new teacher or pay members ten dollars (\$10.00) per additional pupil per day.

- F. Special area teachers shall be compensated at ten dollars (\$10.00) per pupil per day when their average class size per week exceeds twenty-seven (27) pupils.
- G. The administration will adjust class loads as equitably as possible within the school district and within each individual school building. The building principal and the Superintendent will assess the space available and make room assignments.

8.2.2 Grades 6 - 12 Teaching Load

The average teacher load in grades six through twelve (6–12) shall be an average of twenty-five (25) pupils per class period. Excluded from this calculation will be physical education teachers, vocal music teachers, instrumental music teachers, and art teachers. If any teacher's class load exceeds this amount, he/she shall be paid a stipend of ten dollars (\$10.00) per pupil per day for each additional student.

Determination for this stipend shall be made on the fifteenth day of each semester. Any enrollment fluctuations which occur after the date when the student load is determined will not change the count for that grading period.

Stipend payments will occur on the second payday in March for the first semester stipend amounts and on the second payday in June for the second semester stipend amounts.

Due to safety concerns, science lab classes at the high school shall be limited to a maximum number of students for whom lab seats are available.

8.2.3 Grades 6 – 12 Teaching Day

- A. The maximum number of preparations a teacher of English, math, science, and social studies may teach per day is four (4). English, math, science, and social studies teachers shall be paid a stipend of eighteen hundred dollars (\$1,800) per semester for each additional preparation over three (3) that they are required to teach. English, math, science, and social studies teachers may volunteer to teach more than three (3) preparations without compensation. The maximum number of preparations all other teachers may teach per day is five (5). Such teachers shall be paid a stipend of eighteen hundred dollars (\$1,800) per semester for each additional preparation over four (4) that they are required to teach. Such teachers may volunteer to teach more than four (4) preparations without compensation. It is understood that independent study periods and supervision of lab assistants will not be included in the count of distinct and different classroom teaching preparations.
- B. Stipend payments will occur on the second payday in March for the first semester stipend amounts and on the second payday in June for the second semester stipend amounts.
- C. Department chairs may choose to have a second planning period or receive the regular supplemental contract salary for department chair duties. It is understood

that department chairs who choose to have a second planning period will not also receive a supplemental contract for their departmental chair responsibilities.

8. 3 **Copy of Teacher Handbook**

Each principal will provide his/her staff and the Association with the school's Teacher Handbook at the beginning of the school year. Any change to those procedures distributed after September will be given to the school faculty council for its consideration prior to implementation.

8. 4 **Duties and Responsibilities of Teachers**

8.4.1 **Adherence to Written Contracts**

Teachers are to follow the terms and conditions of their written contracts.

8.4.2 **Assistance to Absent Students**

The teacher is expected to give every reasonable assistance to help pupils in making up work which has been missed due to a pupil's long-term absence due to illness.

8.4.3 **Attention to Health of Students**

Teachers will make every reasonable effort to give careful attention to the health and comfort of the pupils under their care; to be alert for any symptoms of illness among pupils (including substance and physical abuse) and report this to the building administrator.

8.4.4 **Class Sessions**

Teachers shall keep their class in session each day during school hours and shall not dismiss them at any time without consent of the principal.

8.4.5 **Handling of Records and Reports**

Teachers shall keep all records and make all reports as directed by rules and regulations of the school district as required by the principal or Superintendent.

8.4.6 **Homeroom Assignments**

Teachers are subject to homeroom assignments and when so assigned they shall handle all details of records, attendance and other matters assumed by the homeroom. Teachers are also expected to share in supervising non-classroom activities during school hours.

8.4.7 **Interaction with Parents**

Teachers shall, insofar as practical, become acquainted with the parents of their pupils and are urged to attend all parent-teacher meetings.

8.4.8 **Job Descriptions**

- A. If job descriptions for unit members are to be written, full input shall be provided by the Association.
- B. Such job descriptions shall be limited to teaching and attendant professional duties.
- C. Job descriptions for bargaining unit employees may allow input into interviewing of perspective personnel but shall not require the holder of the position to be involved in hiring, firing, assigning or formal evaluating of other members of the bargaining unit.

8.4.9 Lesson Plans

- A. If requested, each teacher shall prepare and follow a daily lesson plan and schedule which shall be available for approval by the principal. A copy of this lesson plan and schedule shall be available for use by substitute teachers.
- B. When writing lesson plans, teachers shall not be required to duplicate or copy information on goals and activities of lessons or units contained in teacher editions of assigned textbooks or in other curriculum guides.

8.4.10 Prohibition on Non-School Organization Activities

Teachers are not to promote, advertise, or sell tickets for any non-school organization during school time.

8.4.11 Teacher Absence from Class

Teachers shall not be absent from school without permission of the principal or Superintendent pursuant to Article IX of this negotiated agreement.

8. 5 **Freedom from Certain Clerical Duties**

No teacher will be required to perform any clerical duties with regard to the school lunch program and/or selling of any item nor will teachers be expected to engage in clerical work not directly related to the job responsibilities of a professional educator.

8. 6 **Freedom from Certain Medical Duties**

Teachers shall not be required to administer medication to any student nor shall they be required to perform medical procedures such as catheterization. Teachers shall not be assigned students known to be carriers of contagious diseases.

8. 7 **Internal Substitution**

Every reasonable effort shall be made to provide substitutes in the absence of a member of the bargaining unit. If a bargaining unit member is requested to substitute for another bargaining unit member or perform any duties during his/her planning time or absorb students of an absent teacher into his/her classes, the bargaining unit member shall be reimbursed for the period of time he/she supervises an absent teacher's students at the BA, Step 0 hourly rate of pay. If students are absorbed into multiple members' classes, the reimbursement shall be pro-rated among the members. In the event that no bargaining unit member agrees to substitute for an

absent bargaining unit member or perform duties on his/her planning time or absorb students of an absent teacher into his/her classes, a bargaining unit member may be required to do so and he/she shall be paid at the BA, Step 0 hourly rate. The pay for the additional duty shall not be less than one (1) hour unless the payment has been pro-rated among multiple members. Also, no member at the middle school or high school shall be assigned or paid for more than two (2) periods of internal substitution per day. A form shall be filled out by the substituting teacher in order for payment to be made. A bargaining unit member may choose to voluntarily cover another bargaining unit member's class and not be reimbursed for the loss of planning time.

It is understood that this Section also applies to elementary teachers who lose a planning time block when art, music and/or physical education teachers are absent and substitutes have not been secured.

8. 8 **Length of the Workday/Workweek**

8.8.1 The teacher workday/workweek shall be eight (8) hours a day in length/forty (40) hours a week over a five (5) day workweek, including a continuous duty free lunch of at least thirty (30) minutes. The Board shall establish within the customary eight (8) hour day the starting and ending times for the teacher day to correspond closely to the student day. Teachers may flex the remaining time. Within this time the teachers are expected to attend required faculty meetings, department meetings, committee meetings, IEP meetings, 504 meetings, open house, etc., and perform assigned duties.

8.8.2 Annually, the District Leadership Team may require teachers to attend one (1) additional after school building-wide/District-wide meeting. However, the teachers shall be paid at the BA, Step 0 hourly rate of pay for their attendance at this meeting.

8.8.3 If the Board proposes to require teachers to attend more than one (1) additional after school building-wide/District-wide meeting annually, it shall negotiate the proposal with the Association.

8.8.4 If the Association elects to opt out of the terms of this Section of the Agreement, the President shall serve notice in writing on the Superintendent of this intention. If the Board elects to opt out of the terms of this Section of the Agreement, the Superintendent shall serve notice in writing on the President of the Association of this intention. If either party serves notice on the other party of its intention to opt out of the terms of this Section of the Agreement, then, after thirty (30) calendar days have elapsed, the following language in effect during the 2000-2004 Agreement between the parties shall become effective:

A. The teacher workday shall be eight (8) hours in length, including a continuous duty free lunch of at least thirty (30) minutes.

B. Faculty meetings, department meetings, in-service meetings, curriculum meetings, IEP meetings, and other required meetings shall be held during the eight (8) hour workday. If meetings convene before or extend after the teacher workday, members shall be compensated at the BA, Step 0 hourly rate.

8.9 **Packing/Unpacking Stipends**

Unless the District decides that the use of professional movers or classified employees of the school district will be more expedient than the use of teachers' services, teachers participating

in the closing and opening of rooms which require packing of books, materials and supplies shall be compensated as follows:

- Packing
- First workday - one (1) full day pay at daily rate for each individual teacher or one (1) full release day
 - Second workday - one hundred dollar (\$100) stipend for each teacher who hasn't completed packing by the end of the last teacher workday

Conditions:

- For one (1) day work, one (1) day will be paid or released.
- Days counted for pay may occur after the school year, weekends or anytime within the week immediately following end of school year.
- While teachers do not need to sign in, they need to alert their building administrator that they are working. (If he/she is not in the building, a message is to be left for him/her for each day the teacher is working.)

- Unpacking
- First workday - one (1) full day's pay at the daily rate for each individual teacher
 - Second workday - one hundred dollar (\$100) stipend for each teacher

Conditions:

- Should a teacher work just one (1) day, payment will be for one (1) day only.
- Days counted for pay must occur prior to the first teacher workday.
- Saturdays and Sundays count as days.
- While teachers do not need to sign in, they need to alert their building administrator that they are working. (If he/she is not in the building, a message is to be left for him/her for each day the teacher is working.)

Section 8.9 shall apply only to teachers:

- Who are reassigned to a newly constructed school;
- Who are reassigned to a different school or room under a District-wide reorganization plan;
- Who are reassigned to a school or room because the school is changing its grade alignment.

Section 8.9 does not apply to the transfer of individual teachers.

8.10 **Physical Assault of a Teacher by a Student**

A physical assault by a student against a teacher engaged in the performance of his/her duties and in the exercise of his/her lawful authority is considered a flagrant act of intolerable behavior calling for prompt and vigorous support of the teacher by school authorities. Giving due regard to the age and size of the offender, there is a clear and urgent necessity for using the strongest disciplinary measures. In case of physical assault the procedures to be followed shall include, but not be limited to, the following:

- 8.10.1 A teacher who has been physically assaulted shall make an immediate oral report to the principal or his/her designee. The teacher shall make a written report to the principal before leaving school that day or as soon as physically possible. The report shall contain all relevant facts and include the names of teachers, students, and/or other persons who were witnesses to the assault.
- 8.10.2 The principal shall notify the Superintendent regarding the assault. If the principal deems it necessary, the principal or his/her designee shall notify the police. In any case, the teacher acting in a personal capacity may notify the police if he/she judges such notification to be warranted.
- 8.10.3 At the teacher's request, the accused student or students will be withdrawn from the affected teacher's class(es) immediately and detained by the building administrator pending an investigation with full consideration given to the possibility of suspension and/or expulsion.
- 8.10.4 The principal and/or his/her designees shall conduct a thorough investigation of the case. A report of the disposition will be filed with the Superintendent.
- 8.10.5 If court action results, the teacher shall be granted leave of his/her professional duties with no loss of pay for days in court or consultation as may be requested by counsel, the court, or law enforcement officers.
- 8.10.6 Whenever a certificated person is absent from school as a result of physical injury caused by an assault arising out of his/her assigned duties, he/she will be paid his/her full salary for the period of his/her absence due to physical injury up to a full school year. The absence will not be charged to his/her sick leave. The Board will grant assault leave until he/she is able to resume his/her duties.
- 8.10.7 The Board and school administrators will cooperate in every reasonable way with teachers who sustain injuries from physical assault as cited above. It should be understood that, when a physical assault occurs, the teacher has the right to use and apply such amount of force 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 or property as provided by the Ohio Revised Code. The teacher may also obtain assistance.

8.11 **Planning Time**

- 8.11.1 The maximum student contact time (instruction and/or intervention) for all teachers shall be one thousand five hundred sixty (1,560) minutes per week.
- 8.11.2 The minimum planning time for all teachers, which shall be scheduled within the student day in blocks of no less than twenty (20) minutes, shall be two hundred fifty

(250) minutes per week. "Student day" for the purpose of this section shall be defined as the duration between the time the students are dropped off by the buses and the time the students depart on the buses.

8.11.3 Other time shall be considered auxiliary time which may be used for class changes, the assignment of duties (excluding cafeteria duty), meetings, team planning, in-service.

8.11.4 Elementary art, music, physical education, and special education teachers will have weekly planning time no less than that of regular classroom teachers in their respective buildings.

8.12 **Provisions Affecting Special Needs Students**

8.12.1 Definition of Terms

- A. An IEP shall refer to a student's individualized education program.
- B. Identified Students or Students with Special Needs shall mean those students who have special needs which are addressed on an IEP.
- C. The IEP Team or Team shall refer to a team composed of one (1) or both of the child's parents or guardians, the child's teacher(s), the child (if appropriate), a representative of the public agency, other than the child's teacher, who is qualified to provide or supervise the provision of special education, and other individuals at the discretion of the parent or agency.

8.12.2 Least Restrictive Environments for Meeting the Needs of Identified Students

The parties agree that the following steps shall be taken in implementing the concept of the least restrictive environment for each identified student.

- A. For purposes of definition only in this Agreement the least restrictive environment (LRE) as defined by federal law as published in the Federal Register under 300.500(b) states:

"Each public agency shall ensure:

- 1. That to the maximum extent appropriate, children with disabilities, including children in private and public institutions or other care facilities, are educated with children who are non-disabled; and
 - 2. That special classes, separate schooling or other removal of children with disabilities from the regular educational environment occurs only when the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily."
- B. The regular classroom teacher of the special needs student will be provided the opportunity to offer direct input into the student's individualized education program (IEP).

- C. The classroom teacher, or any teacher involved in the child's education program, can request a team meeting at any time to review the needs, supports, and services of a student. The degree of support and services and the environment in which services will be provided is a team decision and part of the IEP which is a legal document based on the student's needs.
- D. Building level LRE Committees shall be established, with voluntary representation from the different grade levels and/or departments, to develop a plan to be recommended to the principal for serving children with disabilities within the building.
- E. One (1) Wednesday in-service per quarter will be scheduled in each building for the LRE committee to plan and collaborate.
- F. The building LRE Committee shall seek input from and communicate with administrators and bargaining unit members affected by the LRE plan in the building.
- G. The LRE Committee will address problems or concerns with the implementation of the plan within the building. If concerns or problems cannot be resolved by this process, then such concerns may be reviewed by a joint committee of three (3) Association representatives (appointed by the President) and two (2) administrators (appointed by the Superintendent). Said committee will make a reasonable attempt to mediate the concern(s).

8.12.3 Students with Severe or High Needs

If an identified student at the elementary level is determined by the IEP team and the Director of Special Education to be a student with severe or high needs, the class size limit for the class in which the student is enrolled shall remain below or at the optimum of twenty-five (25) until all other classrooms reach the optimum limit of twenty-five (25). Once the optimum is reached in all classrooms, the classroom in which the student with severe or high needs is enrolled will be the last classroom to receive an additional student(s). Any child enrolled in a classroom will not be removed due to a newly enrolled or newly identified special needs students.

8.12.4 Release Time

- A. Release time will be given to special education teachers for IEP preparation. One (1) day will be given for the preparation of one (1) to twelve (12) IEP's. Two (2) days will be given for the preparation of over twelve (12) IEP's.
- B. One (1) day of release time shall be provided so that the special educators in each building can meet with each other to match student needs with services and to schedule the students in the least restrictive environment.
- C. Release time will not be counted against professional leave.

8.12.5 Medical Support Services and Procedures

- A. When specialized medical services are required for a student, the Board will assign an educational assistant or a school nurse to perform said medical services. Said educational assistant will be trained by the school nurse.
- B. Except for school nurses, or their trained representative(s) or designee(s), bargaining unit members shall not be custodians of medication, nor shall they be required to dispense medication to students.
- C. Except for school nurses or their assigned representatives, bargaining unit members shall not be required to perform complex, specialized medical procedures, such as giving students injections, inserting catheters or feeding tubes, or aspirating airways.

8.13 **Provisions for Absence of Principal**

It may be necessary from time to time for a building principal and/or assistant principal (if applicable) to be absent from the building while school is in session. In the event that there is no administrator who can serve for the principal, the principal shall designate one (1) staff member in the building to act in his/her capacity during the absence. The teacher so designated shall be relieved of his/her teaching duties when the principal is to be absent for a full day. By mutual agreement, however, said teacher may also remain at his/her teaching station while acting in the principal's capacity.

8.14 **Resolving Complaints Against Teachers**

Community and school relations should reflect an attitude of mutual concern and cooperation in the constant attempt to provide the best possible learning situation for the students. However, complaints and misunderstandings are inevitable. Initial attempts to settle complaints against teachers should be made informally through personal, private conferences at the school level among teacher, pupil, parent, principal and other appropriate staff personnel. If the complaint cannot be settled informally, the following procedures shall be followed:

- 8.14.1 The building principal will inform the classroom teacher of the nature and cause of the complaint directed toward him/her if the principal deems the complaint to be of a serious or repetitive nature. The administrator shall offer every reasonable assistance to the teacher.
- 8.14.2 At the request of the complainant or teacher, a meeting of the teacher, principal and the complainant will be arranged at a mutually convenient time to discuss the complaint.
- 8.14.3 If the complaint is not resolved at that level, it may be appealed to the Superintendent of schools or his/her representative who will investigate the complaint and consult with the parties and attempt to resolve the issue.

8.15 **Smoke Free Environment**

Bargaining unit members shall not use tobacco products on school property. If BCHP institutes a smoking withdrawal program, and if the employee is required to contribute to the cost of said program, the Board shall pay up to twenty percent (20%) of this cost on a one-time basis.

8.16 **Student Disciplinary Procedures**

The administration recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. It is the responsibility of the teacher to provide a classroom learning situation which provides an atmosphere for learning to take place. When it becomes apparent that a breakdown in classroom discipline is caused by a particular pupil who is disruptive in nature, it is the duty of the teacher and principal to find a reasonable solution to the problem. The rules and regulations governing discipline and procedures for student control shall be reviewed periodically by the faculty and administration of each building. Building code of conduct regarding discipline shall be presented to each teacher at the beginning of each school year.

8.17 **Student Teachers and Observers**

The Board and Association recognize the value of members of the bargaining unit assisting student teachers in becoming competent professionals. Therefore:

- 8.17.1 Candidates for student teaching and students in the observation program shall be equitably assigned to the individual schools. No member shall be assigned a student teacher or observer without that member's prior consent. Further, no member shall be assigned a student observer without the member's knowledge.
- 8.17.2 Within each building, cooperating and supervising teachers shall be chosen on an equitable basis within each grade level and/or department from a list of volunteers who meet the college and/or university requirements for cooperating and supervising student teachers.
- 8.17.3 Each member may add or delete his/her name from the volunteer list at any time upon written notice to his/her principal, and a copy of said materials will be given to the principal at the time of its distribution to teachers.
- 8.17.4 Teachers who refuse to participate in the student observation program will not be permitted to have a student teacher.

8.18 **Teacher Involvement in Parent and Student Activities**

It is valuable that teachers associate with children and parents in a number of functions and at special interest clubs, dances, chaperoning children on buses, athletic activities and P.T.A. meetings.

8.19 **Teaching Equipment**

- 8.19.1 Every reasonable effort will be made to provide adequate equipment, supplies and materials.
- 8.19.2 Teachers will have at least one (1) room of appropriate size, adequately furnished and vented to be used as a faculty lounge in each building.

8.19.3 All teachers will have a desk and a quiet area in which to work.

8.19.4 Principals shall arrange for any equipment, books, furniture and supplies which must be moved to be in the teacher's classroom.

8.20 **Work Year**

8.20.1 The contract year for teachers shall be one hundred eighty-four (184) days. The contract year for new teachers in the District will be one hundred eighty-six (186) days. The contract year for new teachers to the profession will be one hundred eighty-seven (187).

8.20.2 The standard work year shall consist of:

- A. One (1) teacher workday prior to the beginning of the student school year. This day will begin at 8:00 a.m. and may include a brief District-wide general meeting called by the Superintendent. Building level meetings will be conducted by the principals. Each principal shall make all reasonable efforts to keep the building level meeting as short as possible to maximize the amount of room time for teachers.
- B. One (1) workday at the end of the first semester.
- C. A teacher workday at the end of the school year. This day shall serve as the District's second in-service day pursuant to the requirements of the State Department of Education.
- D. One (1) in-service day at a time set forth in the calendar.
- E. One hundred seventy-eight (178) student contact days and two (2) parent conference days. It is understood that the administration may schedule the two (2) parent-teacher conference days over four (4) half-day blocks to enable parents to attend during a consecutive evening or morning time period. The total staff time for such conferences, however, will not exceed two (2) workdays. Should the Board schedule evening conferences, the compensatory days shall be the Wednesday before Thanksgiving Day and Good Friday or Easter Monday if spring break is scheduled the preceding week.

8.21 **Use of Building Cameras**

It is not the intent of the Board to utilize the footage from the building cameras located throughout the District for the purpose of disciplining staff members. However, nothing contained herein will limit the Board from considering evidence obtained from these cameras as part of a disciplinary investigation.

ARTICLE IX
LEAVES OF ABSENCE

9. 1 Association Related Meetings

- 9.1.1 The local Association President and officially elected delegates or alternates may attend the annual OEA/NEA Representative Assembly by informing the Superintendent's office at least two (2) weeks prior to the assembly.
- 9.1.2 The Board is not obligated for any expenses related to the assembly except to provide release time for said President, delegates or alternates.
- 9.1.3 The Board shall be responsible for providing substitute teachers in the absence of said President, delegates, or alternates.
- 9.1.4 The Association President or designee shall be granted additional release time up to eight (8) days to do Association work. If release time is taken, the Association will reimburse the District for the pay of the substitute teacher if one is hired to work for the absent Association representative. Approval from the Superintendent will be needed if three (3) or more consecutive days are desired.

9. 2 Child Care Leave

- 9.2.1 Upon request, a teacher shall be granted a leave of absence, without pay, to care for a newly born infant or newly adopted child for up to, but not more than, one (1) work year as requested by the teacher.
- 9.2.2 The teacher shall request said leave in writing at least sixty (60) days prior to the anticipated date of the birth of the baby and, in the case of adoption, when notice of adoption is received. The leave request shall specify the beginning and ending dates of the leave.
- 9.2.3 Each teacher on child care leave shall have the right to participate in any or all the group insurance plans. The Board will continue to pay its share of the premium(s) as specified by the Family and Medical Leave Act of 1993. When this leave is exhausted, the employee may continue to participate, provided he/she pays to the Board's Treasurer in advance each month the full premium(s) due for the insurance(s) desired.
- 9.2.4 The teacher returning from childcare leave shall be returned to a teaching position for which he/she is certificated.
- 9.2.5 The teacher returning from childcare leave shall neither gain nor lose seniority. In addition, his/her use of leave shall not affect his/her placement on the salary schedule.

9. 3 Family and Medical Leave

- 9.3.1 The Family and Medical Leave Act (PL-103) applies to eligible members of the bargaining unit.

9.3.2 A year shall be defined as July 1 through June 30.

9. 4 **Jury Duty**

9.4.1 Days of absence under jury duty shall be fully paid days and shall not be deducted from sick leave accumulation.

9.4.2 Absence for jury duty is permissible. After absence for such duty, either reporting or serving, employee shall return payment received for such services to the Board Treasurer's office and at the next regular pay period receive full payment of his/her regular salary from the Board for the day or days of excused absence for this purpose.

9.4.3 In all cases where professional staff members are subpoenaed or summoned to appear for Grand Jury hearings or to appear in any court in cases in which they are not parties, they shall be paid the difference between their witness fee and the normal salary for the period of absence.

9.4.4 The Superintendent or his/her designated representative may authorize absences for other justifiable emergency reasons. The reason for such request will be stated in writing.

9. 5 **Leaves Other Than Sick Leave**

9.5.1 The remaining leave provisions in this agreement will be applicable to all regular professional teaching staff members. Professional staff working less than half-time (20 hour per week) shall not be afforded these leave benefits.

9.5.2 All other leaves herein shall be separate from sick leave.

9.5.3 The employee may appeal to the Superintendent in writing for special consideration for sick leave for reasons not spelled out.

9. 6 **Notification of Return from Unpaid Leave**

When a unit member intends to return from unpaid leave, he/she shall notify the Superintendent no later than the last day of the school year in which the teacher was on leave to verify his/her intent to return. Failure to give such notice will result in the unit member forfeiting his/her right to return. The Superintendent may grant exceptions to this in extraordinary circumstances.

In order to accomplish this notification, the Board shall send by certified mail, one hundred twenty (120) days prior to the end of the leave, a form to be returned within thirty (30) days of receipt indicating the teacher's intention of returning to active service.

9. 7 **Other Leaves**

9.7.1 Written requests for leave of absence may be granted for exchange teaching in a foreign nation. Leave will be for one (1) year and may be extended for a second year upon reapplication.

9.7.2 Upon or prior to the expiration of sick leave the employee who is ill may request a leave of absence for personal illness without pay. A doctor's statement requesting the granting of said leave must accompany each application. Nothing in this Section will be construed to preclude a teacher from returning to active employment from leave status at or after the termination date of their leave with a doctor's statement of approval.

9.7.3 Other leaves not covered by this Section may be granted by the Superintendent based upon their individual merit.

9. 8 **Personal Leave**

9.8.1 Three (3) days of unrestricted personal leave with pay, shall be granted to employees annually. An employee may carry forward up to two (2) days of unused personal leave, not to exceed the use of more than five (5) days in any given school year. The use of this personal leave is subject to the following conditions:

- A. Written requests for the use of all personal leave days on the Board-approved personal leave form shall be given to the principal, who will make a recommendation to the Superintendent five (5) workdays prior to the leave. The Superintendent will make a final decision on all personal leave requests.
- B. Except in cases of emergency, unrestricted personal leave is not to be used during the first ten (10) days of school, during assessment week(s), or on parent-teacher conference days or District-wide in-service days pursuant to Section 8.20.2. The Superintendent may approve exceptions to the restrictions in this subsection.
- C. Except in cases of emergency and/or unusual circumstances, not more than ten percent (10%) of the teachers in one (1) school or four (4) total teachers in one (1) building, whichever is greater, will be granted personal leave for the same day. The Superintendent may approve exceptions.
- D. Employees requesting personal leave will not be required to give verbal reasons for the request, unless the request falls at times subject to the restrictions of this section of the Agreement.
- E. The Superintendent may grant additional unpaid personal leave days. The decision to grant or not grant unpaid personal leave days shall not be subject to a grievance or unfair labor practice.

9. 9 **Professional Improvement Leave**

9.9.1 A teacher who has completed five (5) years of service in the Talawanda City School District may, with permission of the Board, be entitled to take a professional improvement leave of absence with part pay equal to the difference between the substitute's pay and the teacher's expected salary, for one (1) or two (2) semesters, subject to the following requirements:

- A. An application must be submitted by March 1 of the school year prior to beginning of leave.

- B. A plan of study in education must be approved by the Superintendent.
- C. The teacher must provide evidence at the conclusion of the leave that the plan was followed and credit received.
- D. The teacher must agree to work for Talawanda School District for one (1) year following completion of the leave.
- E. Not more than three percent (3%) of the teaching staff may be on leave at one time.
- F. This leave is subject to all other provisions of Ohio Revised Code §3319.131.

9.9.2 An unpaid sabbatical leave may be granted for up to one (1) year for a teacher who has taught in the Talawanda School District for five (5) years or more subject to the following requirements:

- A. An application must be submitted by April 1 of the school year prior to beginning of leave.
- B. A plan of study in education must be approved by the Superintendent.
- C. The teacher must provide evidence at the conclusion of the leave that the plan was followed and credit received.
- D. No more than five percent (5%) of teaching staff may be on leave at one time.
- E. The teacher shall be entitled to request and receive the right to continue to be covered by insurance for hospitalization, surgical benefits, major medical, and life insurance provided the teacher pays to the Treasurer in advance each quarter the full amount of the premium for such coverage.

9.10 **Professional Meetings**

9.10.1 Expenses for members of the Association bargaining unit for travel, meals, and/or training in conjunction with their duties will be paid by the Treasurer on behalf of the Board for a maximum of up to three (3) days as follows:

- A. Registration fees or charges for conferences, conventions, seminars, workshops, and training shall be paid.
- B. A daily per diem allowance will be made in accordance with the Meal and Incidental Expense (M&IE) rate as published in the Internal Revenue Service Publication 1542 for all overnight travel. A per diem of eight dollars (\$8.00) for lunch for a one (1) day seminar or training program will be provided when lunch is not included in the registration cost of that seminar or training program.
- C. Mileage shall be paid at the then current rate allowed by the Internal Revenue Service for the standard mileage rate deduction for income tax purposes, provided that such mileage reimbursement shall not exceed the

cost of round trip airfare to the seminar or program if vehicle mileage for the found trip exceeds five hundred (500) miles.

- D. Standard-rate, single-occupancy hotel or motel charge shall be paid.
 - E. Public transportation and rental vehicle expenses shall be paid.
 - F. The Board will pay meal and registration costs for attendance at meetings of local and community not-for-profit organizations for members approved in advance by the Superintendent or designee, when meetings are attended as representatives of the District, in amounts not to exceed twenty-five dollars (\$25.00) per meeting. Charitable donations and/or fundraising expenses are not reimbursable.
- 9.10.2 Reimbursement requests are to be made on the Board-approved reimbursement request form. (See Appendix E) Checks may be issued in advance for the attendance of a member for items specified in subsections (A), (B), and (D) hereof if approved by the Superintendent or designee. Expenses shall be verified by the member submitting itemized expenses with receipts for items specified in subsections (A), (C), (D), and (E) with thirty (30) days of completion of the seminar or program. Item (B) may be paid only when item (D) is required. Itemized receipts for item (B) are not required.
- 9.10.3 In the event of overpayment of estimated expenses, the member shall deliver payment for the difference when filing his or her expenses. In the event of underpayment, the Board shall issue a check for the difference within forty-five (45) days after the filing of the itemized expenses.
- 9.10.4 All travel expenses and registration fees or charges for all training or seminars must be approved by the Superintendent or designee for all members. The Superintendent or designee reserves the right to approve travel expenses at a rate less than specified in this policy where limited resources are available. Should the Board determine that the payment of professional meetings be eliminated, the Superintendent may approve professional days for members by providing substitutes and no additional compensation. It will be the responsibility of the Treasurer to monitor all expenses, reports, and reimbursements in accordance with this policy. Gratuities are excluded from reimbursement.
- 9.10.5 This provision does not apply to or provide for tuition reimbursement for the cost of higher education of any member and does not supersede or affect any other contractual obligation of the Board.
- 9.10.6 Requests for attendance at professional meetings must be submitted through the principal to the Superintendent on the Board-approved professional meeting request form. (See Appendix D) Such requests must reach the Superintendent not later than (2) weeks prior to the date of departure. The Superintendent shall respond to the request within ten (10) days of the receipt of such request. Failure to respond shall be sign of approval.
- 9.10.7 Visitation of other classrooms will be considered as a proper professional leave request.

- 9.10.8 Written reports of meetings attended may be required by the Superintendent. Additionally, members are expected to share with their colleagues the information they have learned at approved conferences, conventions, seminars, workshops, and training.
- 9.10.9 Additional professional meeting days and compensation may be granted by the Superintendent where special circumstances exist.
- 9.10.10 Building Level Councils shall monitor the use of Professional Meeting Leave to ensure equitable use among members of the bargaining unit.

9.11 **Sick Leave**

- 9.11.1 Days of absence authorized under this provision shall be deducted from the sick leave accumulation. One and one-fourth (1-1/4) days of sick leave shall be provided to members of the bargaining unit for each completed month of employment up to fifteen (15) days per year.
- 9.11.2 All accumulations of unused sick leave credit heretofore accrued under prior laws and policies shall remain to the credit of the sick leave account of each employee on the effective date of this Agreement. Accrued credits shall be allowed to employees transferring their employment from other boards of education or other political subdivisions in Ohio, provided such credits have been computed under the minimum requirements of the laws of the State of Ohio. Sick leave up to a total of one hundred fifty (150) days shall be allowed for teachers who come from other states where such leave has accumulated under the laws of that state and is certified by the proper school official. In no event shall sick leave accumulate at a faster rate than that allowed by Ohio law.
- 9.11.3 On reporting to duty each employee shall be credited with five (5) days sick leave as prescribed by Ohio Revised Code §3319.08 and §3313.21. These five (5) days are construed as being concurrent with, but not in addition to the one and one-fourth (1-1/4) days allowed under Ohio Revised Code §3319.141.
- 9.11.4 At the completion of the fifth month of service and the completion of each month of service thereafter, one and one-fourth (1-1/4) days of sick leave shall be credited to the sick leave account of the employee for the actual number of months of service rendered, up to a maximum of one hundred eighty-eight (188) days. A retiring employee who has accumulated the maximum number of sick leave days and who serves notice on the District that he/she is retiring shall be granted up to fifteen (15) days of sick leave above the maximum to draw upon under the provisions of this Section of the Agreement. However, if any such employee's sick leave usage exceeds five (5) days during the year prior to his/her retirement, he/she may be required to provide the District with a doctor's verification for the use of sick leave.
- 9.11.5 The same accrual of one and one-fourth (1-1/4) days per month shall continue during the use of sick leave, provided the employee has not been officially separated from the present payroll.
- 9.11.6 Sick leave shall be allowed teachers for periods not to exceed their accumulated sick leave account but with the limitations hereinafter stipulated and for the following causes:

- A. Illness or injury for employee, spouse or child.
 - B. Exposure to contagious disease until quarantine is lifted or danger removed.
 - C. Death of father, father-in-law, mother, mother-in-law, spouse, child, ward, grandchild or a person who lives continuously with the employee as a member of his/her immediate family.
 - D. Death of sister, brother, sister-in-law, brother-in-law, aunt, uncle, grandparent, stepparents, or stepchildren - five (5) days maximum. Additional days may be granted by the Superintendent.
 - E. Maternity Leave.
Six (6) weeks for recovery from childbirth.
 - F. Serious illness in the employee's immediate family which includes father, mother, or a person who lives continuously with the employee as a member of his/her immediate family - until the crisis has passed. The Superintendent shall grant exceptions to this when the employee is the caretaker of another individual whose presence is necessary as certified by the ill person's attending physician.
 - G. Adoption – Six (6) weeks for a female teacher.
Two (2) weeks for a male teacher.
 - H. Paternity Leave.
Two (2) weeks.
- 9.11.7 Employees shall be required to sign a District form which certifies the use of sick leave. Failure to submit said form will result in pay being withheld for the pay period in question. Attached to the paycheck shall be a notice from the Treasurer's office stating that the pay has been withheld because the Treasurer's office failed to receive the employee's sick leave form. The notice will further state that if the Treasurer's office has not received the sick leave form within fourteen (14) days following receipt of the notice, the day in question shall be designated as an unpaid leave day. The employee may be asked to list the name of the physician, if one has been seen by the employee during the illness, as prescribed by Ohio Revised Code §3319.41. (See Appendix F)
- 9.11.8 Deductions of sick leave due to use will be in one-half (1/2) day blocks as follows: up to four (4) hours, one-half (1/2) day; over four (4) hours, one (1) full day.
- 9.11.9 When an employee has exhausted his/her sick leave, the employee may request of the Superintendent an advancement of sick leave days. When the Superintendent has reason to believe that the employee will repay the advanced leave, an advancement of up to five (5) days shall be granted.
- 9.11.10 Medical Examinations
- A. If a teacher is required by the Board to receive an examination for justifiable reasons, he/she may request an examination by the school physician at the Board's expense. The results of these examinations are privileged data and

may not be released by the physician to anyone other than the teacher's private physician and the teacher.

- B. The physician will report to the Superintendent the ability of the teacher to perform his/her contractual duties.
- C. Opportunity to receive health examinations or vaccinations required by the State of Ohio or required locally must be provided without costs to the members. If a teacher elects to have his/her own private examination or vaccinations, the teacher will pay said costs and provide a documented statement of satisfactory completion of the required examinations or vaccinations.

9.12 **Sick Leave Bank**

9.12.1 A Sick Leave Bank shall be created to provide for additional days of sick leave for members of the bargaining unit. Between September 1 and October 1 of each school year each member in the bargaining unit shall be given the opportunity to donate up to five (5) days of his/her personal sick leave accumulation to the Sick Leave Bank. All donations shall be made by completing the Sick Leave Bank Donation Form. Deductions from an employee's accumulated sick leave shall occur and appear on the pay stub by the second pay in October.

9.12.2 A Sick Leave Bank Oversight Committee shall be responsible for handling all transactions related to the operation of said Sick Leave Bank. The committee shall consist of two (2) representatives appointed by the Superintendent and three (3) representatives appointed by the TEA President, one which shall be a District nurse. The duties of the Oversight Committee shall include the following:

- A. Distribution and collection of the Sick Leave Bank Donation Forms each school year during the month of September;
- B. Recording of all donations and submission of a list of all donations to the Board Treasurer's office;
- C. Processing of all requests for use of days in the Sick Leave Bank (receipt of requests, notification of Board Treasurer's office, etc.);
- D. Monitoring of all usage of days from the Sick Leave Bank;
- E. Solicitation of additional donations when the Sick Leave Bank is nearing depletion.

The Sick Leave Oversight Committee shall perform its duties in a manner, which respects the confidentiality of donors to and recipients from the Sick Leave Bank.

9.12.3 A member must meet all of the following requirements:

- A. The member's personal sick leave accumulations must be exhausted;

- B. The need for additional sick leave must be based upon a catastrophic illness, injury, and/or surgery, but shall not include use for normal pregnancy;
 - C. A physician must verify in writing the member's need to be off work.
- 9.12.4 Members who wish to request days from the Sick Leave Bank shall submit a written application to the Oversight Committee. The application shall indicate the date on which the member's personal sick leave accumulation will be exhausted, the reason why the member must be off work, and the number of days up to thirty (30) requested from the Sick Leave Bank. The application must be accompanied by the required written physician's statement. A member may make further requests for withdrawals from the Sick Leave Bank in increments of up to thirty (30) days. The discretion to approve additional withdrawals from the Sick Leave Bank rests with the Oversight Committee. Sick leave days will not be granted for days beyond the end of the school year. A member, however, may make application for withdrawals from the Sick Leave Bank to commence at the beginning of the next contract year. A member who has applied for and been recommended by STRS physician(s) for disability retirement may not apply for days from the Sick Leave Bank so that he/she may extend the date on which he/she will begin his/her STRS disability retirement. However, if a member's disability is denied by the STRS Board, a member may apply for withdrawals from the Sick Leave Bank.
- 9.12.5 Whenever the number of days available in the Sick Leave Bank totals thirty (30) days or less, the Oversight Committee shall solicit donations of additional days from all bargaining unit members. These donations shall be limited to one (1) day per person.
- 9.12.6 All days accumulated in the Sick Leave Bank and not used during a given school year shall be carried over to the next school year.

9.13 **Unpaid Leave**

Teachers shall be permitted to have up to fifteen (15) total days of unpaid leave during the entire term of this Agreement under the conditions specified below:

- 9.13.1 Under normal circumstances, unpaid leave should not be used during the first five (5) days of school, the last five (5) days of school, on parent-teacher conference days, on District-wide in-service days, or on the day before or day after any holiday or vacation period. No more than five (5) members shall use unpaid leave on any day during these restricted times. Applications shall be approved on a first come, first served basis. The Superintendent may approve exceptions.
- 9.13.2 For a leave of five (5) days or more, the teacher must satisfactorily demonstrate to the Superintendent in writing that the unpaid leave request will likely result in some benefit to his/her classroom performance.
- 9.13.3 Unpaid leave requests must be turned in to the Superintendent five (5) days in advance. The Superintendent may consider exceptions.
- 9.13.4 Not more than ten (10) percent of the building or four (4) teachers, whichever is higher, shall use unpaid leave on any given day.

- 9.13.5 Unpaid leave is not to be used as a substitute for sick leave.
- 9.13.6 Teachers who take unpaid leave pursuant to the terms of this Section will have his/her pay reduced by one-one hundred eighty-fourth ($1/184$) for each day missed.
- 9.13.7 It is understood that unpaid leave will be granted to the first five (5) teachers who apply within the time limitations specified in Section 9.13.3 of this Section. It is further understood that teachers desiring such leave are to make sure the Superintendent is in receipt of a written application within the time limitations specified in this Section.

ARTICLE X
SALARY AND FRINGE BENEFITS

10. 1 **College Course Reimbursement**

- 10.1.1 During the contract year which begins August 1 and ends July 31, the Board will make available a supplemental fund of five hundred dollars (\$500) each school year per teacher to a maximum equal to the BA, Step 0 base salary which will be applied toward costs related to college courses he/she has completed, in which a grade of "B" or better is earned, provided he/she is enrolled in courses approved in advance by the Superintendent. Such approval in advance must be secured fourteen (14) days prior to the first day the course begins.
- 10.1.2 A teacher must be employed by the District for two (2) consecutive semesters to be eligible to participate in the above program.
- 10.1.3 If a teacher takes a summer school course, he/she must return to the District in the fall or he/she will not receive reimbursement.
- 10.1.4 Payment for college course reimbursements shall be made two (2) times during the calendar year - in November and March, subject to the maximum set forth in Subsection 10.1.1 above, on a first come/first served basis. No certificated person shall be eligible to receive college course reimbursements for more than one (1) course per semester and summer session.
- 10.1.5 Application for approval and reimbursement shall be made on District forms. (See Appendix I and Appendix J)
- 10.1.6 The employee will provide the Superintendent with a copy of the grade report for the course(s) taken. The Treasurer will be provided with a copy of the registration receipt for the course(s) taken.
- 10.1.7 Advancement on the salary schedule for additional college credit will be granted for the current school year if verification of such additional credits is received by the Superintendent not later than September 30.
- 10.1.8 Employees working less than half-time (20 hours per week) shall not be eligible for the benefits contained in this Section.
- 10.1.9 It is understood that employees who utilize fee certificates to take college coursework shall be reimbursed as if they paid cash to take the college coursework.

10. 2 **Individual/Small Group Instructors Salary, Benefits, and Working Conditions**

- 10.2.1 The hourly rate for I/SG's shall be determined by dividing the appropriate placement on the salary schedule by one hundred eighty (180) days, then dividing that figure by seven (7.0) hours. The appropriate placement on the salary schedule will be as follows:

Less than 20 hours per week	B.A. 0-Step
20 hours or more per week	Based upon experience and education

- 10.2.2 If a student is absent from a scheduled instructional session for any reason other than expulsion or disenrollment, the I/SG shall be paid for the time assigned. The I/SG shall be responsible for using this time block for planning and/or clerical work connected with the job.
- 10.2.3 If school is closed due to inclement weather or other unforeseen conditions, the I/SG shall not suffer loss of salary.
- 10.2.4 I/SG's and/or other hourly employees shall be paid for required building level meetings, in-service meetings, or parent-teacher conferences at their regular rate of pay. ISG's shall be paid at their regular rate of pay for IEP conferences and IEP staffings.
- 10.2.5 I/SG's working twenty (20) hours or more per week on a regular basis shall be entitled to all benefits afforded to teachers in the District.
- 10.2.6 Except for the hourly rates, fringe benefits, and other items pertaining to I/SG's as specified herein, those certificated employees who are employed less than half-time (20 hours per week) and one hundred twenty (120) school days in a given school year shall not be subject to the terms of the negotiated agreement. Such employees shall be:
 - A. Those who are employed solely as summer school teachers, adult education teachers, Saturday school teachers, and homebound tutors.
 - B. Employees of a program that does not require more hours than one-half (1/2) time (20 hours per week) and one hundred twenty (120) days in a given school year.

10. 3 **Insurance Programs**

10.3.1 **Eligibility Provisions**

- A. Employees working less than half-time (20 hours per week) shall not be eligible for the benefits contained in this Section.
- B. All insurances provided pursuant to the Master Agreement shall be subject to the conditions set forth in any insurance contract secured by the Board. However, if the Board elects to change carriers, any new insurance coverage secured shall be no less than identical to the coverage described in this Section.
- C. Unless a properly completed application for insurance(s) is filed with the Treasurer of the Board within thirty-one (31) days of the date the teaching staff member commences active working employment, or returns to active working employment from leave, whichever is applicable, coverage will not be

available until the next open enrollment period as determined by the insurance carrier.

- D. In the event a teaching staff member desires to change from one type of coverage (e.g., single to dependent), the teaching staff member must file a new application with the Treasurer of the Board. For the changed coverage to be effective on the date of the change of marital status of the teaching staff member, the new application must be on file with the Treasurer of the Board before the effective date of the change of marital status. The effective date of changed coverage for application received after the date of change of marital status will be the date such application is received at the office of the insurance carrier.

10.3.2 Insurance Benefits

- A. Hospitalization, Surgical, and Major Medical

Health coverage pursuant to this Agreement shall be subject to the specifications set forth by the Butler County Health Consortium. The Board agrees to provide full coverage for both single, single plus one (1), and family plan medical as provided by the Butler County Health Consortium. The Board will pay ninety (90) percent of the premiums.

The Board shall contribute eighty-five (85) percent of the premiums.

There shall be no increase in the percentage of premiums paid by the Board or employees. Health insurance premiums will be subject to rates as determined by BHP.

In addition, a member enrolling in the BHP Classic Plan shall contribute an additional twenty-five dollars (\$25) per month for the single plan, an additional thirty-five dollars (\$35) per month for the single plus one (1) plan or an additional fifty dollars (\$50) per month for the family plan.

As of August 1, 2011, an employee who is new to the District shall not be able to enroll in the BHP Classic Health Care Plan.

- B. Dual Choice Clause

When a prepaid group practice facility becomes available for use in this area, each individual member of the bargaining unit shall have the option of subscribing to either the negotiated insurance program or the prepaid group practice plan. This may be done only once a year at a designated time. If the monthly cost of the prepaid group practice plan is more than the negotiated insurance program, the individual shall be responsible for paying the difference. The employer shall not be responsible for paying any more per individual member of the bargaining unit toward his/her pre-paid group practice program than is paid toward his/her negotiated insurance coverage.

- C. Dental Insurance

The Board shall purchase dental insurance as offered by the Butler County Health Plan (BCHP) for each member of the bargaining unit, now or hereafter employed during the term of this negotiated agreement, and his/her eligible dependents. The Board shall pay one hundred percent (100%) of the cost of this coverage and any and all increases thereto.

D. Term Life Insurance

The Board shall purchase from a carrier licensed by the State of Ohio group term life insurance for each member of the bargaining unit now or hereafter employed in the amount of twenty thousand dollars (\$20,000). Such insurance shall include provisions for double indemnity in the case of accidental death or dismemberment, disability coverage benefits, and conversion privilege as well as guaranteed insurability. The full cost of the program and any increases thereof shall be paid by the Board.

E. IRS 125 Plan

The benefits provided to employees by Section 125 of the Internal Revenue Act shall be made available to any bargaining unit members so requesting and upon approval by the Internal Revenue Service. The Board shall pay the fees for the Trust Account. Participants in the reimbursement account(s), shall pay the monthly administration fee.

10.3.3 The parties hereto shall reopen the collective bargaining agreement with regard to health insurance in the event that the Butler County Health Insurance Consortium materially alters a common plan for districts within Butler County.

10. 4 **Stipend for Acquisition of National Board Certification**

Bargaining unit members who receive National Board Certification shall receive a \$1,000.00 stipend for three (3) consecutive years while employed in Talawanda based upon proof of completion and certification. This payment shall be retroactive to any bargaining unit members who have received National Board Certification while in the employment of the Talawanda School District.

This stipend is to be used for the purchase of educational supplies, materials, or for the employee's professional development i.e. educational conferences, workshops, including all financial costs incurred from the activities.

The Treasurer will establish an account that the employee can access through the purchase order process.

10. 5 **Payroll Procedures and Deductions**

10.5.1 The salary to which a member is entitled under the individual contract shall be paid in twenty-four (24) equal installments, according to the salary schedule.

- 10.5.2 Members of the bargaining unit shall have the privilege of payroll deductions of organizational dues for the Association and any organizations with which the Association is affiliated and which are affiliated with the Association.
- A. Members shall sign an authorization form requesting payroll deduction of any and all dues and assessments of the Association and its affiliates.
 - B. Such authorization shall continue in effect until such time that said member gives written notice to the Treasurer of the Board to discontinue such deductions or employment with the Board terminates.
 - C. If a member gives written notice to the Treasurer of the Board to discontinue such deductions, the Treasurer shall provide the Treasurer of the Association, within five (5) workdays of such action, the name(s) of said members making such a request.
 - D. Dues will be deducted in ten (10) equal amounts for ten (ten) months of the school year (November to August).
 - E. Those members who join after November 1 of any school year shall have their dues deducted in equal amounts divided over the remaining payrolls of the school year in which they join the Association.
- 10.5.3 Payroll deduction(s) for the AUR Group credit union will be provided by the Board for all members eligible to participate.
- 10.5.4 The Board will provide payroll deduction for all members desiring to participate in a tax sheltered annuity program from any company qualifying under Ohio Revised Code §9.91.
- 10.5.5 The Board will provide payroll deduction for any insurance premiums due for insurance secured through the employer. Effective December 14, 2012, insurance premiums shall be deducted over twenty-four (24) installments
- 10.5.6 Board will provide deductions for any member who makes voluntary contributions to a political party or political action committee.

10. 6 **Retirement Contribution Pick-Up**

The adopted Board policy in effect governing State Teachers Retirement System member contribution pick-up shall be maintained in effect for the duration of this Agreement. This pick-up plan is at no cost to the Board.

10. 7 **Salary**

The salary index and salary for the 2012-2013 contract year shall be set forth in the Appendix K. There shall be no (zero) increase in base salary for the 2012-2013 contract year.

This Agreement does not obligate the Board for wages beyond the 2012-2013 contract year. Base salary and salary schedule issues shall be subject to collective bargaining negotiations pursuant to the reopener provision set forth in Article XI of this Agreement.

10. 8 **Severance Pay**

- 10.8.1 A member who is employed in the District and immediately upon leaving the employ of the District retires and participates in the State Teachers Retirement System (STRS) shall receive severance pay in an amount equal to one-third (1/3) of the member's unused accumulated sick leave, but not to exceed fifty (50) days. Such payment shall be based on the employee's rate of pay at the time of retirement.
- A. If eligible, the Treasurer shall pay all of an employee's severance, up to the limits allowable by law, into an IRS 457 and/or 403(b) plan, selected by the District.
 - B. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time.
 - C. Retirement is defined as disability or retirement from Talawanda City Schools.
 - D. The Board shall pay an employee a one thousand five hundred dollar (\$1,500) incentive stipend when the Board's receives the employee's STRS retirement notice, if the employee serves written notice of retirement, by submitting his/her resignation to the Board, prior to January 15 in the school year in which he/she first becomes eligible to retire under STRS guidelines if he/she is completing the school year or ninety (90) days prior to the effective date of retirement if the effective date of retirement is before April 15.
 - E. The retiring employee must have ten (10) or more years of service within Ohio school districts to be eligible for severance pay.
- 10.8.2 A member with ten (10) years of service in the Talawanda City Schools who dies while in active service of the District is deemed to have retired the day prior to his/her death.

10. 9 **Supplemental Salaries and Supplemental Review Board**

- 10.9.1 The supplemental salary schedules as shown in Appendix L-1 will be in effect for the term of the contract unless modified pursuant to 10.9.6. This Section shall not be construed to mean that the Board cannot add new positions; however, the salaries for new positions will be negotiated.
- 10.9.2 The supplemental contract(s) for extra duty assignment(s) as provided in the Ohio Revised Code, and the minimum job requirements will be issued to members after appointment by the Board. Except for those positions listed in Appendix M, all supplemental contracts are automatically non-renewed pursuant to Ohio law, at the end of each contract year, which means that formal Board action to non-renew said supplemental contracts will not be needed. Failure of the Board to offer a new contract to the individual who last held the supplemental contract will not be for arbitrary or capricious reasons, and it will not affect the teacher's rights under the Master Agreement's non-renewal section or under the law.
- 10.9.3 Unit members who have received a new supplemental contract which has been signed by the District Treasurer and the Board President must sign and return said

supplemental contract to the Superintendent's office within fifteen (15) days after receipt of such. Failure of the unit member to follow this time line will result in the Treasurer's office holding payment until said supplemental contract has been returned.

10.9.4 Administration of the Supplemental Pay Schedule

1. An employee shall advance one (1) step on the Supplemental Salary Schedule with each year of experience in the area which he/she was assigned.
2. Current experience in the same assignment shall apply to the new Supplemental Salary Schedule.
3. The Superintendent may place an employee at a higher step if the employee has had significant experience in the activity.

10.9.5 Extended service days are to be paid at the teacher's per diem rate based on the salary schedule in effect.

10.9.6 Supplemental Review Board

- A. This procedure is designed to provide the opportunity for consideration and review of a supplemental position.
- B. The Review Board will consist of:
 1. Three (3) members appointed by the Superintendent.
 2. Three (3) members appointed by the Association.
- C. The Review Board shall:
 1. Select a chairperson and a recorder.
 2. Receive between February 1 and March 1 requests for:
 - amending job descriptions
 - adding positions
 - deleting positions
 - moving positions from one level to another
 3. Reserve the right to gather additional input.
 4. Screen requests and submit to the Superintendent and Association President those requests which a majority of the Review Board feels has merit.

5. In all cases where a new position is being proposed, recommend a job description and pay level for that position.
6. Require the person making the request to provide a proposed job description in cases where a new position is being requested.
7. The work of the Review Board will be completed on April 1. Recommendations will be for the next school year.
8. No change(s) to the supplementary salary schedule shall become effective unless the Board and the Association mutually agree to the change(s).

10.9.7 Bargaining unit members who are required to stay overnight at a Board-approved outdoor education center (i.e. Camp Glen Helen) will be paid thirty-three dollars and thirty-three cents (\$33.33) for each evening they stay at the center. All teachers who have been requested by the administration to participate will be required to attend the center for the full duration unless exceptions have been agreed upon between the teacher and the administration.

10. 10 **Tuition-Free Enrollment of Teachers' Children**

Bargaining unit members who live out-of-district will be permitted to enroll their children in the Talawanda City School District on a tuition-free basis under the following conditions:

10.10.1 The Superintendent has determined that space is available.

10.10.2 The Superintendent must receive a written application annually by July 1. Extensions to the July 1 deadline may be granted by the Superintendent.

10.10.3 The Board reserves the right to withdraw this employee benefit at the end of any given school year.

ARTICLE XI
COMPLETE AGREEMENT AND DURATION

- 11. 1 This negotiated agreement represents the entire agreement between the parties hereto and no other agreement, either oral or written, unless executed by both parties hereto subsequent to the date of this agreement, shall be effective to bind the parties. Further, both parties agree that they had full and adequate opportunity to present proposals, counterproposals and other demands upon the other and any of these proposals, counterproposals or demands not contained within this negotiated agreement are withdrawn and shall not be the subject of further discussion between the parties during the term of this Agreement.
- 11. 2 This Agreement shall represent the total understanding of the parties. The language in the Agreement shall supersede language from previous Agreements.
- 11. 3 The provisions of this Agreement shall be effective as of August 1, 2012, and shall remain in full force and effect through July 31, 2015.
- 11. 4 There shall be a reopener on wages, health and dental insurance for the second (2nd) and third (3rd) years of the Agreement.
- 11. 5 There shall be a reopener for three (3) language items for each party to the Agreement in the second (2nd) year of the Agreement.

In witness thereof, the parties hereto have set their hands this _____ day of _____ of 2012.

TALAWANDA EDUCATORS' ASSOCIATION



President of the Association

Negotiations Chairperson

TALAWANDA BOARD OF EDUCATION



President of the Board



Superintendent of Schools



Treasurer of the Board

TALAWANDA SCHOOL DISTRICT

CERTIFICATED PERSONNEL GRIEVANCE FORM

Name of Grievant _____ Date Submitted _____
School _____ Name of Principal _____
Grievant accompanied by _____

Section for Grievant: Briefly state the problem, indicating the alleged violation, misinterpretation or misapplication of any provision of this Agreement, including the specific Section of the Agreement.

(If additional space is needed, use additional sheets)

Did grievant have oral discussion with the principal? Yes _____ No _____

What remedy is sought? _____

Date _____ Grievant's Signature _____

Copies to: Principal; Superintendent; TEA; Grievant

Received by _____ Date _____
Principal

PRINCIPAL'S RESPONSE ON BACK

SECTION FOR PRINCIPAL

In answer to the grievance, include the specific Sections of the Agreement which are basis for decision.

Date _____

Principal's Signature

Copies to: Grievant, TEA, Superintendent, Principal

Received by _____
Grievant

Date _____

=====

Appeal Section: I desire to appeal the above decision to the Superintendent.

Date _____

Grievant's Signature

Copies to: Superintendent; Principal; TEA; Grievant

Received by _____
Superintendent

Date _____

SUPERINTENDENT'S RESPONSE ATTACHED

SECTION FOR SUPERINTENDENT

In answer to the grievance, include the specific Sections of the Agreement which are basis for decision.

Date _____

Superintendent's Signature

Copies to: Grievant; TEA; Principal; Superintendent

Received by _____
Grievant

Date _____

=====

Appeal Section: I desire to appeal the above decision to Arbitration.

Date _____

Grievant's Signature

Date _____

TEA's Signature

Received by _____
Superintendent

Date _____

**Observation Forms
For
Teachers Being Evaluated 4 Times a Year**

Phase IB and II Form

Talawanda School District

Date of Observation

Pre-observation Planning Conference

(Mandatory for first observation; optional thereafter)

This form may be used by the teacher to prepare for the conference or by the evaluator to make notes during the conference.

Teacher's Name

Evaluator's Name

Subject/Grade

School

1. Briefly describe the students in this class, including those with special needs.
How will you group these students for instruction?

2. What are your goals for the lesson?
How do these goals relate to broader goals in the discipline or in other disciplines?

3. How do you plan to engage students in the content? What will you do?
What will the students do? What instructional materials or other resources, if any, will you use?

4. How do you plan to assess student achievement of the goals?
What procedures will you use, and how will you use the results?

5. How do you communicate with parents?

Phase IB and II Form Talawanda School District
Classroom Observation Report Domain 1

Teacher's Name	<input type="text"/>	Evaluator's Name	<input type="text"/>
Subject/Grade	<input type="text"/>	Date of Pre-conference	<input type="text"/>
School	<input type="text"/>	Date of Observation	<input type="text"/>

Principal's Summary and Suggestions of Domain 1

Demonstrating Knowledge of Content and Pedagogy

1A	<input type="text"/>	<input type="checkbox"/>
----	----------------------	--------------------------

Demonstrating Knowledge of Students

1B	<input type="text"/>	<input type="checkbox"/>
----	----------------------	--------------------------

Selecting Instructional Goals

1C	<input type="text"/>	<input type="checkbox"/>
----	----------------------	--------------------------

Demonstrating Knowledge of Resources (including district adopted curriculum and materials)

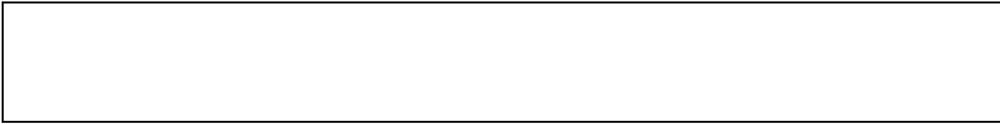
1D	<input type="text"/>	<input type="checkbox"/>
----	----------------------	--------------------------

Designing Coherent Instruction

1E	<input type="text"/>	<input type="checkbox"/>
----	----------------------	--------------------------

Assessing Student Learning

1F



Phase IB and II Form Talawanda School District
Classroom Observation Report Domain 2

Teacher's Name	<input type="text"/>	Evaluator's Name	<input type="text"/>
Subject/Grade	<input type="text"/>	Date of Pre-conference	<input type="text"/>
School	<input type="text"/>	Date of Observation	<input type="text"/>

Principal's Summary and Suggestions of Domain 2

Creating an Environment of Respect and Rapport		
2A	<input type="text"/>	<input type="checkbox"/>
Establishing a Culture for Learning		
2B	<input type="text"/>	<input type="checkbox"/>
Managing Classroom Procedure		
2C	<input type="text"/>	<input type="checkbox"/>
Managing Student Behavior		
2D	<input type="text"/>	<input type="checkbox"/>

**Phase IB and II Form Talawanda School District
Classroom Observation Report Domain 3**

Teacher's Name	<input type="text"/>	Evaluator's Name	<input type="text"/>
Subject/Grade	<input type="text"/>	Date of Pre-conference	<input type="text"/>
School	<input type="text"/>	Date of Observation	<input type="text"/>

Principal's Summary and Suggestions of Domain 3

Communicating Clearly and Accurately	
3A	<input type="checkbox"/>
Using Questioning and Discussion Techniques	
3B	<input type="checkbox"/>
Engaging Students in Learning	
3C	<input type="checkbox"/>
Providing Feedback to Students	
3D	<input type="checkbox"/>
Demonstrating Flexibility and Responsiveness	
3E	<input type="checkbox"/>

TALAWANDA SCHOOL DISTRICT
Teacher Evaluation Document Phase IB and II

APPENDIX B-3

Phase IB and II Form

Teacher's Name

School

Evaluator's Name

School Year

Dates of Observation

Instructions: Please rate the teacher's performance on any of the nineteen criteria for which you feel you have appropriate data. Please use the following scale:

N = NEEDS IMPROVEMENT B = BASIC P = PROFICIENT D = DISTINGUISHED O = NOT OBSERVED

DOMAIN 1: Planning and Preparation

- 1A Demonstrating Knowledge of Content and Pedagogy
- 1B Demonstrating Knowledge of Students
- 1C Selecting Instructional Goals
- 1D Demonstrating Knowledge of Resources
- 1E Designing Coherent Instruction
- 1F Assessing Student Learning

DOMAIN 2: The Classroom Environment

- 2A Creating an Environment of Respect and Rapport
- 2B Establishing a Culture for Learning
- 2C Managing Classroom Procedure
- 2D Managing Student Behavior

DOMAIN 3: Instruction

- 3A Communicating Clearly and Accurately (goals, questions, expectations, instructions)
- 3B Using Questioning and Discussion Techniques
- 3C Engaging Students in Learning
- 3D Providing Feedback to Students
- 3E Demonstrating Flexibility and Responsiveness

DOMAIN 4: Professional Responsibilities

- 4A Reflecting on Teaching
- 4B Maintaining Accurate Records
- 4C Contributing to the School District
- 4D Growing and Developing Professionally

This document is based on the work of Charlotte Danielson in Teacher Evaluation: To Enhance Professional Practice (2000).

Phase IB and II Form Talawanda School District
Teacher Evaluation Document Phase IB and II Pg. 2

Teacher's Name Date of Observation

EVALUATOR'S SUMMARY AND COMMENTS ON TEACHER'S PROGRESS:

Principal's signature

Date

Teacher's signature

Date

(The teacher's signature indicates completion of the evaluation process, and does not necessarily indicate agreement with the evaluation. The teacher may attach a written response to the evaluation.)

**Observation Forms
For
Evaluation Conference I and II**

**Phase IB and II Form Talawanda School District
Classroom Observation Report Domain 4**

APPENDIX B-4

Teacher's Name	<input type="text"/>	Evaluator's Name	<input type="text"/>
Subject/Grade	<input type="text"/>	Date of Pre-conference	<input type="text"/>
School	<input type="text"/>	Date of Observation	<input type="text"/>

Principal's Summary and Suggestions of Domain 4

Reflecting on Teaching		
4A	<input type="text"/>	<input type="checkbox"/>
Maintaining Accurate Records		
4B	<input type="text"/>	<input type="checkbox"/>
Contributing to the School District		
4C	<input type="text"/>	<input type="checkbox"/>
Growing and Developing Professionally		
4D	<input type="text"/>	<input type="checkbox"/>

Phase IB and II Form Talawanda School District
Teacher Evaluation Document Phase IB and II Pg. 2

Teacher's Name Date of Observation

EVALUATOR'S SUMMARY AND COMMENTS ON TEACHER'S PROGRESS:

Principal's signature

Date

Teacher's signature

Date

(The teacher's signature indicates completion of the evaluation process, and does not necessarily indicate agreement with the evaluation. The teacher may attach a written response to the evaluation.)

**Talawanda School District
School Counselor Performance/Evaluation Report**

Name: _____
 Evaluator: _____
 School: _____ Observation due: _____
 Evaluation: _____ Contract Status: _____

		Obs #1	Obs #2	Obs #3	Eval
GOALS:	Time				
	Date				
	Activity				

A. Counseling Service

1. Coordinates special activities related to careers or other special school programs.
2. Provides individual counseling services as referred and maintains a record of the same.
3. Works with staff to help plan and implement appropriate student intervention activities.
4. Meets individually with students to assist in areas of personal/social development.
5. Provides classroom guidance sessions using appropriate materials as requested.
6. Works with the intervention team to develop and implement counseling strategies.
7. Follows-up on lengthy student absences.
8. Initiates contacts with parents and is available and accessible for parent meetings.
9. Provides consultative services to students, teachers, parents and other agencies.
10. Initiates action to assist students encountering education/social/emotional problems.
11. Treats all students as individuals of self-worth with individual needs, interests, and abilities.
12. Coordinates and implements the Guidance Course of Study.
13. Provides individual student counseling for program and course selection.

B. Student Appraisal Service

1. Coordinates the administration of standardized tests as directed by the administration.
2. Assists students, parents, teachers and administrators in the interpretation of test scores.
3. Recommends intervention services as student needs warrant.
4. Provides information and application forms for the ACT and SAT test.
5. Monitors progress toward graduation.
6. Processes and interprets interim and/or deficiency reports to parents as needed.

Level of Performance:

- | | | |
|-------------------|----------------------|-----------------------|
| 1. Unsatisfactory | 2. Needs Improvement | 3. Meets Expectations |
| 4. Proficient | 5. Distinguished | 6. N/A |
- *Target Area

C. Placement and Information Services

1. Assists teachers in securing resources for classroom presentations.
2. Conducts building orientation sessions for all students.
3. Cooperates with school personnel in developing career/technical programs.
4. Helps follow-up on services for special needs students.
5. Makes referrals, as appropriate, to outside agencies.
6. Serves as a resource for staff on counseling functions and related topics.
7. Assists with the orientation and placement of new students.
8. Assists students with the completion of college, military and job applications.
9. Conducts meetings concerning college admissions, financial aid, scholarships and deadlines.
10. Assists students with the Post-Secondary Options Program.
11. Counsels individually with students on careers and other post-graduation options.
12. Makes student schedule and record adjustments.
13. Processes applications and records of students attending the career/technical center.
14. Processes transcripts for student transfers and college placements.
15. Registers and schedules incoming new students.

D. Evaluation and Planning

1. Cooperates with staff and outside agencies.
2. Maintains an ongoing effort to improve program services.
3. Makes decisions only after considering all aspects of the situation.
4. Sets priorities for the tasks to be performed.
5. Manages routine to avoid confusion.
6. Carries out functions in an orderly manner.

E. Personal and Professional Attributes

1. Assumes personal responsibility for professional growth and continuing education.
2. Dress and grooming are professional and appropriate for planned activities.
3. Member of building Talawanda Intervention Program (TIP) and makes parent contacts as needed.
4. Uses proper oral and written language.
5. Is industrious and shows initiative.
6. Follows and supports established programs, policies, and procedures.
7. Promptly submits reports and follows through on assigned tasks.
8. Is willing to serve on District/building committees and support educational programs.
9. Displays a warm, caring, and sincere interest in all students.
10. Shows respect for and works cooperatively with all staff members and administration.
11. Is discrete and professional in all communications.
12. Office environment is generally neat, attractive, and inviting.
13. Speaks in a professional, courteous tone, avoids sarcasm, and ridicule.
14. Maintains a good attendance record and arrival time at assigned duty stations.
15. Strives to improve District programs.

Level of Performance:

- | | | | |
|--------------------------|-----------------------------|------------------------------|---------------------|
| 1. Unsatisfactory | 2. Needs Improvement | 3. Meets Expectations | |
| 4. Proficient | 5. Distinguished | 6. N/A | *Target Area |

TALAWANDA SCHOOL DISTRICT
Nurse Performance/Evaluation Report

Nurse _____
Evaluator _____
School _____
Contract Status _____
Observations Due _____

	Obs #1	Obs #2	Obs #3	Eval
Date				
Activity				
Time Period				

	Obs #1	Obs #2	Obs #3	Eval
A. Health Assessment				
1. Maintains a confidential school health record for each pupil.				
2. Conducts appropriate health screenings.				
3. Obtains the pupil's health history in situations where necessary.				
4. Reviews existing medical and dental examination reports				
5. Consults with staff and other professionals regarding observations of pupil health status.				
6. Informs appropriate school staff about health information or personal health concerns.				
7. Interprets the nature and significance of health problems to assist the pupil and parent to assume responsibility for obtaining care.				
8. Maintains and interprets information about the health care resources available and promotes appropriate contact with the agency or provider.				
9. Follows up to determine that the pupil's health needs received professional care and school adjustments recommended by the health care provider are understood by the school staff.				
B. Illness and Injury				
1. Assesses each pupil's immunization status and facilitates compliance with state laws.				
2. Follows state and local recommendations and guidelines regarding communicable diseases.				
3. Screens pupils as needed for nuisance health problems.				
4. Plans in-service as necessary for school faculty regarding control of communicable diseases.				
5. Maintains documentation of student visits and actions taken.				
6. Provides in-service to faculty and staff regarding care of illness and injury when necessary.				
7. Reviews current emergency medical authorization forms for each student.				
8. Provides for safe and adequately supplied clinic.				
9. Periodically reviews and recommends changes in procedures related to medical and dental emergencies, including who is responsible for first aid when the nurse is not in the building.				
C. Health Education and School Environment				
1. Serves as a member of the health curriculum committee.				
2. Provides sources for health related information and resource materials.				
3. Participates in classroom health instruction when requested.				
4. Serves as a resource person to the classroom teacher.				
5. Uses health service activities as instructional opportunities for parents, students, and staff.				
6. Monitors accident reports to determine hazardous practices or locations of accident.				
7. Participates in assessment of safety of school environment.				
8. Confers with appropriate people where specific hazards exist.				
D. Special Needs				
1. Reports suspected cases of child abuse and neglect and documents these cases objectively.				
2. Assists other personnel toward understanding child abuse and neglect to assure that these families receive appropriate services.				
3. Identifies pupils with chronic illnesses and determines their current health status and school adjustment needs.				
4. Obtains appropriate health care instructions from the health provider and parents.				
5. Communicates the nature of the pupil's chronic illness, special needs and recommendations for classroom management to school personnel.				
6. Furnishes relevant health information for the initial assessment and the evaluation process to determine a pupil's need for special education and related services.				
7. Provides health information and makes special recommendations related to the health problems of the pupils at I.E.P. conferences when requested.				
8. Assists the school staff and pupils to understand the needs of students with handicaps.				
9. Provides parental instruction and counseling related to the needs of their child.				
E. Personal and Professional Attributes				
1. Assumes personal responsibility for professional growth and continuing education.				
2. Dress and grooming are professional and appropriate for planned activities.				
3. Serves as a member of the building's IAT as student needs dictate.				
4. Uses proper oral and written language.				
5. Is industrious and shows initiative.				
6. Follows and supports established programs, policies and procedures.				
7. Promptly submits reports and follows through on assigned tasks.				
8. Is willing to serve on district/building committees and other extra-curricular functions.				
9. Displays a warm, caring, and sincere interest in all students.				
10. Shows respect for and works cooperatively with all staff members and administration.				
11. Is discrete and professional in all communications.				
12. Participates in professional organizations and community groups concerned with improving children's health.				
13. Promotes school health services as a positive influence on community health standards.				
14. Evaluates and improves school health programs.				
15. Maintains a good attendance record and arrival at assigned duty stations is prompt and timely.				
Response Key				
1 – Satisfactory	2 – Target Area	3 – Needs Improvement	4 – Unsatisfactory	5 – Not Applicable



TALAWANDA SCHOOL DISTRICT

**PERSONAL LEAVE FORM
FOR CERTIFICATED PERSONNEL**

Name _____ Date _____

School _____ Number of Days Requested _____

Date(s) of Personal Leave: Beginning _____ through _____

Unrestricted Personal Leave Requested

9.8 Personal Leave

9.8.1 Three (3) days of unrestricted personal leave with pay, shall be granted to employees annually. An employee may carry forward up to two (2) days of unused personal leave, not to exceed the use of more than five (5) days in any given school year. The use of this personal leave is subject to the following conditions:

- A. Written requests for the use of all personal leave days on the Board-approved personal leave form shall be given to the principal, who will make a recommendation to the Superintendent five (5) workdays prior to the leave. The Superintendent will make a final decision on all personal leave requests.
- B. Except in cases of emergency, unrestricted personal leave is not to be used during the first ten (10) days of school, during assessment week(s), or on parent-teacher conference days or District-wide in-service days pursuant to Section 8.20.2. The Superintendent may approve exceptions to the restrictions in this subsection.
- C. Except in cases of emergency and/or unusual circumstances, not more than ten percent (10%) of the teachers in one (1) school or four (4) total teachers in one (1) building, whichever is greater, will be granted personal leave for the same day. The Superintendent may approve exceptions.
- D. Employees requesting personal leave will not be required to give verbal reasons for the request, unless the request falls at times subject to the restrictions of this section of the Agreement.
- E. The Superintendent may grant additional unpaid personal leave days. The decision to grant or not grant unpaid personal leave days shall not be subject to a grievance or unfair labor practice.

Employee's Signature Date

Principal's Signature Date

Approved _____ Denied _____

Superintendent's Signature Date

TALAWANDA SCHOOL DISTRICT

PROFESSIONAL MEETING REQUEST FORM

Name _____ School _____ Today's Date _____

Date(s) of meeting/visitation: _____

Location of meeting/visitation: _____

Nature of conference, professional meeting or visitation day. Briefly describe:

Estimated Expenses

Mileage _____ miles @ current IRS Rate \$ _____

Plane, bus, train, and/or taxi fares \$ _____

Registration fees \$ _____

Meals \$ _____

Parking \$ _____

Lodging (Only for locations beyond one hundred (100) miles from Oxford.
The Superintendent may consider exceptions)..... \$ _____

TOTAL ESTIMATED EXPENSES \$ _____

Employee's Signature Date

Principal's Signature of Recommendation Date

Superintendent's Signature of Approval Date

The applicant must pay all expenses; submit the receipts along with the **Professional Meeting Reimbursement Request Form** for reimbursement within 30 days of the meeting/conference.

(See reverse side for important additional information)

Professional Meetings

- 9.10.1 Expenses for members of the Talawanda Educators Association bargaining unit for travel, meals, and/or training in conjunction with their duties will be paid by the Treasurer on behalf of the Board for a maximum of up to three (3) days as follows:
- A. Registration fees or charges for conferences, conventions, seminars, workshops, and training shall be paid.
 - B. A daily per diem allowance will be made in accordance with the Meal and Incidental Expense (M&IE) rate as published in the Internal Revenue Service Publication 1542 for all overnight travel. A per diem of eight dollars (\$8.00) for lunch for a one (1) day seminar or training program will be provided when lunch is not included in the registration cost of that seminar or training program.
 - C. Mileage shall be paid at the then current rate allowed by the Internal Revenue Service for the standard mileage rate deduction for income tax purposes, provided that such mileage reimbursement shall not exceed the cost of round trip airfare to the seminar or program if vehicle mileage for the found trip exceeds five hundred (500) miles.
 - D. Standard-rate, single-occupancy hotel or motel charge shall be paid.
 - E. Public transportation and rental vehicle expenses shall be paid.
 - F. The Board will pay meal and registration costs for attendance at meetings of local and community not-for-profit organizations for members approved in advance by the Superintendent or designee, when meetings are attended as representatives of the District, in amounts not to exceed twenty-five dollars (\$25.00) per meeting. Charitable donations and/or fundraising expenses are not reimbursable.
- 9.10.2 Reimbursement requests are to be made on the Board-approved reimbursement request form. (See Appendix E) Checks may be issued in advance for the attendance of a member for items specified in subsections (A), (B), and (D) hereof if approved by the Superintendent or designee. Expenses shall be verified by the member submitting itemized expenses with receipts for items specified in subsections (A), (C), (D), and (E) with thirty (30) days of completion of the seminar or program. Item (B) may be paid only when item (D) is required. Itemized receipts for item (B) are not required.
- 9.10.3 In the event of overpayment of estimated expenses, the member shall deliver payment for the difference when filing his or her expenses. In the event of underpayment, the Board shall issue a check for the difference within forty-five (45) days after the filing of the itemized expenses.
- 9.10.4 All travel expenses and registration fees or charges for all training or seminars must be approved by the Superintendent or designee for all members. The Superintendent or designee reserves the right to approve travel expenses at a rate less than specified in this policy where limited resources are available. Should the Board determine that the payment of professional meetings be eliminated, the Superintendent may approve professional days for members by providing substitutes and no additional compensation. It will be the responsibility of the Treasurer to monitor all expenses, reports, and reimbursements in accordance with this policy. Gratuities are excluded from reimbursement.
- 9.10.5 This provision does not apply to or provide for tuition reimbursement for the cost of higher education of any member and does not supersede or affect any other contractual obligation of the Board.
- 9.10.6 Requests for attendance at professional meetings must be submitted through the principal to the Superintendent on the Board-approved professional meeting request form. (See Appendix D) Such requests must reach the Superintendent not later than (2) weeks prior to the date of departure. The Superintendent shall respond to the request within ten (10) days of the receipt of such request. Failure to respond shall be sign of approval.
- 9.10.7 Visitation of other classrooms will be considered as a proper professional leave request.
- 9.10.8 Written reports of meetings attended may be required by the Superintendent. Additionally, members are expected to share with their colleagues the information they have learned at approved conferences, conventions, seminars, workshops, and training.
- 9.10.9 Additional professional meeting days and compensation may be granted by the Superintendent where special circumstances exist.
- 9.10.10 Building Level Councils shall monitor the use of Professional Meeting Leave to ensure equitable use among members of the bargaining unit.

TALAWANDA SCHOOL DISTRICT

PROFESSIONAL MEETING REIMBURSEMENT REQUEST FORM

Name _____ School _____ Today's Date _____

Date(s) of meeting/visitation: _____

Location of meeting/visitation: _____

Actual Expenses

Mileage _____ miles @ current IRS Rate \$ _____

Plane, bus, train, and/or taxi fares \$ _____

Registration fees \$ _____

Meals \$ _____

Parking \$ _____

Lodging (Only for locations beyond one hundred (100) miles from Oxford.
The Superintendent may consider exceptions)..... \$ _____

TOTAL ACTUAL EXPENSES \$ _____

=====

ALLOWABLE EXPENSES \$ _____

Employee's Signature Date

Principal's Signature of Recommendation Date

Superintendent's Signature of Approval Date

Itemized bills and/or receipts must be attached before reimbursement can be made. Cancelled checks cannot be accepted for receipts.

(See reverse side for important additional information)

Professional Meetings

- 9.10.1 Expenses for members of the Talawanda Educators Association bargaining unit for travel, meals, and/or training in conjunction with their duties will be paid by the Treasurer on behalf of the Board for a maximum of up to three (3) days as follows:
- A. Registration fees or charges for conferences, conventions, seminars, workshops, and training shall be paid.
 - B. A daily per diem allowance will be made in accordance with the Meal and Incidental Expense (M&IE) rate as published in the Internal Revenue Service Publication 1542 for all overnight travel. A per diem of eight dollars (\$8.00) for lunch for a one (1) day seminar or training program will be provided when lunch is not included in the registration cost of that seminar or training program.
 - C. Mileage shall be paid at the then current rate allowed by the Internal Revenue Service for the standard mileage rate deduction for income tax purposes, provided that such mileage reimbursement shall not exceed the cost of round trip airfare to the seminar or program if vehicle mileage for the found trip exceeds five hundred (500) miles.
 - D. Standard-rate, single-occupancy hotel or motel charge shall be paid.
 - E. Public transportation and rental vehicle expenses shall be paid.
 - F. The Board will pay meal and registration costs for attendance at meetings of local and community not-for-profit organizations for members approved in advance by the Superintendent or designee, when meetings are attended as representatives of the District, in amounts not to exceed twenty-five dollars (\$25.00) per meeting. Charitable donations and/or fundraising expenses are not reimbursable.
- 9.10.2 Reimbursement requests are to be made on the Board-approved reimbursement request form. (See Appendix E) Checks may be issued in advance for the attendance of a member for items specified in subsections (A), (B), and (D) hereof if approved by the Superintendent or designee. Expenses shall be verified by the member submitting itemized expenses with receipts for items specified in subsections (A), (C), (D), and (E) with thirty (30) days of completion of the seminar or program. Item (B) may be paid only when item (D) is required. Itemized receipts for item (B) are not required.
- 9.10.3 In the event of overpayment of estimated expenses, the member shall deliver payment for the difference when filing his or her expenses. In the event of underpayment, the Board shall issue a check for the difference within forty-five (45) days after the filing of the itemized expenses.
- 9.10.4 All travel expenses and registration fees or charges for all training or seminars must be approved by the Superintendent or designee for all members. The Superintendent or designee reserves the right to approve travel expenses at a rate less than specified in this policy where limited resources are available. Should the Board determine that the payment of professional meetings be eliminated, the Superintendent may approve professional days for members by providing substitutes and no additional compensation. It will be the responsibility of the Treasurer to monitor all expenses, reports, and reimbursements in accordance with this policy. Gratuities are excluded from reimbursement.
- 9.10.5 This provision does not apply to or provide for tuition reimbursement for the cost of higher education of any member and does not supersede or affect any other contractual obligation of the Board.
- 9.10.6 Requests for attendance at professional meetings must be submitted through the principal to the Superintendent on the Board-approved professional meeting request form. (See Appendix D) Such requests must reach the Superintendent not later than (2) weeks prior to the date of departure. The Superintendent shall respond to the request within ten (10) days of the receipt of such request. Failure to respond shall be sign of approval.
- 9.10.7 Visitation of other classrooms will be considered as a proper professional leave request.
- 9.10.8 Written reports of meetings attended may be required by the Superintendent. Additionally, members are expected to share with their colleagues the information they have learned at approved conferences, conventions, seminars, workshops, and training.
- 9.10.9 Additional professional meeting days and compensation may be granted by the Superintendent where special circumstances exist.
- 9.10.10 Building Level Councils shall monitor the use of Professional Meeting Leave to ensure equitable use among members of the bargaining unit.

TALAWANDA SCHOOL DISTRICT

SICK LEAVE FORM
FOR CERTIFICATED PERSONNEL

Name _____ Today's Date _____

School _____ Number of Days Requested _____

Date(s) of Sick Leave: Beginning _____ through _____

Type of Sick Leave (Check one)

_____ Illness or injury of employee, spouse or child.

_____ Exposure to contagious disease until quarantine is lifted or danger removed.

_____ Death of father, father-in-law, mother, mother-in-law, spouse, child, ward, grandchild or a person who lives continuously with the employee as a member of his/her immediate family.

_____ Death of sister, brother, sister-in-law, brother-in-law, aunt, uncle, grandparent, stepparents, or stepchildren -- five (5) days maximum. Additional days may be granted by the Superintendent.

_____ Illness due to pregnancy.

_____ Serious illness in the employee's immediate family which includes father, mother, or a person who lives continuously with the employee as a member of his/her immediate family -- until the crisis has passed. The Superintendent shall grant exceptions to this when the employee is the caretaker of another individual whose presence is necessary as certified by the ill person's attending physician.

_____ Adoption -- two (2) weeks for infants up to two (2) years of age.

The signature below indicates that the leave requested and that the use of the leave is in keeping with the TEA Master Agreement.

Employee's Signature Date

Superintendent's Signature of Approval Date

(See reverse side for important additional information)

If medical attention was required, complete the following:

Physician's Name

Address

Date(s) Consulted

THIS FORM SHALL NOT BE CONSTRUED TO WAIVE THE PHYSICIAN - PATIENT PRIVILEGE PROVIDED BY SECTION 2317.01 OF THE REVISED CODE.

Sick Leave

- A. At the completion of the fifth month of service and the completion of each month of service thereafter, one and one-fourth (1-1/4) days of sick leave shall be credited to the sick leave account of the employee for the actual number of months of service rendered, up to a maximum of one hundred eighty-eight (188) days. A retiring employee who has accumulated the maximum number of sick leave days and who serves notice on the District that he/she is retiring shall be granted up to fifteen (15) days of sick leave above the maximum to draw upon under the provisions of this Section of the Agreement. However, if any such employee's sick leave usage exceeds five (5) days during the year prior to his/her retirement, he/she may be required to provide the District with a doctor's verification for the use of sick leave.
- B. The same accrual of one and one-fourth (1-1/4) days per month shall continue during the use of sick leave, provided the employee has not been officially separated from the present payroll.
- C. Sick leave shall be allowed teachers for periods not to exceed their accumulated sick leave account but with the limitations hereinafter stipulated in Section 9.11.6. of the TEA Master Agreement.
- D. Employees shall be required to sign a District form which certifies the use of sick leave. Failure to submit said form will result in pay being withheld for the pay period in question. Attached to the paycheck shall be a notice from the Treasurer's office stating that the pay has been withheld because the Treasurer's office failed to receive the employee's sick leave form. The notice will further state that if the Treasurer's office has not received the sick leave form within fourteen (14) days following receipt of the notice, the day in question shall be designated as an unpaid leave day. The employee may be asked to list the name of the physician, if one has been seen by the employee during the illness, as prescribed by Ohio Revised Code §3319.41.
- E. Deductions of sick leave due to use will be in one-half (1/2) day blocks as follows: up to four (4) hours, one-half (1/2) day; over four (4) hours, one (1) full day.
- F. When an employee has exhausted his/her sick leave, the employee may request of the Superintendent an advancement of sick leave days. When the Superintendent has reason to believe that the employee will repay the advanced leave, an advancement of up to five (5) days shall be granted.

Note: Falsification of a statement justifying sick leave payment is grounds for suspension or termination of employment under Ohio Revised Code §3319.081 and §3319.16,.

TALAWANDA SCHOOL DISTRICT

SICK LEAVE BANK DONATION FORM

The Board of Education and the Talawanda Educator’s Association (TEA) have agreed to establish a Sick Leave Bank. This bank will provide for additional days of sick leave for members of the bargaining unit represented by the TEA. Between September 1 and October 1 of each school year each member in the bargaining unit will be given the opportunity to donate up to five (5) days of his/her personal sick leave accumulation to the Sick Leave Bank. All donations will be made by completing the Sick Leave Bank Donation Form. Deductions from an employee’s accumulated sick leave will occur and appear on the pay stub by the second pay in October.

Information regarding how the Sick Leave Bank will be managed and how requests will be processed are on the back of this form. Please review this information carefully. Leave donations cannot be refunded to your account. This donation is for the current school year only.

Employees who decide to participate should complete the form below and return it to the Treasurer’s office no later than October 19, of each school year.

I have read the above information and agree to donate _____ days to the Sick Leave Bank.

Date

Employee (please print)

Signature

ADMINISTRATION OF THE SICK LEAVE BANK

A Sick Leave Bank Oversight Committee shall be responsible for handling all transactions related to the operation of said Sick Leave Bank. The committee shall consist of two (2) representatives appointed by the Superintendent and three (3) representatives appointed by the TEA President, one which shall be a District nurse. The duties of the Oversight Committee shall include the following:

- a. Distribution and collection of the Sick Leave Bank Donation Forms each school year during the month of September.
- b. Recording of all donations and submission of a list of all donations to the Board Treasurer's office.
- c. Processing of all requests for use of days in the Sick Leave Bank (receipt of requests, notification of Board Treasurer's office, etc.)
- d. Monitoring of all usage of days from the Sick Leave Bank.
- e. Solicitation of additional donations when the Sick Leave Bank is nearing depletion.

The Sick Leave Oversight Committee shall perform its duties in a manner, which respects the confidentiality of donors to and recipients from the Sick Leave Bank.

ELIGIBILITY FOR USE OF SICK LEAVE BANK

A member must meet all of the following requirements:

- a. The member's personal sick leave accumulations must be exhausted.
- b. The need for additional sick leave must be based upon catastrophic illness, injury, and/or surgery, but shall not include use for normal pregnancy.
- c. A physician must verify, in writing, the member's need to be off work.

Members who wish to request days from the Sick Leave Bank shall submit a written application to the Oversight Committee. The application shall indicate the date on which the member's personal sick leave accumulation will be exhausted, the reason why the member must be off work, and the number of days up to thirty (30) requested from the Sick Leave Bank. The application must be accompanied by the required written physician's statement. A member may make further requests for withdrawals from the Sick Leave Bank in increments of up to thirty (30) days. The discretion to approve additional withdrawals from the Sick Leave Bank rests with the Oversight Committee. Sick leave days will not be granted for days beyond the end of the school year. A member, however, may make application for withdrawals from the Sick Leave Bank to commence at the beginning of the next contract year. A member who has applied for and been recommended by STRS physician(s) for disability retirement may not apply for days from the Sick Leave Bank so that he/she may extend the date on which he/she will begin his/her STRS disability retirement. However, if a member's disability is denied by the STRS Board, a member may apply for withdrawals from the Sick Leave Bank.

Whenever the number of days available in the Sick Leave Bank totals thirty (30) days or less, the Oversight Committee shall solicit donations of additional days from all bargaining unit members. These donations shall be limited to one day per person.

All days accumulated in the Sick Leave Bank and not used during a given school year shall be carried over to the next school year.

TALAWANDA SCHOOL DISTRICT
SICK LEAVE BANK DISTRIBUTION
REQUEST FORM

Name _____

I am requesting _____ number of days from the Sick Leave Bank.

Estimated duration of illness _____

Explanation of illness:

_____ Attached is my physician's statement regarding this illness.

I have applied to the Superintendent for an advance against my unearned sick leave under the Master Agreement, Section 9.11.9 and was advanced _____ days of my unearned sick leave.

Signed _____ Date _____

Social Security # ____ / ____ / ____

TO: TREASURER / PAYROLL DEPARTMENT

The above employee has been approved by the Sick Leave Bank Oversight

Committee to borrow _____ days from the Sick Leave Bank.

Signed _____
(Representative, Sick Leave Bank Committee)

Date _____

ADMINISTRATION OF THE SICK LEAVE BANK

A Sick Leave Bank Oversight Committee shall be responsible for handling all transactions related to the operation of said Sick Leave Bank. The committee shall consist of two (2) representatives appointed by the Superintendent and three (3) representatives appointed by the TEA President, one which shall be a District nurse. The duties of the Oversight Committee shall include the following:

- a. Distribution and collection of the Sick Leave Bank Donation Forms each school year during the month of September.
- b. Recording of all donations and submission of a list of all donations to the Board Treasurer's office.
- c. Processing of all requests for use of days in the Sick Leave Bank (receipt of requests, notification of Board Treasurer's office, etc.)
- d. Monitoring of all usage of days from the Sick Leave Bank.
- e. Solicitation of additional donations when the Sick Leave Bank is nearing depletion.

The Sick Leave Oversight Committee shall perform its duties in a manner, which respects the confidentiality of donors to and recipients from the Sick Leave Bank.

ELIGIBILITY FOR USE OF SICK LEAVE BANK

A member must meet all of the following requirements:

- a. The member's personal sick leave accumulations must be exhausted.
- b. The need for additional sick leave must be based upon catastrophic illness, injury, and/or surgery, but shall not include use for normal pregnancy.
- c. A physician must verify, in writing, the member's need to be off work.

Members who wish to request days from the Sick Leave Bank shall submit a written application to the Oversight Committee. The application shall indicate the date on which the member's personal sick leave accumulation will be exhausted, the reason why the member must be off work, and the number of days up to thirty (30) requested from the Sick Leave Bank. The application must be accompanied by the required written physician's statement. A member may make further requests for withdrawals from the Sick Leave Bank in increments of up to thirty (30) days. The discretion to approve additional withdrawals from the Sick Leave Bank rests with the Oversight Committee. Sick leave days will not be granted for days beyond the end of the school year. A member, however, may make application for withdrawals from the Sick Leave Bank to commence at the beginning of the next contract year. A member who has applied for and been recommended by STRS physician(s) for disability retirement may not apply for days from the Sick Leave Bank so that he/she may extend the date on which he/she will begin his/her STRS disability retirement. However, if a member's disability is denied by the STRS Board, a member may apply for withdrawals from the Sick Leave Bank.

Whenever the number of days available in the Sick Leave Bank totals thirty (30) days or less, the Oversight Committee shall solicit donations of additional days from all bargaining unit members. These donations shall be limited to one day per person.

All days accumulated in the Sick Leave Bank and not used during a given school year shall be carried over to the next school year.

TALAWANDA SCHOOL DISTRICT

COLLEGE TUITION REIMBURSEMENT REQUEST FORM

Name _____ School _____ Today's Date _____

Date(s) of College Course: _____ through _____

Name and Location of college: _____

<u>Full Name of Course(s)</u>	<u>Course Number</u>	<u>Hours (Indicate Sem. or Qtr.)</u>	<u>Tuition Cost</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
	College General Fee cost		\$ _____
	TOTAL COSTS		\$ _____

Indicate reasons for enrolling in the above course(s):

 Employee's Signature Date

 Superintendent's Signature of Approval Date

Upon completion of course work, grade sheets and receipts for payment must be turned in to the Treasurer's Office.

Please accompany this application with a purchase order.

(See reverse side for important additional information)

College Tuition

During the contract year which begins August 1 and ends July 31, the Board will make available a supplemental fund of five hundred dollars (\$500) each school year per teacher to a maximum equal to the BA, Step 0 base salary which will be applied toward costs related to college courses he/she has completed, in which a grade of "B" or better is earned, provided he/she is enrolled in courses approved in advance by the Superintendent. Such approval in advance must be secured fourteen (14) days prior to the first day the course begins.

A teacher must be employed by the District for two (2) consecutive semesters to be eligible to participate in the above program.

If a teacher takes a summer school course, he/she must return to the District in the fall or he/she will not receive reimbursement.

Payment for college course reimbursements shall be made two (2) times during the calendar year -- in November and March, subject to the maximum set forth in Subsection 10.1.1 of the Master Agreement, on a first come/first served basis. No certificated person shall be eligible to receive college course reimbursements for more than one (1) course per semester and summer session.

Application for approval and reimbursement shall be made on District forms.

The employee will provide the Superintendent with a copy of the grade report for the course(s) taken. The Treasurer will be provided with a copy of the registration receipt for the course(s) taken.

Advancement on the salary schedule for additional college credit will be granted for the current school year if verification of such additional credits is received by the Superintendent not later than September 30.

Employees working less than half-time (20 hours per week) shall not be eligible for the benefits contained in the Master Agreement.

It is understood that employees who utilize fee certificates to take college coursework shall be reimbursed as if they paid cash to take the college coursework.

TALAWANDA SCHOOL DISTRICT
COLLEGE TUITION REQUEST FORM

Name _____ School _____ Today's Date _____

Date(s) of College Course: _____ through _____

Name and Location of college: _____

<u>Full Name of Course(s)</u>	<u>Course Number</u>	<u>Hours (Indicate Sem. or Qtr.)</u>	<u>Tuition Cost</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
	College General Fee cost		\$ _____
	TOTAL COSTS		\$ _____

=====

ALLOWABLE EXPENSES \$ _____

Employee's Signature Date

Superintendent's Signature of Approval Date

Upon completion of course work, grade sheets and receipts for payment must be turned in to the Treasurer's Office.

Please attach pink copy of purchase order to this form.

(See reverse side for important additional information)

College Tuition

During the contract year which begins August 1 and ends July 31, the Board will make available a supplemental fund of five hundred dollars (\$500) each school year per teacher to a maximum equal to the BA, Step 0 base salary which will be applied toward costs related to college courses he/she has completed, in which a grade of "B" or better is earned, provided he/she is enrolled in courses approved in advance by the Superintendent. Such approval in advance must be secured fourteen (14) days prior to the first day the course begins.

A teacher must be employed by the District for two (2) consecutive semesters to be eligible to participate in the above program.

If a teacher takes a summer school course, he/she must return to the District in the fall or he/she will not receive reimbursement.

Payment for college course reimbursements shall be made two (2) times during the calendar year -- in November and March, subject to the maximum set forth in Subsection 10.1.1 of the Master Agreement, on a first come/first served basis. No certificated person shall be eligible to receive college course reimbursements for more than one (1) course per semester and summer session.

Application for approval and reimbursement shall be made on District forms.

The employee will provide the Superintendent with a copy of the grade report for the course(s) taken. The Treasurer will be provided with a copy of the registration receipt for the course(s) taken.

Advancement on the salary schedule for additional college credit will be granted for the current school year if verification of such additional credits is received by the Superintendent not later than September 30.

Employees working less than half-time (20 hours per week) shall not be eligible for the benefits contained in the Master Agreement.

It is understood that employees who utilize fee certificates to take college coursework shall be reimbursed as if they paid cash to take the college coursework.

**TALAWANDA SCHOOL DISTRICT
TEACHER SALARY SCHEDULE**

EFFECTIVE August 1, 2012 THROUGH July 31, 2013

This Schedule is Pursuant to Article X, Section 10. 6

Step	Bachelors		Bachelors +15		150 Hrs.		M.A.		M.A. +15		M.A. + 30	
	Index 0.050	Salary	Index 0.053	Salary	Index 0.055	Salary	Index 0.055	Salary	Index 0.055	Salary	Index 0.055	Salary
0	1.000	\$34,917	1.040	\$36,313	1.080	\$37,710	1.150	\$40,154	1.190	\$41,551	1.230	\$42,948
1	1.050	\$36,663	1.093	\$38,164	1.135	\$39,630	1.205	\$42,075	1.245	\$43,471	1.285	\$44,868
2	1.100	\$38,408	1.146	\$40,015	1.190	\$41,551	1.260	\$43,995	1.300	\$45,392	1.340	\$46,788
3	1.150	\$40,154	1.199	\$41,865	1.245	\$43,471	1.315	\$45,915	1.355	\$47,312	1.395	\$48,709
4	1.200	\$41,900	1.252	\$43,716	1.300	\$45,392	1.370	\$47,836	1.410	\$49,233	1.450	\$50,629
5	1.250	\$43,646	1.305	\$45,566	1.355	\$47,312	1.425	\$49,756	1.465	\$51,153	1.505	\$52,550
6	1.300	\$45,392	1.358	\$47,417	1.410	\$49,233	1.480	\$51,677	1.520	\$53,073	1.560	\$54,470
7	1.350	\$47,138	1.411	\$49,267	1.465	\$51,153	1.535	\$53,597	1.575	\$54,994	1.615	\$56,390
8	1.400	\$48,883	1.464	\$51,118	1.520	\$53,073	1.590	\$55,518	1.630	\$56,914	1.670	\$58,311
9	1.450	\$50,629	1.517	\$52,969	1.575	\$54,994	1.645	\$57,438	1.685	\$58,835	1.725	\$60,231
10	1.500	\$52,375	1.570	\$54,819	1.630	\$56,914	1.700	\$59,358	1.740	\$60,755	1.780	\$62,152
11							1.755	\$61,279	1.795	\$62,675	1.835	\$64,072
14	1.550	\$54,121	1.623	\$56,670	1.685	\$58,835	1.810	\$63,199	1.850	\$64,596	1.890	\$65,993
17	1.600	\$55,867	1.676	\$58,520	1.740	\$60,755	1.865	\$65,120	1.905	\$66,516	1.945	\$67,913
20	1.650	\$57,613	1.729	\$60,371	1.795	\$62,675	1.920	\$67,040	1.960	\$68,437	2.000	\$69,833
23	1.700	\$59,358	1.782	\$62,222	1.850	\$64,596	1.975	\$68,961	2.015	\$70,357	2.055	\$71,754
26	1.750	\$61,104	1.835	\$64,072	1.905	\$66,516	2.030	\$70,881	2.070	\$72,278	2.110	\$73,674

APPENDIX L-1

**TALAWANDA CITY SCHOOLS
SUPPLEMENTAL SALARY SCHEDULE
EFFECTIVE August 1, 2012 THROUGH July 31, 2013**
This Schedule is Pursuant to Article X, Section 10.8.1
\$34,917

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>STEP 8</u>
	<u>SALARY</u>							
GROUP I	9.50	10.80	12.10	13.40	14.70	16.00	17.30	18.60
Athletic Trainer	\$3,317.12	\$3,771.04	\$4,224.96	\$4,678.88	\$5,132.80	\$5,586.72	\$6,040.64	\$6,494.56
Head HS Basketball Coach	\$3,317.12	\$3,771.04	\$4,224.96	\$4,678.88	\$5,132.80	\$5,586.72	\$6,040.64	\$6,494.56
Head HS Football Coach	\$3,317.12	\$3,771.04	\$4,224.96	\$4,678.88	\$5,132.80	\$5,586.72	\$6,040.64	\$6,494.56
MS Athletic Director (Rvs'd 8/08)	\$3,317.12	\$3,771.04	\$4,224.96	\$4,678.88	\$5,132.80	\$5,586.72	\$6,040.64	\$6,494.56
GROUP II	8.50	9.60	10.70	11.80	12.90	14.00	15.10	16.20
Head HS Baseball Coach	\$2,967.95	\$3,352.03	\$3,736.12	\$4,120.21	\$4,504.29	\$4,888.38	\$5,272.47	\$5,656.55
Head HS Ice Hockey Coach	\$2,967.95	\$3,352.03	\$3,736.12	\$4,120.21	\$4,504.29	\$4,888.38	\$5,272.47	\$5,656.55
Head HS Soccer Coach	\$2,967.95	\$3,352.03	\$3,736.12	\$4,120.21	\$4,504.29	\$4,888.38	\$5,272.47	\$5,656.55
Head HS Softball Coach	\$2,967.95	\$3,352.03	\$3,736.12	\$4,120.21	\$4,504.29	\$4,888.38	\$5,272.47	\$5,656.55
Head HS Swimming Coach	\$2,967.95	\$3,352.03	\$3,736.12	\$4,120.21	\$4,504.29	\$4,888.38	\$5,272.47	\$5,656.55
Head HS Track Coach	\$2,967.95	\$3,352.03	\$3,736.12	\$4,120.21	\$4,504.29	\$4,888.38	\$5,272.47	\$5,656.55
Head HS Volleyball Coach	\$2,967.95	\$3,352.03	\$3,736.12	\$4,120.21	\$4,504.29	\$4,888.38	\$5,272.47	\$5,656.55
Head HS Wrestling Coach	\$2,967.95	\$3,352.03	\$3,736.12	\$4,120.21	\$4,504.29	\$4,888.38	\$5,272.47	\$5,656.55
HS Band Director	\$2,967.95	\$3,352.03	\$3,736.12	\$4,120.21	\$4,504.29	\$4,888.38	\$5,272.47	\$5,656.55
MS Band Director	\$2,967.95	\$3,352.03	\$3,736.12	\$4,120.21	\$4,504.29	\$4,888.38	\$5,272.47	\$5,656.55
GROUP III	7.40	8.40	9.40	10.40	11.40	12.40	13.40	14.40
Channel 17 Advisor	\$2,583.86	\$2,933.03	\$3,282.20	\$3,631.37	\$3,980.54	\$4,329.71	\$4,678.88	\$5,028.05
HS Drama Director	\$2,583.86	\$2,933.03	\$3,282.20	\$3,631.37	\$3,980.54	\$4,329.71	\$4,678.88	\$5,028.05
GROUP IV	7.00	8.00	9.00	10.00	11.00	12.00	13.00	14.00
Asst. HS Baseball Coach	\$2,444.19	\$2,793.36	\$3,142.53	\$3,491.70	\$3,840.87	\$4,190.04	\$4,539.21	\$4,888.38
Asst. HS Basketball Coach	\$2,444.19	\$2,793.36	\$3,142.53	\$3,491.70	\$3,840.87	\$4,190.04	\$4,539.21	\$4,888.38
Asst. HS Football Coach	\$2,444.19	\$2,793.36	\$3,142.53	\$3,491.70	\$3,840.87	\$4,190.04	\$4,539.21	\$4,888.38
Asst. HS Softball Coach	\$2,444.19	\$2,793.36	\$3,142.53	\$3,491.70	\$3,840.87	\$4,190.04	\$4,539.21	\$4,888.38
Asst. HS Track Coach	\$2,444.19	\$2,793.36	\$3,142.53	\$3,491.70	\$3,840.87	\$4,190.04	\$4,539.21	\$4,888.38
Head HS Cross Country Coach	\$2,444.19	\$2,793.36	\$3,142.53	\$3,491.70	\$3,840.87	\$4,190.04	\$4,539.21	\$4,888.38
Head HS Fall/Winter Cheerleading Advisor	\$2,444.19	\$2,793.36	\$3,142.53	\$3,491.70	\$3,840.87	\$4,190.04	\$4,539.21	\$4,888.38
Head HS Field Hockey Coach	\$2,444.19	\$2,793.36	\$3,142.53	\$3,491.70	\$3,840.87	\$4,190.04	\$4,539.21	\$4,888.38
GROUP V	5.70	6.50	7.30	8.10	8.90	9.70	10.50	11.30
Asst. HS Swimming Coach	\$1,990.27	\$2,269.61	\$2,548.94	\$2,828.28	\$3,107.61	\$3,386.95	\$3,666.29	\$3,945.62
Asst. HS Wrestling Coach	\$1,990.27	\$2,269.61	\$2,548.94	\$2,828.28	\$3,107.61	\$3,386.95	\$3,666.29	\$3,945.62
Building Technology Advisor	\$1,990.27	\$2,269.61	\$2,548.94	\$2,828.28	\$3,107.61	\$3,386.95	\$3,666.29	\$3,945.62
District Orchestra Director	\$1,990.27	\$2,269.61	\$2,548.94	\$2,828.28	\$3,107.61	\$3,386.95	\$3,666.29	\$3,945.62
Grade Level/Dept. Chair >6**	\$1,990.27	\$2,269.61	\$2,548.94	\$2,828.28	\$3,107.61	\$3,386.95	\$3,666.29	\$3,945.62
Head HS Diving Coach	\$1,990.27	\$2,269.61	\$2,548.94	\$2,828.28	\$3,107.61	\$3,386.95	\$3,666.29	\$3,945.62
Head HS Golf Coach	\$1,990.27	\$2,269.61	\$2,548.94	\$2,828.28	\$3,107.61	\$3,386.95	\$3,666.29	\$3,945.62
Head HS Tennis Coach	\$1,990.27	\$2,269.61	\$2,548.94	\$2,828.28	\$3,107.61	\$3,386.95	\$3,666.29	\$3,945.62
Head MS Basketball Coach	\$1,990.27	\$2,269.61	\$2,548.94	\$2,828.28	\$3,107.61	\$3,386.95	\$3,666.29	\$3,945.62
Head MS Football Coach	\$1,990.27	\$2,269.61	\$2,548.94	\$2,828.28	\$3,107.61	\$3,386.95	\$3,666.29	\$3,945.62
Head MS Soccer Coach	\$1,990.27	\$2,269.61	\$2,548.94	\$2,828.28	\$3,107.61	\$3,386.95	\$3,666.29	\$3,945.62
Head MS Track Coach	\$1,990.27	\$2,269.61	\$2,548.94	\$2,828.28	\$3,107.61	\$3,386.95	\$3,666.29	\$3,945.62
Head MS Wrestling Coach	\$1,990.27	\$2,269.61	\$2,548.94	\$2,828.28	\$3,107.61	\$3,386.95	\$3,666.29	\$3,945.62
Asst. HS Volleyball Coach	\$1,990.27	\$2,269.61	\$2,548.94	\$2,828.28	\$3,107.61	\$3,386.95	\$3,666.29	\$3,945.62
GROUP VI	4.70	5.40	6.10	6.80	7.50	8.20	8.90	9.60
Asst. HS Fall/Winter Cheerleading Advisor	\$1,641.10	\$1,885.52	\$2,129.94	\$2,374.36	\$2,618.78	\$2,863.19	\$3,107.61	\$3,352.03
Asst. HS Field Hockey Coach	\$1,641.10	\$1,885.52	\$2,129.94	\$2,374.36	\$2,618.78	\$2,863.19	\$3,107.61	\$3,352.03
Asst. HS Ice Hockey	\$1,641.10	\$1,885.52	\$2,129.94	\$2,374.36	\$2,618.78	\$2,863.19	\$3,107.61	\$3,352.03
Asst. HS Soccer Coach	\$1,641.10	\$1,885.52	\$2,129.94	\$2,374.36	\$2,618.78	\$2,863.19	\$3,107.61	\$3,352.03
Asst. MS Football Coach	\$1,641.10	\$1,885.52	\$2,129.94	\$2,374.36	\$2,618.78	\$2,863.19	\$3,107.61	\$3,352.03
Grade Level/Dept. Chair <5**	\$1,641.10	\$1,885.52	\$2,129.94	\$2,374.36	\$2,618.78	\$2,863.19	\$3,107.61	\$3,352.03
Head MS Volleyball Coach	\$1,641.10	\$1,885.52	\$2,129.94	\$2,374.36	\$2,618.78	\$2,863.19	\$3,107.61	\$3,352.03
HS Guard Director	\$1,641.10	\$1,885.52	\$2,129.94	\$2,374.36	\$2,618.78	\$2,863.19	\$3,107.61	\$3,352.03

HS Vocal Music Director	\$1,641.10	\$1,885.52	\$2,129.94	\$2,374.36	\$2,618.78	\$2,863.19	\$3,107.61	\$3,352.03
MS Intramurals Director, 6 th Grade *	\$1,641.10	\$1,885.52	\$2,129.94	\$2,374.36	\$2,618.78	\$2,863.19	\$3,107.61	\$3,352.03
MS Intramurals Director, 7 th & 8 th Grade *	\$1,641.10	\$1,885.52	\$2,129.94	\$2,374.36	\$2,618.78	\$2,863.19	\$3,107.61	\$3,352.03

GROUP VII	3.90	4.40	4.90	5.40	5.90	6.40	6.90	7.40
Asst. HS Cross Country Coach/ Head MS Cross Country Coach	\$1,361.76	\$1,536.35	\$1,710.93	\$1,885.52	\$2,060.10	\$2,234.69	\$2,409.27	\$2,583.86
Asst. HS Tennis Coach	\$1,361.76	\$1,536.35	\$1,710.93	\$1,885.52	\$2,060.10	\$2,234.69	\$2,409.27	\$2,583.86
Asst. HS Volleyball Coach	\$1,361.76	\$1,536.35	\$1,710.93	\$1,885.52	\$2,060.10	\$2,234.69	\$2,409.27	\$2,583.86
Asst. HS Golf Coach	\$1,361.76	\$1,536.35	\$1,710.93	\$1,885.52	\$2,060.10	\$2,234.69	\$2,409.27	\$2,583.86
Asst. MS Soccer Coach	\$1,361.76	\$1,536.35	\$1,710.93	\$1,885.52	\$2,060.10	\$2,234.69	\$2,409.27	\$2,583.86
Asst. MS Track Coach	\$1,361.76	\$1,536.35	\$1,710.93	\$1,885.52	\$2,060.10	\$2,234.69	\$2,409.27	\$2,583.86
Fieldhouse Weight Advisor	\$1,361.76	\$1,536.35	\$1,710.93	\$1,885.52	\$2,060.10	\$2,234.69	\$2,409.27	\$2,583.86
Fitness Center	\$1,361.76	\$1,536.35	\$1,710.93	\$1,885.52	\$2,060.10	\$2,234.69	\$2,409.27	\$2,583.86
HS Academic Comp. Advisor	\$1,361.76	\$1,536.35	\$1,710.93	\$1,885.52	\$2,060.10	\$2,234.69	\$2,409.27	\$2,583.86
HS Mock Trial Advisor	\$1,361.76	\$1,536.35	\$1,710.93	\$1,885.52	\$2,060.10	\$2,234.69	\$2,409.27	\$2,583.86
MS Fall/Winter Cheerleading Advisor	\$1,361.76	\$1,536.35	\$1,710.93	\$1,885.52	\$2,060.10	\$2,234.69	\$2,409.27	\$2,583.86
Subject Area Coord. >12***	\$1,361.76	\$1,536.35	\$1,710.93	\$1,885.52	\$2,060.10	\$2,234.69	\$2,409.27	\$2,583.86
Grade Level/Dept. Chair <4**	\$1,361.76	\$1,536.35	\$1,710.93	\$1,885.52	\$2,060.10	\$2,234.69	\$2,409.27	\$2,583.86
District Media Center Coordinator	\$1,361.76	\$1,536.35	\$1,710.93	\$1,885.52	\$2,060.10	\$2,234.69	\$2,409.27	\$2,583.86
GROUP VIII	2.70	3.05	3.40	3.75	4.10	4.45	4.80	5.15
HS Honor Society	\$942.76	\$1,064.97	\$1,187.18	\$1,309.39	\$1,431.60	\$1,553.81	\$1,676.02	\$1,798.23
HS Newspaper Advisor	\$942.76	\$1,064.97	\$1,187.18	\$1,309.39	\$1,431.60	\$1,553.81	\$1,676.02	\$1,798.23
HS Setting Stone Literary Magazine	\$942.76	\$1,064.97	\$1,187.18	\$1,309.39	\$1,431.60	\$1,553.81	\$1,676.02	\$1,798.23
HS Yearbook Advisor	\$942.76	\$1,064.97	\$1,187.18	\$1,309.39	\$1,431.60	\$1,553.81	\$1,676.02	\$1,798.23
MS Academic Competition Advisor	\$942.76	\$1,064.97	\$1,187.18	\$1,309.39	\$1,431.60	\$1,553.81	\$1,676.02	\$1,798.23
MS Newspaper Advisor	\$942.76	\$1,064.97	\$1,187.18	\$1,309.39	\$1,431.60	\$1,553.81	\$1,676.02	\$1,798.23
MS Student Council Advisor	\$942.76	\$1,064.97	\$1,187.18	\$1,309.39	\$1,431.60	\$1,553.81	\$1,676.02	\$1,798.23
MS Yearbook Advisor	\$942.76	\$1,064.97	\$1,187.18	\$1,309.39	\$1,431.60	\$1,553.81	\$1,676.02	\$1,798.23
Subject Area Coord. <11***	\$942.76	\$1,064.97	\$1,187.18	\$1,309.39	\$1,431.60	\$1,553.81	\$1,676.02	\$1,798.23
GROUP IX	2.40	2.70	3.00	3.30	3.60	3.90	4.20	4.50
HS Class Advisor	\$838.01	\$942.76	\$1,047.51	\$1,152.26	\$1,257.01	\$1,361.76	\$1,466.51	\$1,571.27
HS Prom Advisor	\$838.01	\$942.76	\$1,047.51	\$1,152.26	\$1,257.01	\$1,361.76	\$1,466.51	\$1,571.27
HS Student Council Advisor	\$838.01	\$942.76	\$1,047.51	\$1,152.26	\$1,257.01	\$1,361.76	\$1,466.51	\$1,571.27
MS Mediation Advisor	\$838.01	\$942.76	\$1,047.51	\$1,152.26	\$1,257.01	\$1,361.76	\$1,466.51	\$1,571.27
After School Foreign Language Pro. Coord.	\$838.01	\$942.76	\$1,047.51	\$1,152.26	\$1,257.01	\$1,361.76	\$1,466.51	\$1,571.27
GROUP X	1.70	1.95	2.20	2.45	2.70	2.95	3.20	3.45
Elem. Vocal Music Director	\$593.59	\$680.88	\$768.17	\$855.47	\$942.76	\$1,030.05	\$1,117.34	\$1,204.64
HS Competition Cheer Coordinator	\$593.59	\$680.88	\$768.17	\$855.47	\$942.76	\$1,030.05	\$1,117.34	\$1,204.64
HS Pep Band	\$593.59	\$680.88	\$768.17	\$855.47	\$942.76	\$1,030.05	\$1,117.34	\$1,204.64
MS Instrumental Music Director	\$593.59	\$680.88	\$768.17	\$855.47	\$942.76	\$1,030.05	\$1,117.34	\$1,204.64
MS Musical Director	\$593.59	\$680.88	\$768.17	\$855.47	\$942.76	\$1,030.05	\$1,117.34	\$1,204.64
MS Vocal Music Director	\$593.59	\$680.88	\$768.17	\$855.47	\$942.76	\$1,030.05	\$1,117.34	\$1,204.64
After School Foreign Language Bldg. Coord.	\$593.59	\$680.88	\$768.17	\$855.47	\$942.76	\$1,030.05	\$1,117.34	\$1,204.64
GROUP XI	1.00	1.10	1.20	1.30	1.40	1.50	1.60	1.70
HS Orchestral Musical Director	\$349.17	\$384.09	\$419.00	\$453.92	\$488.84	\$523.76	\$558.67	\$593.59
HS Vocal Musical Director	\$349.17	\$384.09	\$419.00	\$453.92	\$488.84	\$523.76	\$558.67	\$593.59
MS Talent Show	\$349.17	\$384.09	\$419.00	\$453.92	\$488.84	\$523.76	\$558.67	\$593.59
MS Vocal Music Director	\$349.17	\$384.09	\$419.00	\$453.92	\$488.84	\$523.76	\$558.67	\$593.59

Talawanda HS/MS Site Manager & Vocal Music Accompanist shall be paid an hourly rate
Entry Year Teacher Mentors \$750 per school year
Instructional Leader Extended Time – 10 Days Per Diem Rate
SAP Coordinator Extended Time – 5 Days Per Diem Rate

* If only one individual is employed for this position, then the position shall be placed in Group V.

**There will only be one grade level chair in the district for kindergarten.

TEA and the Board may agree to allow two teachers to share the kindergarten stipend proportionally.

**COMBINATIONS OF TEACHING CONTRACTS
WITH SUPPLEMENTAL CONTRACTS**

If, at the time of original employment in the District, the unit member was granted a supplemental contract(s) in addition to a regular teaching contract, said unit member shall be required to retain this combination of contract(s), if offered by the Board, for not less than three (3) years.

Further, the combination of certain regular teaching contracts and supplemental contracts shall be inseparable for the duration of the teacher's employment in the District, so long as the Board offers and requires such combination. Should the Board not offer the supplemental or such combination, this Section shall be null and void for the individual involved. These combinations shall include:

1. High School Instrumental Music / Marching Band, Pep Band, Jazz Band, and Symphonic Band Director.
2. Middle School Instrumental Music / Asst. H.S. Marching Band Director and Middle School Instrumental Music Director
3. High School Vocal Music / H.S. Chorus, Show Choir, and Vocal Music Director
4. Middle School Vocal Music / Middle School Vocal Music Director
5. District Strings Instructor / District Orchestra(s) Director
6. Elementary Vocal Music / Elementary Vocal Music Director
7. Elementary Instrumental Music / Elementary Instrumental Music Director
8. H.S. Yearbook Publication Course / H.S. Yearbook Advisor*
9. H.S. Newspaper Publication Course / H.S. Newspaper Advisor*
- or -
10. H. S. English Teacher (who was employed because he/she held a Journalism Certificate) / H.S. Newspaper Advisor*
11. H.S. Guidance Counselor / Extended Duty Time (2-4 weeks)
12. Middle School Guidance Counselor / Extended Duty Time (2-4 weeks)
13. Elementary Guidance Counselor / Extended Duty Time (2-4 weeks)
14. H.S., Middle School, and Elementary Media Specialists / Extended Duty Time (2-4 weeks)
15. District Psychologist / Extended Duty Time (2-4 weeks)

APPENDIX M (continued)

A unit member with a combination of contracts as described in this Section will be eligible to be considered for a transfer to another assignment within his/her areas of certification. If a transfer occurs, said unit members will not be required to perform the supplemental duties which were tied to his/her previous teaching assignment. Further, a unit member who is transferred will be eligible to be considered for other supplemental contracts, but will not be required to accept new supplemental contracts as a condition to be transferred.

*If a class is offered, then the supplemental is required.

APPENDIX N

Superintendent Advisory Council	
Building: _____	Date: _____
Building Concern(s):	Outcome(s):
1.	
2.	
3.	
District Concern(s):	Outcome(s):
1.	
2.	
3.	

MEMORANDUM OF AGREEMENT

DEVELOPMENT OF ORGANIZATIONAL FLOW CHARTS

This Agreement is made on this 15th day of August, 2005 by and between the Talawanda Schools Board of Education, Butler County, Ohio, hereinafter referred to as the "Board," and the Talawanda Educators Association, Butler County, Ohio, hereinafter referred to as the "Association."

WHEREAS, said Board and Association have entered into a Master Agreement that is effective through July 31, 2009; and

WHEREAS, the Board and the Association desire to enter into a successor Master Agreement; and

WHEREAS, the Board and the Association desire to bring clarity to the duties and responsibilities of employees in the District and to bring clarity to lines of authority within the district;

WHEREAS, the Board and the Association do not desire for the terms and conditions of this Memorandum to be a part of a successor Master Agreement;

NOW, THEREFORE, BE IT AGREED by and between the parties hereto as follows:

1. The District Leadership Team shall develop and transmit to building principals and department/division directors an organizational flow chart, with directions to the building principals and department/division directors to develop an organizational flow chart or charts for their buildings and/or departments/divisions.
2. The building principals and department/division directors shall develop and transmit organizational flow chart(s) to their BLC's/departments/divisions for discussion.
3. The BLC's/departments/divisions shall, through consensus, develop recommendations for building/department/division flow charts which shall be presented to the District Leadership Team.
4. The District Leadership Team shall discuss and integrate the building/department/division recommendations into a whole system district-wide organizational flow chart(s) which shall be presented to the Superintendent's Advisory Committee (SAC).
5. SAC shall, through consensus, review, discuss, and, if necessary, revise and present to the Board recommendations for a whole system district-wide organizational flow chart(s) for adoption.
6. All stakeholders shall be presented with and in-serviced on the adopted organizational flow charts.
7. Subsequent to the development of the whole system district-wide organizational flow chart(s), a committee, consisting of four (4) administrators, appointed by the Superintendent and four (4) members of the bargaining unit, appointed by the TEA President, shall convene by January 10,

2006 to describe, define, and/or develop job duties and responsibilities for all administrative and certificated staff members.

8. Those recommendations shall be served on the Superintendent and TEA President by August 30, 2007 who shall convene their negotiations teams to consider the committee's recommendations.
9. The parties shall forward recommendations for job duties and responsibilities for all administrative and certificated staff members to the Board for adoption.
10. The parties recognize that organizational flow charts and job duties and responsibilities are not static and that on-going review and revision is necessary. However, it is the intention of the parties that the processes set forth in this Memorandum not be institutionalized beyond the term of this Memorandum. Therefore, the terms of this Memorandum shall expire with the completion of the tasks set forth in sections one (1) through nine (9) above.
11. The Board and the Association acknowledge that this Memorandum of Agreement does not establish a precedent. The parties hereto agree that the terms and conditions of this Memorandum of Agreement are binding on the Board and the Association and are subject to the Grievance Procedure of the Master Agreement currently in effect between the parties.
12. All other provisions of the Master Agreement currently in effect between the parties hereto not altered by this Memorandum of Agreement shall remain in full force and effect for the term of the Master Agreement and no other agreements shall serve to alter the provisions of the current Master Agreement unless agreed to, in writing, between the parties hereto.

For the Board

Date

For the Association

Date

MEMORANDUM OF AGREEMENT

MINIMUM SUPPLEMENTAL CONTRACT JOB REQUIREMENTS

This Agreement is made on this ____ day of April, 2011 by and between the Talawanda Schools Board of Education, Butler County, Ohio, hereinafter referred to as the "Board," and the Talawanda Educators Association, Butler County, Ohio, hereinafter referred to as the "Association."

WHEREAS, said Board and Association have entered into a Master Agreement that is effective through July 31, 2012; and

WHEREAS, the Board and the Association desire to enter into a successor Master Agreement; and

WHEREAS, the Board and the Association desire to bring clarity to the minimum job requirements for supplemental contracts; and

WHEREAS, the Board and the Association do not desire for the terms and conditions of this Memorandum to be a part of a successor Master Agreement;

NOW, THEREFORE, BE IT AGREED by and between the parties hereto as follows:

1. The Supplemental Review Board shall convene by September 30th and shall develop recommendations for minimum job requirements for each position for which a supplemental contract is issued.
2. These recommendations shall be served on the Superintendent and the TEA President by March 15th who shall reconvene their negotiations teams to consider the recommendations.
3. The parties shall forward recommendations for minimum job requirements to the Board for adoption.
4. The Board and the Association acknowledge that this Memorandum of Agreement does not establish a precedent. The parties hereto agree that the terms and conditions of this Memorandum of Agreement are binding on the Board and the Association and are subject to the Grievance Procedure of the Master Agreement currently in effect between the parties.
5. All other provisions of the Master Agreement currently in effect between the parties hereto not altered by this Memorandum of Agreement shall remain in full force and effect for the term of the Master Agreement and no other agreements shall serve to alter the provisions of the current Master Agreement unless agreed to, in writing, between the parties hereto.

For the Board

Date

For the Association

Date

MEMORANDUM OF UNDERSTANDING

In order to provide retired teachers the opportunity to be reemployed in a teaching position following retirement, and in order to provide the Board of Education an incentive to reemploy retired teachers, the Talawanda Schools Board of Education and the Talawanda Educators' Association hereby agree as follows:

1. This language is totally unique and separate and in no way refers to or applies to current language in Article 7.4, *Employment of Retired Teachers*, of the Memorandum Agreement between the Talawanda Educators' Association and the Talawanda Schools Board of Education.
2. Employees who have thirty (30) years of experience, according to State Teachers Retirement System experience levels, are guaranteed the option to be rehired on a five (5)-year teaching contract (retire / rehire option). Employees who have reached thirty (30) or more years of experience, according to State Teachers Retirement System experience levels, in the 2009 – 2010 school year must utilize the retire / rehire option by providing notice on or before May 1, 2010. In the event a teacher who has reached thirty (30) or more years of experience according to the STRS experience levels should elect to utilize this incentive, then teacher shall receive a limited teaching contract pursuant to this agreement for a period of time to bring him / her to a total of thirty-five (35) years of experience.
 - a. The retired / rehired teacher will be placed on the third step of the salary schedule then in effect at the teacher's appropriate education / training level. Hereafter, the teacher will stay at Step Three on the salary schedule for all five years of the contract but shall receive base increases.
 - b. Retired / rehired teachers will be eligible to participate in any insurance plan offered by the Board of Education.
 - c. Retired / rehired teachers will defer their severance benefit payment until a time which final separation with the district is made. Severance shall be paid according to Section 10.8 of the Master Agreement between the parties. If over the course of the additional five (5) years of service additional sick days are accumulated that would make the employee eligible for additional days of severance; those additional days will be calculated at the per diem rate at the time of final separation.
 - d. Retirement will not be considered a "break in service" for retired / rehired teachers when the Board of Education is considering a reduction in force.
3. Relevant notices must be provided as set forth below:

- a. Employees interested in the retire / rehire option will notify the Board of Education by May 1 of his or her desire to utilize the retire / rehire option.
- 4. This Memorandum of Understanding shall be in effect until on May 2, 2012. This Memorandum of Understanding shall be automatically renewed and shall continue until May 2, 2013, unless either party provides written notice of its intent to terminate the Memorandum of Understanding on or before January 1, 2012.
- 5. Additionally, this Memorandum of Understanding shall be rendered null and void should the STRS requirements for retirement change or be modified during the term of this agreement. In such an event, the parties shall meet to negotiate changes to this Memorandum of Understanding, if applicable.

TALAWANDA SCHOOLS
DISTRICT BOARD OF EDUCATION

Date:_____

By:_____

Date:_____

By:_____

TALAWANDA EDUCATORS' ASSOCIATION

Date:_____

By:_____

Date:_____

By:_____

MEMORANDUM OF AGREEMENT

This Agreement is entered into this _____ day of April, 2011, by and between the Board of Education of the Talawanda School District, Butler County, Ohio, hereinafter referred to as the "Board," and the Talawanda Educators Association, Butler County, Ohio, hereinafter referred to as the "Association."

WHEREAS the Board and Association have executed a Collective Bargaining Agreement effective from August 1, 2010 – July 31, 2012, hereinafter the "Agreement"; and

WHEREAS the Agreement contains language in Section 10.5.1 that addresses salary being paid in twenty-four (24) equal installments; and

WHEREAS the Association desires that supplemental salaries also be paid in twenty-four (24) equal installments,

NOW THEREFORE be it resolved that the Board and Association agree to the following:

1. Supplemental Salary Contracts shall be issued containing a provision permitting the Board to assess a "fine" to the member for not completing all his/her duties of the supplemental contract.

2. Supplemental salaries shall be paid in twenty-four (24) equal installments.

All other provisions of the Collective Bargaining Agreement currently in effect between the parties and not altered by this Memorandum of Agreement shall remain in full force and effect for the term of the Collective Bargaining Agreement and no other agreements shall serve to alter the provisions of the Collective Bargaining Agreement unless agreed to, in writing, between the parties.

For the Board

For the Association

Superintendent

President

Treasurer

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by the **TALAWANDA SCHOOL DISTRICT BOARD OF EDUCATION** ("Board") and the **TALAWANDA EDUCATORS' ASSOCIATION** ("Association") for the purpose of addressing changes to Ohio law related to teachers' performance evaluations and reduction in force.

WHEREAS, the Board and the Association are parties to a current Collective Bargaining Agreement in effect from August 1, 2012 through July 31 2015.

WHEREAS, recent changes to Ohio law set forth in House Bill 153 and Senate Bill 316 require a modification to the current teacher performance evaluation system and further requires the adoption of a standards-based teacher evaluation policy and, thereafter, to include such policy in the Collective Bargaining Agreement between the parties; and

WHEREAS, in order to facilitate the adoption of Board policy as required by law, an Evaluation Review Committee ("ERC") will be formed by the Board and the Association.

NOW, THEREFORE, BE IT AGREED UPON, by the Board and the Association as follows:

1. Formation of Committee.

An Evaluation Review Committee ("ERC") will be formed. The ERC shall recommend to the Board a standards-based teacher performance evaluation policy that complies with the requirements of Ohio law. This evaluation policy, where applicable, may replace the evaluation procedure set forth in Article VII, Section 7.6 of the Collective Bargaining Agreement.

2. Composition of Committee.

- a. The ERC shall be established no later than September 1, 2012.
- b. The ERC shall be comprised of three (3) representatives from the Association and three (3) representatives from the administration. The Association shall appoint its members and the Superintendent shall appoint the administration members.
- c. Members of the ERC shall continue to receive, at Board expense, training in the state-adopted evaluation framework model.
- d. The ERC shall be chaired jointly by a bargaining unit and administrative committee member.
- e. The ERC shall establish, by mutual agreement, a meeting calendar and timeline for completion of the ERC work in compliance with any time requirements set forth in this Memorandum of Understanding. At the

initial meeting, the ERC will develop the guidelines by which the ERC will operate.

- f. The ERC may establish sub-committees to assist with their work and members of said sub-committees will be jointly appointed by the committee co-chairs.
- g. The Association and/or the administration may invite additional persons/consultants of its choice to ERC meetings to provide additional information and/or input to the ERC regarding aspects of the evaluation process.
- h. The Board will provide secretarial support and clerical assistance to the ERC.

3. Pilot Program.

- a. Any changes to the evaluation procedure recommended by the ERC, prior to final Board adoption, will be implemented initially as a Pilot Program during the spring 2012-2013 school year.
- b. Participation in the Pilot Program shall be voluntary. To be eligible to participate in the Pilot Program, a volunteer must be a bargaining unit member.
- c. Participants in the Pilot Program will be provided an opportunity to be trained; any cost associated with the training will be at the Board's expense
- d. Association members will not be adversely affected due to their participation or non-participation in the Pilot Program or by the results of any evaluation done by the Pilot Program.
- e. All evaluators participating in the Pilot Program will be certified administrators trained and credentialed by the Ohio Department of Education. In the event a teacher is notified that their evaluation may result in the teacher's continued employment or contract renewal to be in jeopardy, the teacher's subsequent evaluation shall be conducted by certified administrators trained and credentialed by the Ohio Department of Education and employed by the District.
- f. Any evaluations or documents created through the Pilot Program will not become part of a member's employment record or personnel file.

4. Recommendation to the Board.

- a. At the completion of the Pilot Program, the ERC shall evaluate the Program and make a final recommendation to the Board on a standards-based evaluation system in compliance with Ohio law no later than May 1, 2013.

- b. If necessary, and to the extent required by law, following the Board's adoption of the standards-based evaluation policy, the parties shall engage in bargaining to address the effects of the new teacher evaluation policy on terms and conditions of employment, including, but not limited to, the evaluation procedure if requested by the Association. If there still remains disagreement as to the policy or its effects on terms and conditions of employment, the parties may exercise any and all rights in accordance with Chapter 4117 of the Ohio Revised Code, as well as through the grievance procedure of the Collective Bargaining Agreement between the parties.
- c. Despite reference to the OTES Model in this Memorandum of Understanding, nothing requires the parties to establish an evaluation procedure that strictly mirrors the state procedure, except for those provisions required by law.

5. Presentation/Training.

The ERC will be charged with the responsibility to develop a program to educate all staff on the new standards-based evaluation policy adopted by the Board. The program shall be presented to all impacted staff at the faculty orientation program for the 2013-2014 school year.

6. Impact on Reduction in Force.

For the 2012-2013 and 2013-2014 contract years, the provisions and procedures contained in Article VII, Section 7.10-Reduction in Force shall be utilized and all bargaining unit members shall be deemed "comparable" as defined in Ohio Revised Code §3319.17.

IN WITNESS WHEREOF, the duly authorized representatives of the Talawanda School District Board of Education and the Talawanda Educators' Association have executed this Memorandum on the dates opposite their signatures.

TALAWANDA SCHOOL DISTRICT
BOARD OF EDUCATION

Date: _____

By: _____
President

By: _____
Treasurer

TALAWANDA EDUCATORS' ASSOCIATION

Date: _____

By: _____
President

By: _____
Secretary

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by the **TALAWANDA SCHOOL DISTRICT BOARD OF EDUCATION** (“Board”) and the **TALAWANDA EDUCATORS’ ASSOCIATION** (“Association”) for the purpose of making modifications to Section 8.2, Class Size/Teaching Load, which shall be in existence during the term of the Collective Bargaining Agreement.

WHEREAS, the Board and the Association are parties to a current Collective Bargaining Agreement in effect from August 1, 2012 through July 31, 2015.

WHEREAS, in the course of negotiations for a new Collective Bargaining Agreement, the parties engaged in significant discussion concerning class size/teaching load and the payment of stipends to teachers in grades K through 12 related to student assignment above the maximum class size limits contained in Section 8.2 of said Agreement; and

WHEREAS, the parties reached an agreement whereby a decision was made to enter into a Memorandum of Understanding for the duration of the contract; and

WHEREAS, it is further understood by the parties that this Memorandum of Understanding shall be in effect for the duration of the contract and, upon the expiration of the current Collective Bargaining Agreement, the parties shall revert to the previous provisions contained at **Section 8.2, Class Size/Teaching Load**, which were in effect between August 1, 2010 through July 31, 2012 unless otherwise mutually agreed to in the course of bargaining; and

WHEREAS, the purpose of this Memorandum of Understanding is to identify maximum class size in grades 3 through 12 at 30 students and maximum class size in grades K through 2 at 25 students; and

WHEREAS, this Memorandum further makes modifications which eliminate stipends for class sizes higher than “operational” and, instead, provides stipends to teachers only when the revised maximum class size, as identified in this Memorandum, is exceeded.

NOW, THEREFORE, BE IT AGREED UPON, by the Board and the Association that Section 8.2, Class Size/Teaching Load, shall be amended for the duration of the current Collective Bargaining Agreement as follows:

8.2 Class Size/Teaching Load

8.2.1 Grades K - 2 Class Size

- A. The optimum class size in kindergarten through grade two (K-2) shall be twenty-two (22) pupils per class. The maximum class size in kindergarten through grade two (K-2) shall be twenty-five (25) pupils per class. The

Board shall continue to pay a stipend to the teacher as set forth in Section C below.

- B. At grade levels where there is departmentalization, class size shall be based on the number of students in homerooms to allow for flexibility within the grade level.
- C. The Board shall pay members ten dollars (\$10.00) per day for each additional pupil if the class exceeds the maximum class size standard. The number of students shall be determined by the number of students listed on the teacher's official roster. If the number of students on the official roster goes above the maximum class size standard number, then the teacher shall receive overage payment beginning on the next paycheck. Students who spend sixty percent (60%) or more of their time out of the regular education classroom shall not count on the teacher's official roster for the purpose of determining class size language.
- D. Special area teachers shall be compensated at ten dollars (\$10.00) per pupil per day when their average class size per week exceeds thirty (30) pupils.
- E. The administration will adjust class loads as equitably as possible within the school district and within each individual school building. The building principal and the Superintendent will assess the space available and make room assignments.

8.2.2 Grades 3 - 5 Class Size

- A. The optimum class size in grades three through five (3-5) shall be twenty-two (22) pupils per class. The maximum class size in grades three through five (3-5) shall be thirty (30) pupils per class. The Board shall continue to pay a stipend to the teacher as set forth in Section C below.
- B. At grade levels where there is departmentalization, class size shall be based on the number of students in homerooms to allow for flexibility within the grade level.
- C. The Board shall pay members ten dollars (\$10.00) per day for each additional pupil if the class exceeds the maximum class size standard. The number of students shall be determined by the number of students listed on the teacher's official roster. If the number of students on the official roster goes above the maximum class size standard number, then the teacher shall receive overage payment beginning on the next paycheck. Students who spend sixty percent (60%) or more of their time out of the regular education classroom shall not count on the teacher's official roster for the purpose of determining class size language.

- D. Special area teachers shall be compensated at ten dollars (\$10.00) per pupil per day when their average class size per week exceeds thirty (30) pupils.
- E. The administration will adjust class loads as equitably as possible within the school district and within each individual school building. The building principal and the Superintendent will assess the space available and make room assignments.

8.2.3 Grades 6 - 12 Teaching Load

The average teacher load in grades six through twelve (6–12) shall be an average of thirty (30) pupils per class period. Excluded from this calculation will be physical education teachers, vocal music teachers, instrumental music teachers, and art teachers. If any teacher’s class load exceeds this amount, he/she shall be paid a stipend of ten dollars (\$10.00) per pupil per day for each additional student.

Determination for this stipend shall be made on the fifteenth day of each semester. Any enrollment fluctuations which occur after the date when the student load is determined will not change the count for that grading period.

Stipend payments will occur on the second payday in March for the first semester stipend amounts and on the second payday in June for the second semester stipend amounts.

Due to safety concerns, science lab classes at the high school shall be limited to a maximum number of students for whom lab seats are available.

The provisions of this agreement shall remain in full force and effect from August 1, 2012 through July 31, 2015. On August 1, 2015, the parties shall revert to the previous language contained in the August 1, 2010 through July 31, 2012 Collective Bargaining Agreement at Section 8.2 related to Class Size/Teaching Load unless the parties mutually agree otherwise through the collective bargaining process.

IN WITNESS WHEREOF, the duly authorized representatives of the Talawanda School District Board of Education and the Talawanda Educators’ Association have executed this Memorandum on the dates opposite their signatures.

TALAWANDA SCHOOL DISTRICT
BOARD OF EDUCATION

Date: _____

By: _____
President

By: _____
Treasurer

TALAWANDA EDUCATORS’ ASSOCIATION

Date: _____

By: _____

President

By: _____
Secretary

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