

**Eastland-Fairfield Career & Technical Schools**

**NEGOTIATED AGREEMENT  
WITH  
EASTLAND EDUCATION ASSOCIATION**

2013-2014

2014-2015

2015-2016

**EASTLAND-FAIRFIELD CAREER & TECHNICAL SCHOOLS**

**NEGOTIATED AGREEMENT  
2014-2016**

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## PREAMBLE

This collective bargaining agreement ("Agreement") is entered into this 17th day of April, 2013, by the Board of Education ("Board") of Eastland-Fairfield Career & Technical Schools and the Eastland Education Association ("Association"), which is affiliated with the Ohio Education Association and the National Education Association.

## **ARTICLE 1** **RECOGNITION**

- 1.1 The Board recognizes the Association as the sole and exclusive representative for the members of the bargaining unit, which shall consist of any full-time and regular part-time certificated/licensed unit members employed by the Board under regular teaching contracts.
- 1.2 Members of the bargaining unit are referred to in this agreement as "unit members."
- 1.3 The Superintendent; Associate Superintendent; Directors; Assistant Directors; Supervisors; Treasurer; School/Community Relations Coordinator; Adult Education certificated/licensed staff; classified staff; tutors who work less than 30 hours a week; and any other part-time, seasonal, student, confidential, supervisory or management level employees as defined in Section 4117.01 of the Ohio Revised Code. Such personnel identified are not subject to the terms of this Agreement.

It is agreed that part-time certificated/licensed instructors who are employed by the Board under a regular teaching contract and are salaried, work a calendar, and are not considered "tutors" are considered unit members under the following conditions:

- Part-time shall be defined as those employees working less than 30 hours per week
- Part-time satellite instructors employed full time by Plain Local Schools are not eligible
- Part-time instructors who are paid off a time sheet are not eligible
- Part-time instructors may receive a prorated payment under 7.4 (Cash Benefit for Non- Use of Emergency and Sick Leave)

Article 11.1.1.1 (30-minute duty-free lunch) and Article 11.1.4 (Planning Period) may be modified/prorated based upon the length of the instructor's workday.

- 1.4 Neither the Board nor the Association shall discriminate against any unit member because of membership or non-membership in the Association.

## **ARTICLE 2** **BARGAINING PROCEDURE**

- 2.1 Pursuant to Section 4117.14 of the Ohio Revised Code, the parties have mutually agreed upon the following bargaining and dispute resolution procedures that supersede those listed in Section 4117.14(C)(2)-(6) and any others to the contrary.
- 2.2 Attaining objectives
  - 2.2.1 The Association will urge through its leaders that each member fulfill his or her contractual and professional obligations.
  - 2.2.2 Both the Board and the Association agree to meet at reasonable times and places to conduct bargaining sessions in a spirit of mutual respect.

## 2.3 REPRESENTATION

- 2.3.1 Bargaining shall be conducted exclusively by representatives of the Association and representatives of the Board, all of whom will be full-time employees of the District.
- 2.3.2 Representation shall be limited to three (3) each of the Board and Association unless changed by mutual agreement.
- 2.3.3 By mutual consent, one (1) member of the group shall be designated as secretary and shall keep an accurate record of all proceedings. The minutes of each meeting shall be distributed to both negotiating teams at least one (1) day in advance of the next meeting.

## 2.4 REQUEST FOR MEETING

- 2.4.1 Requests shall be submitted in writing by the Association to the Superintendent or by the Superintendent to the President of the Association on or before January 15.
- 2.4.2 A mutually convenient meeting date shall be set no later than ten (10) school days after receipt of the request, unless both parties agree to a later date. At this meeting, the teams shall exchange their complete written proposals. Neither team may present more than twelve (12) proposals. Neither team may submit additional proposals after the initial meeting.
- 2.4.3 Meetings will be scheduled to avoid conflict with regular school duties and responsibilities. In special circumstances, it might be necessary to provide release time in order to conduct negotiation meetings during school hours.

## 2.5 EXCHANGE OF INFORMATION

- 2.5.1 The Association shall be furnished, upon request, all regularly and routinely prepared information concerning the financial condition of the District, including annual financial statements, adopted budget, and appropriations resolution. In addition, the Board and administration will grant reasonable requests for any other readily available and pertinent information that may be relevant to bargaining.
- 2.5.2 The Association shall furnish copies of any pertinent information as reasonably requested by the Board's bargaining team.

## 2.6 WHILE NEGOTIATIONS ARE IN PROCESS

### 2.6.1 Caucuses

Either team may caucus at any time. Caucuses shall be of reasonable length.

### 2.6.2 Item Agreement

As items receive tentative agreement, they shall be initialed by each party.

### 2.6.3 Schedule of Meetings

Each meeting shall include a decision on an agreed time and place of the next meeting.

## 2.6.4 Progress Reports

2.6.4.1 Periodic progress reports may be issued verbally and in writing to the unit members, Administration, Board, and to the public provided such release has the prior approval of both parties.

2.6.4.2 The above statement does not preclude normal communication between the Association Team and the Association or the Board Team and the Board.

## 2.7 AGREEMENT

2.7.1 When consensus is reached, the parties' understanding shall be placed in writing and submitted to the Association membership for ratification. When ratified, it shall then be submitted to the Board for ratification. When approved by an affirmative vote of the majority of the full Board (five [5] members concurring), the Agreement shall be signed.

## 2.8 DISAGREEMENT

### 2.8.1 Mediation

If total agreement is not reached on or before April 15, either party may declare a bargaining impasse, in which case the parties shall jointly request the Federal Mediation and Conciliation Service to assign a mediator to assist them. The mediation period shall expire upon expiration of this Agreement unless mutually extended to some subsequent date certain by written agreement. Mediation, as described herein, constitutes the parties' mutually agreed alternative dispute resolution mechanism and supersedes any and all procedures described in Section 4117.14 of the Ohio Revised Code, and all such procedures are hereby waived provided that nothing herein shall negate the Association's right to strike in compliance with Ohio Revised Code Section 4117.14 (D) (2) once the mediation period has expired as set forth above. An exception can be made to the above April 15 deadline if an extenuating circumstance (such as an issue on an election ballot or illness or absence of a member(s) of a negotiations team) warrants an extension and the extension is mutually agreed to.

## **ARTICLE 3** **ASSOCIATION RIGHTS**

3.1 The Association may use school facilities for meetings at no cost, provided such meetings do not interfere with instructional programs, school activities, maintenance, and provided the appropriate administrator has approved the use in advance.

3.2. Association representatives may transact official business on school property during nonworking hours of unit members involved, provided the premises are not being used for school business.

3.2.1 Paid release time shall be provided for the President of the EEA, or his/her designee, for the purpose of executing his/her official duties not to exceed fifteen (15) hours per year. The President of the EEA shall notify the Building Director or Assistant Director in advance of said use.

- 3.3 The Association may use bulletin boards currently designated for Association use to provide information to the unit directly related to collective bargaining and contract administration. Bulletin boards may not be used to post partisan political material.
- 3.4 Specified equipment may be used by the Association during non-school hours. The Association will be responsible for the cost of all supplies and materials.
- 3.5 The Association may use unit member mailboxes to distribute materials relating to collective bargaining and contract administration.
  - 3.5.1 Stickers and other Association identification shall not be attached to mailboxes or other school property.
  - 3.5.2 Mailboxes and email may not be used to distribute partisan political materials.
- 3.6 The Board shall provide an Internet website that allows all unit members access to an updated Board Policy manual.
  - 3.6.1 The Board shall request the vendor who maintains the website update the site as soon as possible following the enactment of any revisions (normally 30-45 days).
- 3.7 PAYROLL DUES DEDUCTION
  - 3.7.1 The Board agrees to deduct dues from the wages of unit members for payment to the Association upon presentation of a written authorization individually executed by any unit member. Such authorization shall be submitted to the Board Treasurer by October 1 of any year.
  - 3.7.2 The Board Treasurer shall forward to the OEA/NEA a complete transmittal sheet indicating the name, social security number, and amount deducted for each unit member's contribution, along with disbursement for contributions on a monthly basis.
  - 3.7.3 If the dues deduction is not revoked, it shall continue. Such revocation must be in writing and submitted by the unit member between September 1 and October 1 to the Board Treasurer with a copy to the Association Treasurer.
  - 3.7.4 The unit member who has dues deducted in accordance with Section 3.7.1 of this contract and terminates service, is terminated, or takes a leave of absence prior to the end of the dues deduction period (other than due to death) shall have the remaining dues owed deducted from his/her final pay. The amount of remaining dues owed shall be certified by the Association Treasurer to the Board Treasurer.
  - 3.7.5 The unit member desiring to change the auxiliary professional organizations to which he/she does or does not belong and, thus, change the level of membership dues, must complete the new membership form and submit it to the Board Treasurer between September 1 and October 1 in accordance with Section 3.7.1.
  - 3.7.6 The Association agrees to indemnify and hold the Board harmless against any and all claims that may arise out of or by reason of action taken by the Board in reliance upon any authorization for dues deductions submitted by the Association.
  - 3.7.7 Beginning with the first pay in November, deductions shall be made in sixteen (16) equal installments. The amount of the dues deducted shall be specified by the Association President and submitted in writing to the Board Treasurer by September 1 of each year.

3.7.8 The following provision applies to all members and all new hires effective October 1, 2006:

1. a. The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Eastland Education Association, a fair share fee for the Association's representation of such non-members during the term of this contract. No non-members filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

b. The Association shall notify the Treasurer of the Board by September 30 of the names of any bargaining unit members who elect not to be members of the Association in order that fair share fees can be processed. This notice shall include the fair share amount to be withheld, if available.

2. Notification of the Amount of Fair Share Fee

Notice of the amount of the annual fair share fee, which shall be no more than 100% of the unified dues of the Association, shall be transmitted by the Association to the Treasurer on or about September 30 of each year during the term of this contract for the purpose of determining amount to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

3. Schedule of Fair Share Fee Deductions

a. Payroll deduction of such fair share fee shall commence on the first pay date which occurs on or after January 15 annually and ending with the second pay in June. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction will commence on the first pay date on or after the later of: a) thirty (30) days of employment in a bargaining unit position, or b) January 15.

b. Upon termination of membership during the Membership Year, the Board Treasurer shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

4. Transmittal of Deductions

The Board further agrees to accompany each transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

5. Procedure for Rebate

The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09 (C) of the Ohio Revised Code and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitution of the United States and the State of Ohio.

## 6. Entitlement to Rebate

Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

## 7. Religious Exemption

Any exemptions made to this procedure because of a bona fide religious belief shall be made pursuant to Ohio Revised Code 4117.09 (C).

3.7.9 The Association, on its own behalf and the OEA and the NEA, agrees to indemnify and hold harmless the Board and its officers, members, employees and agents from any and all loss, costs or damages of any kind whatsoever arising out of or connected with the implementation or enforcement of the provisions of the fair share fee provided that:

1. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a nonmember for which indemnification may be claimed;
2. The Association shall reserve the right to designate counsel to represent and defend the employer;
3. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;
4. The Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provisions herein.

## 3.8 UNIT MEMBER REPRESENTATION

Unit members may request to be represented at any meeting with the administration that might result in formal disciplinary action against him/her. Formal disciplinary action would include a letter of reprimand, suspension, or termination.

3.8.1 Evaluation conferences and routine conversations with unit members where constructive advice and criticism is given shall not constitute a disciplinary meeting for the purpose of this paragraph.

3.8.2 Any meeting which might result in disciplinary action shall be held within five (5) working days of notification by the administration.

3.9 When a complaint is made to the Board or any of its members or administrators by a student's parents or any other member of the public concerning a unit member's conduct or other activities that relate to the unit member's employment duties, and the concern is thought to be serious enough to become a matter of record, the unit member shall be informed of the stated concern by the appropriate administrator in a private meeting.



- 3.9.1 The unit member may have a representative of the Association present. The appropriate administrator and unit member shall attempt to resolve that party's complaint.
- 3.9.2 Should the complaining party still not be satisfied and bring the concern to the Board, the unit member shall be so informed and have the right to provide the Board information concerning the issue.
- 3.9.3 In no case shall such a complaint be grounds for action of reprimand or discipline against a unit member without the unit member having prior notice that would allow for the unit member to attempt to resolve the concern or provide information on the issue in a meeting with the administration.

**ARTICLE 4**  
**BOARD RIGHTS**

- 4.1 Except as specifically abridged, delegated, granted or modified by a specific and express term of this Agreement, the Board hereby retains and reserves all powers, rights, authority, duties, and responsibilities conferred upon and vested in it and/or the Superintendent by the laws and Constitution of the State of Ohio, and of the United States, including but not limited to the Board's right to:
  - 4.1.1 Determine matters of inherent managerial policy that includes, but are not limited to areas of discretion or policy such as the functions and programs of the Board, standards of services, its overall budget, utilization of technology, and organizational structure;
  - 4.1.2 Direct, supervise, evaluate, and hire employees;
  - 4.1.3 Maintain and improve the efficiency and effectiveness of school operations;
  - 4.1.4 Determine the overall methods, process, means or personnel by which school operations are to be conducted;
  - 4.1.5 Suspend, discipline, demote or discharge for just cause, or lay off, non-renew, transfer, assign, schedule, promote, or retain employees;
  - 4.1.6 Determine the adequacy of the work force;
  - 4.1.7 Determine the overall mission of the District as an educational unit;
  - 4.1.8 Effectively manage the work force;
  - 4.1.9 Take actions to carry out the missions of the District;
  - 4.1.10 Give the Superintendent the right to direct, assign, supervise, evaluate, schedule, and transfer unit members.
- 4.2 The Board's and the Superintendent's exercise of the foregoing management rights requires neither prior negotiation with nor agreement of the Association.

**ARTICLE 5**  
**GRIEVANCE PROCEDURE**

**5.1 DEFINITIONS AND GENERAL PROVISIONS**

- 5.1.1 This procedure shall be available to all unit members as the exclusive method for resolving disputes under this Agreement. No reprisals of any kind shall be taken against any unit member for initiating a grievance, withdrawing a grievance, or participating in the grievance procedure.
- 5.1.2 The word "day" or "days" means regularly scheduled unit member working days during the regular school year. During the summer, winter, and spring vacations, it shall mean weekdays.
- 5.1.3 A "grievance" is a claim by a unit member that the Board or an administrator has violated, misinterpreted, or misapplied a specific and express term of this written Agreement.
- 5.1.4 "Immediate supervisor" means the supervisor or other administrator having immediate responsibility over the grievant.
- 5.1.5 If a unit member fails to file a written grievance or appeal a grievance to the next step by the stated deadlines, then the grievance shall be considered waived.
- 5.1.6 If an administrator fails to hold a meeting or to respond to a grievance by the stated deadline, the member of the Association is entitled to an appeal to the next step.
- 5.1.7 Any party may be accompanied at any formal step (Steps Two-Five) of the grievance procedure by a representative of his/her choice.
- 5.1.8 A unit member may present grievances and adjust them, without the intervention of the Association, as long as the adjustment is not inconsistent with the terms of the agreement then in effect, and as long as an Association representative has the opportunity to be present at the adjustment. The Association representative may be present but shall not participate in the meeting at which the adjustment occurs unless requested by the unit member who filed the grievance.
- 5.1.9 Resolution of a grievance at any level shall apply only to the contractual reference of the stated grievance and shall in no way infringe on the statutory obligations or other policies of the Board.

**5.2 PROCEDURE**

- 5.2.1 STEP I: Any unit member having a grievance shall first discuss such grievance with his/her immediate supervisor. The unit member will indicate that the matter being discussed is a grievance. The objective is to resolve the problem through free and informal communications.
  - 5.2.1.1 It may or may not be necessary for the supervisor to confer with the appropriate director depending on the nature of the complaint. The discussion with the supervisor shall take place within fifteen (15) working days following the act or condition which is the basis for said grievance.
  - 5.2.1.2 A decision and reasons for such decision shall be made within seven (7) working days from the date of the meeting between the unit member and the supervisor.

- 5.2.2 STEP II: If the discussion with the supervisor does not resolve the grievance to the satisfaction of the unit member, such unit member shall have the right to lodge a written grievance with the appropriate director within seven (7) working days following the decision by the supervisor.
- 5.2.2.1 The grievance shall be submitted on the standard Grievance Form and copies will be submitted to the appropriate supervisor and to the Superintendent.
  - 5.2.2.2 The written grievance must state the name of the grievant, the specific condition or occurrence on which the grievance is based, the date or dates of the occurrence of the conduct or condition on which the grievance is based, the particular article and section of this Agreement that the grievant claims has been violated, and the specific relief sought.
  - 5.2.2.3 The director shall notify the unit member in writing of his/her decision and reasons for the decision within seven (7) working days following receipt of the grievance. A copy of the director's notification to the unit member shall be sent to the appropriate supervisor.
  - 5.2.2.4 The unit member shall also have the right to request a hearing before the director.
  - 5.2.2.5 The director may also request the presence of the supervisor in order to expedite a solution.
  - 5.2.2.6 The hearing shall be within seven (7) working days following the receipt of the request.
  - 5.2.2.7 The unit member shall be notified in writing within seven (7) working days after the date of the hearing of the director's decision and reasons for the decision. A copy of the director's notification to the unit member shall be sent to the appropriate supervisor.
- 5.2.3 STEP III: If the action taken by the director does not resolve the grievance to the satisfaction of the unit member, such unit member may appeal in writing to the Superintendent.
- 5.2.3.1 Time limitation, request for hearing, and procedure for appeal shall be the same as for initiating the grievance with the director.
  - 5.2.3.2 The appeal will be made on the standard Grievance Procedure Form and a copy sent to the director. It will indicate that it is an appeal and will include disposition by the director.
  - 5.2.3.3 A copy of the Superintendent's notification to the unit member shall be sent to the director. A copy shall also be sent to the Executive Committee of the Association.
- 5.2.4 STEP IV: If the action taken by the Superintendent does not resolve the grievance to the satisfaction of the unit member, such unit member may, within seven (7) working days following the Superintendent's decision, appeal in writing to the Board.

- 5.2.4.1 The appeals shall be made on the standard Grievance Procedure Form and filed with the Treasurer of the Board, with a copy sent to the Superintendent. The grievance shall be placed on the agenda for the next regular meeting of the Board. The grievance may be heard in either open or closed session at the request of the unit member.
- 5.2.4.2 The Board shall act on the appeal no later than the next regular Board meeting following the introduction of the grievance.
- 5.2.4.3 Copies of the final disposition shall be sent to the unit member, supervisor, director, and Superintendent. A copy shall also be sent to the Executive Committee of the Association at the request of the grievant.
- 5.2.5 STEP V: If the grievant is not satisfied with the disposition in Step IV, he/she may request to the Association that the grievance be submitted to arbitration within ten (10) days after receipt of the disposition at Step IV.
  - 5.2.5.1 The grievant's request for arbitration shall be by certified mail, with return receipt requested, to the Association and to the Superintendent.
  - 5.2.5.2 If the Association agrees to submit the matter to arbitration, the Superintendent or his/her designated representative and the Association shall mutually petition the Federal Mediation and Conciliation Service to provide both parties with a list of seven (7) names. A second list of seven (7) names may be requested by either party before the parties begin selecting an arbitrator. An arbitrator shall be selected from the first or second list by the "alternate strike method." A toss of a coin shall determine who strikes first.
  - 5.2.5.3 The arbitrator shall hold the necessary hearing promptly and issue the decision within thirty (30) calendar days or as may be agreed upon by the parties involved. The decision of the arbitrator shall be binding on the Board, the Association, and the grievant. Binding arbitration shall be the sole and exclusive remedy for an alleged violation of this Agreement. The Association, Association representative, or individual unit members may not file any unfair labor practice charge or any other action to enforce the rights provided by this Agreement.
  - 5.2.5.4 The arbitrator shall not have the authority to add to, subtract from, or modify any of the provisions of this Agreement. The arbitrator shall not have the authority to rule contrary to the law of the State of Ohio. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) not submitted to him/her.

He/she shall not limit or interfere with the powers, duties, and responsibilities of the Board or Administration under Article 4 of this Agreement, any other provision of this Agreement reserving powers and duties to the Board or Administration or any applicable law or regulation having the force and effect of law. No grievance shall be arbitrated together with any other grievance except by mutual consent of the parties.
  - 5.2.5.5 The cost of arbitration shall be shared by the parties, except that each party shall bear the cost of its own representative(s).

**ARTICLE 6**  
**UNIT MEMBERS CONTRACTS**

- 6.1 The Board may enter into either limited or continuing contracts with unit members. All unit members who are not eligible for a continuing contract shall be employed on a limited contract.
- 6.1.1 A limited contract for regular teaching duties shall be from one (1) to five (5) years in length. Supplemental and extended service contracts shall be one (1) year in length.
- 6.1.2 Unit members holding a provisional teaching certificate or five- (5) year license may, after one (1) or more years in the District, be employed under a contract for more than one (1) year but not exceeding five (5).
- 6.1.3 A unit member with a temporary or two-year provisional license is eligible for a one (1) year contract only.
- 6.2 Unit members initially licensed on or after January 1, 2011, may only earn a continuing contract as prescribed by Ohio Law.
- 6.2.1 Unit members licensed before January 1, 2011, eligible for a continuing contract are those:
1. holding a professional, permanent, or life teacher's certificate/license;
  2. holding a professional educator license who have completed the applicable one of the following.
    - a. If the teacher did not hold a Master's Degree at the time of initially receiving a professional certificate/license or professional educator license, thirty (30) semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the professional license, as specified in State Board of Education rules.
    - b. If the teacher held a Master's Degree at the time of initially receiving a professional certificate/license or professional educator license, six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the professional license, as specified in State Board of Education rules.
  3. who have been employed as teachers by the Board for three (3) of the past five (5) years or who have attained a continuing contract status elsewhere and have completed two (2) years of service with the District.
- 6.3 The first contract of a unit member may be terminated at any time without specified reasons during the first ninety (90) working days of employment, upon written notice to the unit member as follows: five (5) working days' written notice during the first twenty (20) working days; ten (10) working days' written notice thereafter through the first sixty (60) working days; and twenty (20) working days' notice for the remainder of first ninety (90) working days. The provisions of this section supersede Sections 3319.16 and 3319.161 of the Ohio Revised Code and the unit member may not grieve such termination.
- 6.4 The regular limited teaching contract may be non-renewed in accordance with the following procedures:

- 6.4.1 Non-renewal of a unit member's limited contracts during the first eight (8) years of employment or a probationary limited contract issued under Section 6.5.1 may be accomplished by a resolution of the Board declaring its intention not to reemploy the unit member at the expiration of his/her limited or probationary limited contract. The Board shall give the unit member written notice of the action on or before the first day of June of the year in which the contract expires. In giving a unit member notice, the Board or the Superintendent shall do either of the following: 1) deliver the notice by personal service upon the unit member; or 2) deliver the notice by certified mail, return receipt requested, addressed to the unit member at the unit member's place of employment and deliver a copy of the notice by certified mail, return receipt requested, addressed to the unit member at the unit member's place of residence.
- 6.4.2 A unit member may challenge procedural noncompliance with the requirements of Section 6.4.1 above, through the grievance procedure but may not contest the substance of, or reasons for, the Board's non-renewal action, or the Superintendent's recommendation of such action.
- 6.4.3 Non-renewal decisions will not be based solely on a single year of the student growth measure.
- 6.4.4 A unit member's second and subsequent contracts may be terminated for "just cause" provided that the Board shall furnish the unit member with a written notice of termination specifying the grounds for such action. This section shall not apply to probationary contracts issued under Section 6.5 below.
- 6.5 A unit member who is eligible for a continuing contract may be non-renewed, may be given a continuing contract, or may be given one (1) one- or two-year probationary limited contract with written reasons directed toward professional improvement.
- 6.5.1 If the unit member is reemployed after receiving a one- or two-year probationary limited contract, he/she shall receive a continuing contract. Noncompliance with the requirements of this section shall result in the granting of a continuing contract to a unit member otherwise eligible for a continuing contract.
- 6.6 Nothing in this Article shall apply to supplemental, extended-service contracts. Such contracts shall expire automatically at the conclusion of their terms. Notice of non-renewal shall not be required for such contracts.
- 6.7 Any offer of employment shall not be binding on the Board unless the District's contract form is signed and returned to the Treasurer on or before July 10.

## **ARTICLE 7**

### **LEAVES**

#### 7.1 PAID PERSONAL LEAVE

Three (3) days of unrestricted paid personal leave per contract year shall be granted each bargaining unit member upon submission, on the Board-prescribed form, at least three (3) days in advance of the intended absence.

- 7.1.1 Personal leave shall NOT be utilized in the following situations:
1. The day before or after a scheduled holiday or vacation.
  2. Days of scheduled parent/teacher conferences.
  3. Professional development days.

4. During the first ten (10) and last ten (10) days of each (teacher) school year.
5. When the number of bargaining unit members in any building requesting personal leave for that day exceeds two (2). Personal leave shall be granted on a first-come-first-served basis.
6. On days of district-wide events, for example, semester and final exam days, mandatory standardized testing days, new student orientation celebration, open houses and sophomore visitation days.
7. To engage in gainful employment elsewhere.
8. To engage in work stoppage or strike activity.

7.1.2 Personal leave shall not be carried over (accumulate to the next contract year), be converted to another form of leave, or be paid out (except as provided in the non-use leave bonus, Section 7.4).

7.1.3 Each unit member shall receive monthly statements of the total number of personal leave days accumulated.

7.1.4 Misuse or falsification of an application for personal leave by a bargaining unit member may be cause of denial of the leave or dismissal.

## 7.2 PAID SICK LEAVE

7.2.1 Sick leave shall be granted as prescribed by Section 3319.141 of the Ohio Revised Code, except that the maximum number of days that can be accumulated shall be two hundred sixty (260) for nine-month unit members. Application will be made in accordance with the procedure established by the administration.

7.2.2 Unit members shall accumulate sick leave at the rate of 1¼ days per month. Part-time unit members who work according to a Board-approved calendar earn prorated sick leave at 1¼ days per month.

7.2.3 It is the responsibility of a new unit member transferring sick leave to the District as provided in Section 3319.141 of the Ohio Revised Code to have a certified record of unused sick leave filed with the Treasurer within ninety (90) days of employment or such sick leave may not be credited.

7.2.4 Sick leave with pay may be used for the following purposes and must have the approval of the Superintendent:

7.2.4.1 For absence of the unit member due to illness, pregnancy, injury, or exposure to contagious diseases that could be communicated to other unit members or school children. If an injury was incurred while performing assigned duties in the course of employment, an accident report must be filed immediately with the supervisor.

7.2.4.2 For absence of the unit member to care for the unit member's ill: husband, wife, son, daughter (step-son or step-daughter if residing in the unit member's home), mother, father, brother, sister, grandmother, grandfather, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandchild, fiancé, and permanent, lone resident at the home of said unit member.

- 7.2.4.3 For absence due to death of the unit member's: husband, wife, son, daughter, step-son, step-daughter, mother, father, brother, brother-in-law, sister, sister-in-law, grandmother, grandfather, mother-in-law, father-in-law, grandchild, step-mother, step-father, niece, nephew, uncle, aunt, fiancé, or permanent lone resident at home of said unit member. Absence due to death generally shall not exceed five (5) working days. Additional days shall be pre-approved by the Superintendent and shall be determined by the family relationship and the circumstances surrounding the death.
- 7.2.4.4 New unit members shall be credited with five (5) days of sick leave in advance, which will be charged against the fifteen (15) days that can be accumulated for the year.
- 7.2.4.5 If in the case of any disability including pregnancy, it becomes evident to the administrative staff that the unit member can no longer perform his/her duties in a competent manner, the Superintendent shall recommend to the Board that such unit member either be given an unrequested paid sick leave or an unrequested unpaid leave in accordance with Section 7.6.6 below.
- 7.2.4.6 Each unit member shall receive monthly statements of the total number of sick leave days accumulated.
- 7.2.4.7 Absence of a full-time unit member shall be calculated on the following basis:
- Two hours or less equals one-fourth of a day's absence.  
Two hours to four hours equals one-half of a day's absence.  
Four hours to six hours equals three-fourths of a day's absence.  
Six hours or more equals a full day's absence.

### 7.3 SICK LEAVE BANK

- 7.3.1 Effective November 1, 1993, a sick leave bank shall be made available to full-time unit members (that is, unit members regularly assigned to work thirty [30] or more hours per week) on the following items:
- 7.3.1.1 Participation shall be voluntary and the District Treasurer shall keep a record of all participants. An eligible unit member may elect to participate by submitting a signed Sick Leave Donation form to the District Treasurer between September 1 and September 30, inclusive, of any school year (beginning with the 1993-94 school year) authorizing the donation to the bank of one (1) day of the participant's accumulated sick leave in October and an additional day of such leave in May of that school year. Thereafter, if the total number of days in the bank falls below twenty (20), each current participant shall automatically donate one (1) additional day of accumulated sick leave to the bank. A participant's donation shall not be construed as the use of sick leave for purposes of determining eligibility for the cash benefit for non-use of leave described in Section 7.4 of this Agreement.
- 7.3.1.2 The Association President (or designee) shall process all requests for use of sick days in the bank. Days may be used only with approval of the Association President (or designee), and the decision shall be final, being neither grievable under this Agreement nor otherwise subject to challenge. Days may be used only for a catastrophic illness or injury, documented by a physician as to nature and extent of the particular problem, after exhaustion of the participant's accumulated sick leave. If a request is granted, it must be for not less than twenty (20) nor more than thirty (30) days during a particular school year.



The Association must notify the District Treasurer whether the request has been granted or denied prior to the applicant's exhaustion of other authorized leave. Days shall not be available to any non-participant or to a participant who has applied for disability retirement or to enhance a participant's retirement/death payment under Article 8 of this Agreement. The Association President (or designee) shall notify the Treasurer of approved requests.

- 7.3.1.3 A participant may terminate his/her participation in the bank by submitting written notice to the Association President (or Designee) and District Treasurer, such termination to be effective on the date of receipt. Eligibility to use bank days ceases upon termination of participation, and no days donated to the bank, while a participant, are recoverable.
- 7.3.1.4 A participant's membership will be terminated if he/she has no accumulated sick leave to contribute to the bank at the time contributions are to be made.
- 7.3.1.5 If, as of October 1 of any school year (beginning with the 1993-94 school year), the number of participants in the bank is less than twenty-five (25), the bank shall automatically terminate for the duration of this Agreement and the unused days donated to the bank shall be credited by the District Treasurer back to the individual accumulated sick leave accounts of those who elected to participate according to the level of contribution during the previous year (a maximum of two [2] days) and the balance will be liquidated.
- 7.3.1.6 If the number of days remaining in the bank at the time of termination is such that the remaining participants cannot receive their previous year's contributions, each remaining participant's accumulated sick leave account will be credited one (1) day sick leave with any balance being liquidated.
- 7.3.1.7 If the number of days remaining in the bank at the time of termination is fewer than the number of remaining participants, the donated days will be credited to those members' accumulated sick leave accounts on an equal basis by one quarter (1/4) day increments with any balance being liquidated.

#### 7.4 CASH BENEFIT OF NON-USE OF PERSONAL AND SICK LEAVE

##### 7.4.1 Personal leave

Effective July 1, 2013, a unit member not using any personal leave during the period from July 1 through December 31 during a contract year shall receive additional pay in the amount of \$500.00. A unit member not using any personal leave during the period from January 1 through June 30 during each contract year shall receive additional pay in the amount of \$500.00.

In addition, a unit member not using any personal leave during the period from July 1 through June 30, during each contract year, if employed during that entire period shall receive additional pay in the amount of \$200.00.

##### Sick leave

Effective July 1, 2013, a unit member not using any sick leave during the period from July 1 through December 31 during a contract year shall receive additional pay in the amount of \$500.00. A unit member not using any sick leave during the period from January 1 through June 30 during each contract year shall receive additional pay in the amount of \$500.00.

In addition, a unit member not using any sick leave during the period from July 1 through June 30 during each contract year, if employed during the entire period, shall receive additional pay in the amount of \$200.00.

7.4.2 To be eligible for pay, a unit member shall be under contract the total number of days indicated by the adopted work calendar for each six-month period under review. Thus, a mid-year change of employment (hiring into an eligible position in the district or resigning from an eligible position in the district) would impact only one six-month term for this article.

7.4.3 Any unit member who qualifies for this benefit shall have payment for such included in the second pay of August.

7.4.4 Part-time certificated/licensed instructors who are employed by the Board under a regular teaching contract and are salaried, work a calendar, and are not considered "tutors" may receive a prorated payment for non-use of personal and sick leave.

## 7.5 PAID ASSAULT LEAVE

Assault leave shall be provided in accordance with Section 3319.143 of the Ohio Revised Code and the following regulations:

### 7.5.1 Conditions

7.5.1.1 A unit member is absent due to a physical disability resulting directly from an assault that occurs during the course of Board employment.

7.5.1.2 The Board shall have the sole discretion to determine whether or not the disability resulted from an assault occurring in the course of Board employment.

7.5.1.3 The incident resulting in the disability must be immediately reported in writing to the appropriate director and the Superintendent. Full particulars must be given including a description of the circumstances and events surrounding the assault, the location and time, the names and addresses of witnesses, and a description of the injuries sustained.

7.5.1.4 If medical attention is required, a certificate from a licensed physician stating the nature of the disability and its duration shall be required before assault leave will be considered. The unit member shall not return to work until he/she obtains a certificate from a licensed physician stating he/she is able to do so. However, the Board will have the sole authority to establish the unit member's fitness to resume performance of contract duties based on the recommendations of the attending physician and appropriate administrator(s).

7.5.1.5 Any assault leave granted by the Board will terminate upon return to duty, expiration, or termination of contract, resignation, or declaration of eligibility for disability retirement benefits.

7.5.1.6 Any salary amount paid under the terms of this policy are in lieu of workers' compensation benefits.

7.5.1.7 Falsification of either a signed statement by the unit member or a physician's statement is grounds for suspension or termination of employment under Section 3319.16 of the Ohio Revised Code.

## 7.5.2 Provisions

7.5.2.1 A maximum of twenty (20) working days of assault leave may be granted. A review of conditions may be necessary. Assault leave granted under the above conditions shall not be charged to sick leave.

7.5.2.2 There shall not be any accrual of assault leave.

## 7.6 UNPAID LEAVES OF ABSENCE

### 7.6.1 General Regulations

7.6.1.1 All requests for Leave of Absence shall be submitted in writing to the Superintendent through the appropriate supervisor to the appropriate director.

7.6.1.2 Unpaid leave may be granted for any of the following reasons:

- a. Personal illness or disability, including disability associated with pregnancy or childbirth;
- b. Child care and adoption;
- c. Professional growth;
- d. Other good and just cause.

7.6.1.3 The Superintendent shall recommend disposition of the requests to the Board who shall approve or disapprove the requests.

#### 7.6.1.4 Use of Leave

A Leave of Absence Request Form must be used for the purpose stated by the unit member in the application. Any alteration of approved plans or purposes of the leave without the advance approval of the Superintendent may be considered as a termination of contract.

#### 7.6.1.5 Compensation during Leave

All leaves granted under this provision are without pay. For purposes of placement on the salary schedule, a leave of absence for service in the Armed Forces of the United States shall be counted as though service had been performed. For all other leaves, salary increments are not earned.

#### 7.6.1.6 Length of Leave

Leaves for any purpose other than military service may be granted for one year or any portion thereof and shall not be extended for more than one additional year.

#### 7.6.1.7 Absence Following Expiration of Leave

Any unauthorized absence from duty following the expiration of a leave may also be considered as a termination of contract.

#### 7.6.1.8 Reemployment after Leave

Upon return to service after leave, a unit member shall be placed on the salary schedule as dictated by training and experience and have the same contract status that he/she held prior to the leave. Whenever possible, the particular assignment held prior to a leave will be made but cannot be guaranteed.

#### 7.6.1.9 Hospitalization and Other Benefits

While on authorized leave, unit members may continue retirement credit, insurance, and other benefits at their own expense. The Board will continue retirement payments only if the individual makes the unit member retirement contributions.

#### 7.6.1.10 Availability of Substitute

The Board shall not grant leave for professional growth unless a substitute satisfactory to the administration is available.

### 7.6.2 Personal Illness or Disability Leave

7.6.2.1 Unit members who are unable to perform their duties in a satisfactory manner because of personal illness or other disability, including disability associated with pregnancy or childbirth, and who have exhausted sick leave, shall be granted a leave of absence without pay for the remainder of the grading period, the semester, or for a full school year.

7.6.2.2 The request for such leave must be accompanied by a statement from an attending physician stating the nature of the illness or disability and definitely recommending relief from duties.

7.6.2.3 Request for resumption of duties must be at least three weeks prior to the beginning of the grading period, semester, or school year in which the unit member will return.

7.6.2.4 The request for resumption of duties must be accompanied by an attending physician's written statement certifying that the unit member is able to resume his/her duties.

7.6.2.5 A leave may be terminated prior to its expiration date at the discretion of the Superintendent and in accordance with the need and interest of the district.

### 7.6.3 Child Care and Adoption Leave

7.6.3.1 Any unit member may request leave without pay for Child care or adoption.

7.6.3.2 A unit member shall request Child care or adoption leave in writing to the Superintendent at least thirty (30) days prior to the expected date of departure. The unit member shall inform the Superintendent in writing of the date of return to employment. Return shall be at the beginning of a semester or school year. The Superintendent may terminate this leave if deemed in the best interest of the District. In event of miscarriage or death of the infant, and an appropriate position is open, a unit member may terminate his/her leave at an earlier time.

### 7.6.4 Professional Growth Leave

7.6.4.1 Unit members may request in writing to the Superintendent leave without pay for professional improvement. Such request must be made at least sixty (60) days prior to the beginning of such requested leave. The application must be accompanied by an outline of the program of study to be pursued or the proposal for professional improvement. At least three (3) years of service with the District is required before such leave will be considered.

7.6.4.2 Application for resumption of duties must be made at least sixty (60) days prior to the expiration of the leave.

#### 7.6.5 Military Service Leave

7.6.5.1 Any unit member who is a member of the Ohio organized militia or a member of other reserve components of the Armed Forces of the United States, including the Ohio National Guard, who is called to active duty, shall be granted leave in accordance with Sections 1751.54, 3923.381, 3923.382, and 5923.05 of the Ohio Revised Code, and other laws, as applicable.

7.6.5.2 The benefits provided unit members who have received orders to active duty may be increased beyond what is mandated by law at the discretion of the Board. Nothing in this Article mandates that any increase in benefits beyond what is required by law be sustained, once instituted by Board action.

7.6.5.3 The application for leave due to military service and a copy of the orders shall be presented in writing to the Board as far in advance as possible.

#### 7.6.6 Unrequested Leave of Absence

In the event a unit member is unable to satisfactorily perform the duties of his/her position because of physical or other disability, or if the employee has been absent due to personal illness to the limit of his/her sick leave, the Superintendent may recommend to the Board, without the request of the unit member, a leave of absence for a part of the school year, for the remainder of the school year, or for a full school year, and renewals thereof, and the Board may grant such leave in accordance with Section 3319.13 of the Ohio Revised Code.

#### 7.7 JURY DUTY/COMPLYING WITH A SUBPEONA

The Board will pay any unit member regular compensation for leave while on jury duty and/or complying with a subpoena. Remuneration for serving as a juror should be paid to the district when a leave form is submitted (by check or money order) following the day(s) of absence.

#### 7.8 EMERGENCY LEAVE

The Board recognizes that unit members may need to be absent from work for emergency situations that are not covered by sick leave or personal leave. Emergency leave may be granted in accordance with the following regulations:

7.8.1 The Superintendent, or authorized representative, shall have discretionary authority to grant or reject leave for emergencies not covered by sick leave or personal leave.

7.8.2 Such leave is not accumulative and is not charged against sick leave. If emergency leave is granted and the unit member has sufficient personal leave available, the available personal leave will be charged and the charged time will be paid. Otherwise, all approved emergency leaves are unpaid and are intended to prevent the unit member from being absent without leave.

7.8.3 When advanced notice is impractical because of the nature of the emergency, the unit member shall contact the Superintendent and the Director as soon as possible. Oral permission may be obtained from the Superintendent. The appropriate Board-prescribed form shall be completed at a later date.

**ARTICLE 8**  
**RETIREMENT/DEATH PAYMENT**

8.1 Any unit member who qualifies for retirement under the State Teachers Retirement System or who dies shall receive a one-time, lump sum payment for unused accumulated sick leave in accordance with the following provisions:

8.2 **ELIGIBILITY**

A unit member's eligibility for retirement pay shall be determined on the final date of employment, or the date indicated on the death certificate, by the following criteria:

8.2.1 The unit member must retire or die while employed by this District and qualify for either service retirement, disability retirement, or death benefits.

8.2.2 Satisfactory documentation must be provided to the Treasurer demonstrating the unit member's eligibility for either service retirement, disability retirement, or death benefits.

8.2.3 The unit member must not have less than ten (10) years of service with this District, the State, or its political subdivisions.

8.2.3.1 Purchased military or other STRS/SERS and PERS allowable purchased time, or anytime thereof, may be used toward the minimum time necessary.

8.2.3.2 Fifteen (15) days per year for purchased military time only may be used for calculating accumulated sick leave.

8.2.4 The unit member or beneficiary must sign a statement before the check is received certifying that all eligibility criteria have been met. The statement shall include the effective date of retirement or a death certificate in the event the employee is deceased.

8.3 **BENEFIT CALCULATION**

8.3.1 Payment shall be made for the unit member's accrued but unused sick leave days at the time of retirement or death based on 29 percent of the value of his/her accrued sick leave days to the maximum indicated in Section 8.3.2.

8.3.2 Unit members shall receive payment for unused sick leave based upon years of service to the maximum listed below:

<u>Years of Service</u>	<u>Maximum Service Retirement Benefit Days</u>
10	45
15	52
20	57
25	65
30	70
35	75

8.3.2.1 If the unit member submits to the Superintendent's Office a letter of resignation for purposes of retirement effective at the end of the unit member's current contract year on or before February 1, the unit member shall receive an additional seven (7) retirement benefit days of pay regardless of his/her eligibility under Article 8.3.1.

If the unit member submits to the Superintendent's Office a letter of resignation for purposes of retirement effective anytime during the unit member's following contract year on or before May 1, the unit member shall receive an additional seven (7) retirement benefit days of pay regardless of his/her eligibility under Article 8.3.1.

- 8.3.3 Payment shall be based upon the unit member's daily rate at the time of retirement or death. Daily Rate shall be determined by dividing base pay by the number of days in the contract. Base pay is determined by placement on the salary schedule plus shift differential, longevity, and extra teaching minutes. Extended service and supplemental contracts are not included in the calculation of base pay.
- 8.3.4 Number of accrued unused sick leave days x .29 (to the applicable maximum listed in Section 8.3.2) x Daily Rate = Retirement Rate Benefit
- 8.3.5 Receipt of payment for accrued, unused sick leave shall eliminate all accrued, unused sick leave of the unit member.
- 8.3.6 Retirement pay shall be paid by "provided method" and shall be paid only once to the unit member or other payee, as authorized by the unit member, or to the beneficiary, in the case of death. The pay shall be subject to all legal deductions. For retirement pay, if the payee is other than the unit member, the unit member will be responsible for providing all external documentation necessary for issuance of pay (for annuity payments, leave buy-back payments, etc.)

#### 8.4 APPLICATION PROCEDURE

- 8.4.1 Application for retirement pay is made through the office of the Treasurer. The record on file in the Treasurer's office regarding accrued, unused sick leave shall serve as the official documents. In case of a unit member's death, the Treasurer will notify the immediate beneficiary or the estate of the necessary procedures to follow.
- 8.4.2 Payment shall be made within sixty (60) days of the unit member's effective date of retirement if the application is made prior to the effective date of retirement and if service credit has been certified by the appropriate retirement system.

### **ARTICLE 9 TRAVEL**

#### 9.1 TRAVEL

Mileage shall be paid for driving privately-owned automobiles at the rate established by the IRS. Any changes in rate by the IRS shall be implemented the following July.

- 9.1.1 Mileage shall be reimbursed for official school business and shall exclude normal commuting travel. Reimbursement would include actual travel distance at established rate (as defined in 9.1) and parking.
- 9.1.2 All trips outside the District and/or the Columbus metropolitan area shall be approved in advance by the Superintendent.
- 9.1.3 Travel Report Forms shall be submitted to the immediate supervisor on the first of each month for the preceding month. Names of individuals and/or places visited shall be listed on the report. In order to assure uniformity in reporting distance traveled, unit members shall use the mileage guide established by the administration where applicable.

9.1.4 Parking expenses shall be listed as a separate item and may not be converted to mileage. Receipts must be submitted with travel report or professional meeting or visitation expense statement. Claims up to \$3.00 for parking meter expense will be accepted without a formal receipt.

9.1.6 Mileage shall not be reimbursed for driving in the following situations:

1. Driving from home to school or school to home;
2. Trips such as picking up or delivering supplies or materials, bringing students to school or taking them home, etc., when the trip is en route to school or home;
3. Non-educational trips and social activities;
4. Travel to summer school or graduate school;
5. General school and professional association meetings such as preschool and in-service workshops, OEA, NEA, etc., including committee meetings related to those groups unless approved in advance by the Superintendent or his designee;
6. Dances, picnics, banquets, skating parties, and other recreational activities;
7. Judging fairs and contests;
8. Evaluation activities, such as North Central Evaluation for other school districts.
9. Reimbursement shall not be paid when mail, telephone, or delivery service can be used.

## **ARTICLE 10**

### **PROFESSIONAL MEETINGS**

10.1 The Board requires reasonable participation by the Board members and school personnel of the District in meetings, seminars, and visitations which will prove to be beneficial both to the individual and to the District.

10.2 Attendance at all meetings, whether local, area, state or national, must be approved by the appropriate supervisor, appropriate director, and Superintendent in advance. Approval for professional visitations will be based on factors such as potential benefits, expense, number and type of request, state of the budget, accumulative time off the job, and related matters.

10.3 When a meeting or visitation has been approved, reasonable reimbursement will be granted for transportation, meals, lodging, and registration.

10.4 All unit member requests to attend local, state or national meetings must be submitted on the appropriate form and include the following information:

- 10.4.1 Name of meeting, dates, and place of meeting;
- 10.4.2 Purpose of meeting;
- 10.4.3 Estimate of expenses.



- 10.5 An itemized expense statement must be submitted to the Superintendent as soon as practical after each visit. Receipts for hotel bills, transportation (except when driving), and registration fees must accompany expense statements. The unit member shall not include such items as gratuities, phone calls, and other non-reimbursable expenses.
- 10.6 Requests for reimbursement shall not be made for meetings and workshops where the unit member is reimbursed directly by the Division of Career/Technical and Adult Education or any other source.
- 10.7 Workshops, seminars, classes, etc., required for certification/licensure, or requested for only personal gain, shall be the responsibility of the individual and are not subject to reimbursement by the Board.
- 10.8 Release time shall be provided for all official delegates to the Ohio Education Association conventions not to exceed three (3) days per delegate per year. The Board shall pay the salary of the delegate and pay for a substitute teacher. The Board shall not be obligated for any other expenses.
- 10.9 The Association shall be a full partner with the Board as it relates to establishment and operation of a Local Professional Development Committee (LPDC). The LPDC's role shall be to oversee, review, and approve all professional development plans, coursework, continuing education units, and related activities as required in ORC 3319.22 and the State Board of Education's rules and regulations.

The LPDC shall have at least the minimum number of members as required in ORC 3319.22. The committee shall be responsible for developing operational guidelines to be submitted for joint approval by the Superintendent and Association President. Such guidelines shall not be inconsistent with any section or term of this Agreement.

If the Superintendent and the Association President are unable to reach agreement on the proposed guidelines (provisions), then both parties shall have their rights as defined under law.

## **ARTICLE 11** **WORK DAY AND YEAR**

### 11.1 WORK DAY

- 11.1.1 The regular work day for unit members shall be an average of 450 minutes, including 30 duty-free minutes for lunch.
  - 11.1.1.1 The regular work day for unit members assigned to a satellite location shall be the same as the regular work day of the building of assignment including a 30-minute, duty-free lunch period.
  - 11.1.1.2 A "satellite" operation is defined as any program the Board may establish or discontinue from time to time away from premises owned or operated by Eastland- Fairfield Career & Technical Schools that involves the delivery of educational services by unit members.
  - 11.1.1.3 Part-time certificated/licensed instructors who are employed by the Board under a regular teaching contract and are salaried, work a calendar, and are not considered "tutors" may be assigned a modified/prorated duty-free lunch based upon the length of the instructor's workday.

- 11.1.2 In addition, unit members are expected to attend parent-teacher conferences, open houses, unit member meetings, and advisory committee meetings, and perform other reasonable duties outside of the regular instructional day which are an integral part of the unit member's assigned professional duties.
- 11.1.3 Scheduled parent-teacher conference days, arranged by the administration, may start at a time different from the regular starting time for unit members. The administration reserves the right to modify the regular starting and ending times provided such scheduled time shall not exceed 7-1/2 continuous hours.
  - 11.1.3.1 Unit members assigned to a satellite location shall follow the parent-teacher conference schedule as developed by the building of assignment.
- 11.1.4 Each unit member shall receive an average of one planning period per day that shall be used exclusively for instructional planning, conferences with parents, and other similar job-related duties. The administration shall have the right to determine the length of the instructional day within the average 450-minute work day and the number of periods to be taught.
  - 11.1.4.1 Part-time certificated/licensed instructors who are employed by the Board under a regular teaching contract and are salaried, work a calendar, and are not considered "tutors" may be assigned a modified/prorated planning period based upon the length of the instructor's workday.
- 11.1.5 If the administration schedules a unit member to teach two (2) career/technical labs totaling more than an average of 287 minutes per day, the unit member shall receive additional compensation for such teaching at the unit member's hourly rate based on the salary schedule.
- 11.1.6 Notwithstanding Section 11.1.4 above, unit members assigned a duty/duties that the administration agrees merits modification of the work day of said assigned members shall be granted fifteen minutes compensatory time to be taken at the beginning or at the end of the day. Such time will be included as part of planning time. Members granted such time shall attend all meetings as scheduled by administration that may occur before or after school.
  - 11.1.6.1 Unit members assigned to a satellite location shall attend meetings that shall occur before or after school as agreed to between Eastland-Fairfield Career & Technical Schools administration and the satellite building administration.
- 11.1.7 Unit members shall be assigned no more than five (5) different class preparations. Different class preparations shall be defined as classes with different course names as presented in the master schedule.
  - 11.1.7.1 Unit members may request a waiver to 11.1.7 granting permission to be assigned a schedule that includes more than five (5) different class preparations. Such request shall be in written form, signed by the unit member, and delivered in person to the building director.
- 11.1.8 Unit members assigned a responsibility for development/revision of a subject area course of study during the regular work year will receive release time or a \$200 stipend.

When two or more unit members are assigned responsibility for development/revision of the same course of study, any stipend issued shall be divided among all unit members assigned.

- 11.1.9 Academic and career/technical related classes shall be limited to thirty (30) students in each class. Effective for the 2009-2010 school year, academic and career/technical related classes shall be limited to twenty eight (28) students in each class as determined by a roster count taken on February 15 of the academic year.
- 11.1.10 Flexible-entry student enrollment shall not occur in career/technical programs which maintain enrollment in excess of twenty-two (22) students.
- 11.1.11 All unit members shall participate in co-curricular activities conducted during the regular school day as designated by the building director.

## 11.2 WORK YEAR

- 11.2.1 The work year shall not exceed 188 days for new unit members and 186 days for all other unit members.
  - 11.2.1.1 Unit members assigned to a satellite location shall follow the calendar of the building of assignment. The minimum work year for unit members assigned to satellite locations is 186 days (188 days for new unit members) and may exceed 186 days (188 days for new unit members) to conform with the calendar of the building of assignment.
- 11.2.2 The unit members shall be allowed to have input into the development of the school calendar and shall report recommendations to the Superintendent by December 15th of each year.
- 11.2.3 The school calendar shall be distributed to all unit members prior to its adoption by the Board. However, the Board has the sole authority and responsibility for calendar adoption.
- 11.2.4 COTA Day will not be scheduled as an instructional day without written approval from the Association President.

## **ARTICLE 12** **VACANCIES**

- 12.1 The Superintendent shall determine when a vacancy exists, whether a vacancy exists, whether a vacancy shall be filled, and by whom it shall be filled.
- 12.2 The administration shall notify the unit members of any openings or new positions within the District so that the unit members may express interest in being considered for such positions. Unit members interested in transfer or other positions within the district shall notify the Superintendent of this interest. The determination of assignment shall be made by the administration considering the overall affect upon the District as well as the individual's wishes.
- 12.3 During the summer months, the administration shall notify the Association President of any openings or new positions within the District. It will be the responsibility of the Association President to notify members of any openings or new positions within the District.

**ARTICLE 13**  
**REDUCTION IN FORCE**

In the event the Board determines it is necessary to reduce the number of unit members, the following guidelines shall apply.

13.1 REASONS FOR REDUCTION

- 13.1.1 A decreased enrollment of students
- 13.1.2 Inadequate program enrollment
- 13.1.3 Curriculum change
- 13.1.4 Financial reasons
- 13.1.5 Suspension of schools
- 13.1.6 Territorial changes affecting the District

13.2 Procedures to be followed:

- 13.2.1 First, position(s) in the teaching field affected that are vacated as a result of voluntary resignation, retirement, or death will be reduced.
- 13.2.2 In making any reduction, the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent, who shall, within each teaching field affected, give preference to unit members on continuing contracts. The Board shall not give preference to any unit member based upon seniority, except when making a decision between unit members who have comparable evaluations.
- 13.2.3 On a case-by-case basis, in lieu of suspending a contract in whole, the Board may suspend a contract in part, so that an individual is required to work a percentage of the time the employee otherwise is required to work under the contract and receives a commensurate percentage of the full compensation the employee otherwise would receive under the contract. If the affected employee is not interested in the partial contract, the employee has the option to resign.
- 13.2.4 Layoff shall occur by suspension of contract. The limited contract of an affected employee that expires prior to the effective date of the RIF, that is not otherwise going to be non-renewed, shall be renewed and then suspended to implement the layoff.
- 13.2.5 An employee to be laid off due to RIF shall be given thirty (30) days advance written notification prior to the implementation of the RIF. EEA shall be sent a copy of said notification at the same time. The notice shall state the reason for the RIF, the effective date of contract suspension, and the date of the employer's action to implement the RIF.

- 13.2.6 Unit members, whose continuing contracts are suspended, shall have the right of restoration to continuing service status if and when teaching positions become vacant or are created for which any of such unit members are or become qualified. No unit member whose continuing contract has been suspended shall lose that right of restoration to continuing service status by reason of having declined recall to a position that is less than full-time, or if the unit member was not employed full-time just prior to suspension of the unit member's continuing contract, to a position requiring a lesser percentage of full-time employment than the position the teacher last held while employed in the district. Seniority shall not be the basis for restoring a unit member, except when making a decision between unit members who have comparable evaluations.
- 13.2.6.1 Unit members on continuing contract selected for suspension of contract shall immediately be placed on a RIF list for a period of twenty-four (24) months.
- 13.2.6.2 It is the responsibility of the suspended unit member to keep a current address on file with the Superintendent.
- 13.2.6.3 The unit member's eligibility for recall shall terminate if the unit member fails to respond to a recall notice within ten (10) days or rejects the position offered.
- 13.2.7 Seniority is defined as continuous length of service in the District and is computed from date of original employment (Board approval).
- 13.2.7.1 In the event of unit members having the same date of employment, the Board shall make the final decision.
- 13.2.7.2 Leaves of absence will not break the continuity of District seniority. However, additional seniority cannot be earned while on a leave of absence.
- 13.2.8 For the 2013-2014, 2014-2015, and 2015-2016 school years, all unit members having an "Accomplished," "Proficient" or "Developing" rating will be considered to have "comparable evaluations." This provision automatically expires on July 1, 2016.
- 13.2.9 Nothing contained herein shall abridge the Board's right to non-renew a limited teacher contract in accordance with Section 3319.11 of the Ohio Revised Code.

#### **ARTICLE 14** **PERSONNEL FILES**

- 14.1 This Article shall supersede Chapter 1347 of the Ohio Revised Code and any other contrary provisions of law.
- 14.2 An official personnel file for each unit member shall be maintained in the Superintendent's office. The contents of personnel file shall be kept as confidential as permitted by law.
- 14.3 Unit members and/or their authorized representatives shall have access to their personnel files upon reasonable request. Personnel files shall be reviewed in the presence of an appropriate administrator.

- 14.4 Access to a unit member's personnel file shall be limited to the Superintendent, the building director(s), other administrators who are or may be directly supervising that unit member, central office administrators, Board members, and Board counsel, and to other individuals, as required by law.
- 14.5 A unit member may attach a written statement of reply to any item which is placed in his/her file. All material to be placed in a unit member's personnel file shall be signed and dated and shall include the name(s) of those who are the source of any material.
- 14.6 A unit member shall be entitled to a copy of any material in his/her file at his/her cost.
- 14.7 If a unit member disputes the accuracy, relevance, timeliness or completeness of material in his/her file, he/she may file a written complaint with the Superintendent who shall conduct an investigation. The complaint shall specify the reasons why the unit member believes the material lacks one or more of these qualities. If the Superintendent determines the material lacks one or more of these qualities, it shall be modified or removed from the unit member's file.
- 14.8 Material in a personnel file may also be removed upon written mutual agreement of the unit member and the administrator who made the entry or the Superintendent.
- 14.9 If the unit member elects to submit the dispute to Step Four of the Grievance Procedure after receiving the Superintendent's decision, the Board may not order material removed from the unit member's personnel file unless the unit member demonstrates that the material is factually inaccurate, irrelevant, untimely, or incomplete.
  - 14.9.1 No grievance or aspect of any grievance that concerns an administrator's exercise of his/her professional judgment in matters such as evaluation and observation may be taken to Step Four.
  - 14.9.2 The Board is specifically prohibited from substituting its judgment for that of an administrator in matters of professional judgment.

**ARTICLE 15**  
**EMPLOYEE ASSISTANCE PROGRAM**

- 15.1 The Board recognizes alcoholism and drug abuse as treatable illnesses. When such illnesses impair the performance of unit members, the Board recognizes the responsibility to assist in the treatment of those illnesses.
- 15.2 The responsibility to correct unsatisfactory job performance or behavior resulting from a suspected health problem rests with the unit member. Failure to do so, for whatever reason, will result in appropriate corrective or disciplinary action as determined by the Board.
- 15.3 No unit member will have his/her job security or promotion opportunities jeopardized by his/her request for counseling or referral assistance.
- 15.4 Medical records of unit members with alcohol or other drug abuse problems will be preserved with the same degree of confidence as all other medical records.
- 15.5 Unit members who suspect they may have an alcohol or other drug abuse problem are encouraged to seek counseling and information on a confidential basis by contacting resources available for such service.

**ARTICLE 16**  
**UNIT MEMBER PERFORMANCE EVALUATION**

- 16.1 Unit members shall be evaluated in accordance with the Board-adopted evaluation policy as required in Ohio Revised Code, which shall be included in this Agreement. The evaluation shall be completed no later than the first day of May, and the teacher being evaluated shall receive a written report of the results of this evaluation, including the assigned evaluation rating, not later than the tenth day of May.

All results and conclusions of performance assessments must be documented and supported by evidence.

16.2 **EVALUATION COMMITTEE**

- 16.2.1 The Association and the Board agree to establish a standing joint Evaluation Development Committee for the purpose of regularly reviewing the effectiveness of the policy, procedure and process, including the evaluation instrument, for the evaluation of teachers in the District and to provide recommendations to the Superintendent and Board by April 30.
- 16.2.2 Committee Composition - The committee shall be comprised of up to 6 Association members appointed by the Association President/designee and up to 6 Administrator's. Board members may be included in the committee.
- 16.2.3 Committee Operation - Members of the committee will receive release time for training in all aspects of OTES, the state adopted evaluation framework, and the standards for the teaching profession prior to beginning their work and throughout the committee's operation.
- 16.2.4 The committee will establish by mutual agreement a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks.
- 16.2.5 The committee may establish sub-committees to assist with their work. Sub-committees will be jointly appointed by the Superintendent/designee and the Association President/designee.

**ARTICLE 17**  
**INSURANCE**

- 17.0 The District Insurance Plan will strive to follow the Best Practice Standards as established by the Ohio School Employees Health Care Board.

17.1 **MEDICAL**

- 17.1.1 The Board shall pay eighty (80) percent of the family and single monthly premium for full-time unit members who enroll in a Board-approved group hospital/surgical and major medical insurance program.
- 17.1.2 If both husband and wife are employed by the Board, each may be enrolled for single coverage or one family member may be enrolled for family coverage.
- 17.1.3 Each unit member shall pay the difference between the Board-paid amount and the actual monthly premium by payroll deduction.

- 17.1.4 As used in this article, "full-time unit members" are those who work 30 hours or more per week.
- 17.1.5 Effective July 1, 1993, the health insurance plan will contain a managed care program.
- 17.1.6 Effective July 1, 2004, the deductible for the major medical coverage will be \$100.00 for single and \$200.00 for family coverage in network, and \$300.00 for single coverage and \$600.00 for family coverage outside the network per calendar year.
- 17.1.7 During the length of this contract, an Insurance Committee, comprised of three (3) members of the Association, the Superintendent, the District Treasurer, and another member appointed by the Superintendent, will continue to review the medical, dental, vision, life and prescription insurance plans, and may propose changes in the level of coverage, if necessary, on an annual basis.
- 17.1.8 The Insurance Committee shall meet on fixed dates during a standard school year. Such dates will be established in September by the Insurance Committee each year.
- 17.1.9 Any member of the committee may request a meeting. Such request shall be made in writing to the Superintendent and include the reason for the meeting. Requested meetings shall occur within a reasonable time period from the date the request is received. All members of the committee will be notified in a timely fashion.
- 17.1.10 Any changes in the level of coverage in the medical, dental, vision, life and prescription insurance plans shall be reviewed by a majority of committee prior to any action taken to affect such changes. No unilateral reduction in coverage/benefits shall be put in place without a majority vote of the full committee.

## 17.2 DENTAL

- 17.2.1 The Board shall pay 100% of the monthly premium for individual or family dental coverage for full-time unit members.

## 17.3 MAIL ORDER PRESCRIPTION DRUG INSURANCE

- 17.3.1 The Board shall provide mail-order prescription drug insurance coverage for full-time unit members.
- 17.3.2 Such prescription drug coverage shall be for maintenance drugs with the unit member co-pay per prescription determined by the insurance committee on an annual basis.
- 17.3.3 The Board will pick up the remaining cost of each prescription under the provisions of the major medical insurance coverage of the current health plan.

## 17.4 LIFE INSURANCE

- 17.4.1 The Board shall continue to provide group life insurance coverage for all full-time unit members.
- 17.4.2 The amount of the insurance shall be the unit member's base pay (see 8.3.3) to the nearest \$500. The Board shall pay the monthly premium for such insurance.



17.5 VISION COVERAGE

17.5.1 The Board shall pay 100 percent of the monthly premium for individual or family coverage for full-time unit members.

17.5.2 Coverage shall be maintained at the agreed upon level through the term of this agreement.

17.5.3 After June 30, 2004, the benefits may be reduced, terminated, or an employee contribution required if the monthly premium exceeds \$16.00 for individual or family coverage.

17.6 The Board shall have the sole right to select plan administrators and insurance carriers.

17.7 Effective October 1, 1993, the Board will implement a plan pursuant to Section 125 of the Internal Revenue Code under which a unit member's monthly contribution toward the cost of health insurance premiums under this Article will be made with "pre-tax" dollars.

**ARTICLE 18**  
**SALARY/COMPENSATION**

CERTIFICATED/LICENSED 2013-2014, 2014-2015, & 2015-2016

<b>STEP</b>	<b>CLASS I</b>	<b>CLASS II</b>	<b>CLASS III</b>	<b>CLASS IV</b>	<b>CLASS V</b>
0	40,057	44,351	46,352	48,619	51,156
1	44,351	46,265	48,390	50,749	53,383
2	46,060	48,179	50,428	52,879	55,610
3	47,769	50,093	52,466	55,009	57,837
4	49,478	52,007	54,504	57,139	60,064
5	51,187	53,921	56,542	59,269	62,291
6	52,896	55,835	58,580	61,399	64,518
7	54,605	57,749	60,618	63,529	66,745
8	56,314	59,663	62,656	65,659	68,972
9	58,023	61,577	64,694	67,789	71,199
10	59,732	63,491	66,732	69,919	73,426
11	61,441	65,405	68,770	72,049	75,653
12	63,150	67,319	70,808	74,179	77,880
13	64,859	69,233	72,846	76,309	80,107
14	66,568	71,147	74,884	78,439	82,334
15	68,277	73,061	76,922	80,569	84,561
16	68,277	74,975	78,960	82,699	86,788
17	68,277	74,975	78,960	84,829	89,015
18	68,277	74,975	78,960	84,829	89,015
19	68,277	74,975	78,960	84,829	89,015
20	69,277	75,975	79,960	85,829	90,015
Longevity	1,709	1,914	2,038	2,130	2,227

Please note that some steps reflect no incremental increase but help track for Step 20 purposes.

## 18.2 EXPLANATION OF CLASSIFICATIONS

### Class I

1. Bachelor's Degree from a state-accredited institution.
2. A unit member of career/technical education programs who has received his/her career/technical two-(2) year provisional license.

### Class II

1. Bachelor's Degree and a total of 150 semester hours or more of education from a state-accredited institution.
2. A unit member of career/technical education programs who has received his/her career/technical five-(5) year professional license.

### Class III

1. Bachelor's Degree and a total of 150 semester hours or more of education, including fifteen (15) semester hours of graduate education at a state-accredited institution:
  - a. A planned program leading to a Master's Degree, or
  - b. In the program area of the unit member's major assignment.
2. A unit member of career/technical education programs who has received his/her eight (8) year professional certificate.
3. A unit member of career/technical education programs with at least three (3) years of successful teaching experience under a career/technical five-(5) year professional license who has completed thirty (30) semester hours of coursework (300 level undergraduate coursework or higher) leading to mastery in the teaching field, classroom teaching or other field for which licensure is held since the issuance of the original five-(5) year professional license.

### Class IV

1. Master's Degree from a state-accredited institution.
2. A unit member of career/technical education programs meeting the qualifications for an eight (8) year career/technical professional certificate and having a Bachelor's Degree from a state approved institution.
3. A unit member of career/technical education programs with at least three (3) years of successful teaching experience under a career/technical five-(5) year professional license who has completed thirty (30) semester hours of coursework (300 level undergraduate coursework or higher) leading to mastery in the teaching field, classroom teaching or other field for which licensure is held since the issuance of the original five-(5) year professional license and having a Bachelor's Degree from a state-accredited institution.

## Class V

1. Master's Degree plus thirty (30) semester hours at a state-accredited institution in an administration-approved program after receiving the Master's Degree.
  2. A unit member of career/technical education programs who *was* initially employed by Eastland-Fairfield Career & Technical Schools with less than a Bachelor's Degree who has received at least one renewal of a career/technical five-(5) year professional license and has completed a Master's Degree from a state-accredited institution in the teaching field, classroom teaching or other field for which licensure is held.
- 18.2.1 Effective July 1, 2007 for new hires, the administration will review the hours earned after the Master's degree was granted to determine if they are appropriate.

### 18.3 EXPERIENCE PLACEMENT

The Superintendent shall evaluate all previous experience prior to making a recommendation for placement on the salary schedule according to the following provisions:

- 18.3.1 All unit members must comply with the laws and regulations governing the certification/licensure of teachers and administrators as adopted by the State Board of Education and shall have on file in the office of the Superintendent a valid certificate/license in the assigned teaching or administrative area.
- 18.3.2 Previous experience shall be granted to a maximum of ten (10) years and shall be defined as:
- 18.3.2.1 All years of teaching or administrative experience in public or private schools regardless of education. Experience shall be granted for years of teaching in chartered non-public schools in the state of Ohio, provided that the unit member had a valid Ohio teaching certificate/license during each year of teaching and/or administrative experience to be credited.
  - 18.3.2.2 A year of teaching and/or administrative experience shall not be granted for less than 120 school days of regular teaching or substituting of any given school year. Other fractional units of experience shall not be recognized in the salary schedule.
  - 18.3.2.3 Previous active military service in the armed forces, as defined in Ohio Revised Code Section 3307.75, shall be granted to a maximum of five (5) years. Active military service of eight (8) continuous months or more shall be counted as a full year. Active military service for the Ohio National Guard, military reserve or naval militia is military duty because of an executive order issued by the President or an act of Congress.
  - 18.3.2.4 All previous business or industrial experience, teaching, administrative, and military, must be verified by the unit member. Salary cannot be paid until such proof is submitted.
  - 18.3.2.5 Unit members coming directly from business and industry may be awarded credit for related work experience.
    - a. Years of experience shall be determined by the Superintendent. A year of experience must consist of at least eight (8) continuous months of full-time employment in determining total years of experience.

## 18.4 OTHER REGULATIONS

- 18.4.1 No unit member shall ever be paid less than the state minimum salary schedule.
- 18.4.2 Each unit member shall keep on file with the Superintendent official transcripts of all college credit.
- 18.4.3 Unit members who have completed training that would qualify them for a higher salary classification shall file official transcripts verifying completion of such training by October 1.
- 18.4.4 In cases where additional duties may warrant increased pay above this schedule, the Board reserves the right to grant such increases.
- 18.4.5 Per diem deductions shall be made for absence other than provided for by sick leave and/or emergency leave policies on the following basis:  

The total number of days the unit member is employed divided into the total salary times the number of days of unauthorized absence.

## 18.5 EXTENDED SERVICE

### 18.5.1 Maximum Number of Days

Maximum number of days shall be assigned to positions based upon state minimum guidelines for unit funding and/or District need as determined by the administration.

### 18.5.2 Hourly Rate

The hourly rate of pay for extended service shall be calculated by dividing 1,536 hours into the base pay. (Base pay for this purpose shall include longevity and extra teaching minutes.)

- 18.5.3 Coordinators and other extended service personnel shall be placed on this schedule provided the summer program conforms to state minimum guidelines. Unit members of programs not meeting state guidelines for two (2) consecutive years shall be placed on the Non-Instructional Extended Service Salary Schedule.

- 18.5.4 A work day calendar for each program shall be determined cooperatively by the unit member, supervisor, and directors.

- 18.5.5 When the number of days of extended service is divided between two (2) or more unit members, the number of days for each unit member shall be determined by the administration after consultation with the unit members involved.

- 18.5.6 All programs shall be limited to a maximum of seven and one-half hours per day. Working hours are normally 8 a.m. - 4 p.m. with thirty minutes for lunch.

- 18.5.7 Payment will be made upon the basis of a completed and approved time sheet at the conclusion of the activity. Each unit member is responsible for proper signature authorization and deposit with the Treasurer on or before the fourth working day prior to the 15th and 30th pay dates of the month in which the work is performed in order to be paid.

- 18.5.8 Sick leave and personal/emergency leave may not be used with respect to any scheduled day of extended service. .If a unit member is absent on a scheduled extended service work day, he/she may reschedule the day with permission of the appropriate administrator or may elect not to work the scheduled hours.

18.6 PAY REGULATIONS CO-CURRICULAR AND EXTRA-CURRICULAR ACTIVITIES

Provisions

The following criteria shall be considered in determining the establishment and pay scale for co-curricular and extra-curricular activities. Payment shall be made on a stipend basis in three equal payments, which will be distributed the second pay date of December, March, and June.

- 18.6.1 Co-curricular is defined as those student activities that are associated with a given course of study and that have instructional content and processes related to that course of study.

Examples are as follows:

<u>Curriculum</u>	<u>Student Activity</u>
Restaurant Services	FCCLA
Welding	SkillsUSA
Horticulture	FFA
Business Academy	BPA
Logistics	DECA
Teaching Professions	FEA

- 18.6.2 Extra-curricular is defined as those student activities not necessarily associated with any given course of study and voluntary in nature such as Council of Presidents, Ambassadors, National Tech Honor Society, Peer Mediation, and Diversity Group.
- 18.6.3 Both co-curricular and extra-curricular activities shall be sufficient in number to provide opportunities for all students desiring to participate.
- 18.6.4 All activities must have a faculty advisor willing to be present and actively participate in all functions of the organization.
- 18.6.5 All activities must be democratic in membership and function.
- 18.6.6 All activity functions are subject to Board policy and to school rules and regulations.
- 18.6.7 Compensation for co-curricular and extra-curricular activities shall be based on, but not limited to, responsibility, number of students involved, and amount of non-school time required.
- 18.6.8 There shall be one chapter advisor for each co-curricular organization. The number of assistant chapter advisors shall be determined by the Superintendent upon recommendation by the appropriate administrator and dependent upon the number of students involved.
- 18.6.9 The number of advisors attending any given function will be recommended in advance by the administrator in charge and approved by the directors and the Superintendent.
- 18.6.10 Meetings, activities, contests, etc., that are covered under the Board policy regarding Professional Meetings and that do not involve students are not a part of these provisions. A person attending a meeting, convention, contest, etc., as a professional meeting and not being responsible for students shall not be paid for a Saturday, Sunday, or other non-school day.

18.6.11 Unit members not contracted by the Board for extended service are not eligible under the terms of this article.

18.6.12 All co-curricular and extra-curricular contracts are for one (1) year and shall be considered non-renewed at the end of each work year.

18.7 CO-CURRICULAR AND EXTRA-CURRICULAR SALARY SCHEDULE

	Class	Class	Class	Class	Class	Class	Class	Class	Class	Class
Step	1	2	3	4	5	6	7	8	9	10
0	525	750	975	1200	1425	1650	1875	2100	2325	2550
1	550	800	1050	1300	1550	1800	2050	2300	2550	2800
2	575	850	1125	1400	1675	1950	2225	2500	2775	3050
3	600	900	1200	1500	1800	2100	2400	2700	3000	3300
4	625	950	1275	1600	1925	2250	2575	2900	3225	3550
5	650	1000	1350	1700	2050	2400	2750	3100	3450	3800

18.7.1 STUDENT ACTIVITY MIN TO MAX HOURS CLASS

Co-Curricular

FCCLA	40-80	Minimum hours will not apply when student enrollment in courses associated with the co-curricular activity is insufficient to warrant formation of a club. Sufficient enrollment shall be determined by the Superintendent.
SkillsUSA	450-600	
FFA	20-80	
BPA	100-160	
DECA	20-40	
FEA	20-40	

Extra-Curricular

Asst Nat'l Career & Technical Honor Society	1
Asst Council of Presidents	2
Asst Yearbook	3
Nat'l Career & Technical Honor Society	3
Council of Presidents	4
Yearbook	5

Ambassador	20-50
Diversity Group	10-20
Peace Club	20-40

Each class is a multiple of approximately ten (10) hours (Class 1 = 10 hours; Class 10 = 100 hours). The minimum hours designated for co-curricular student activities may be increased upon recommendation of the Superintendent.

When more than one co-curricular advisor will sponsor an activity, the number of hours will be divided between the head advisor and assistant advisor(s) by the Superintendent, upon recommendation of the appropriate supervisor and director.

#### 18.7.2 Placement on Schedule

18.7.2.1 Unit members under contract for any of the above positions for the previous school year shall be placed on the next step for the ensuing school year. Positions not contracted for in previous school years shall begin at zero (0) years of experience for the ensuing school year unless authorized by the Superintendent.

18.7.2.2 Experience is defined as experience in the District in the same activity assignment.

### 18.8 LONGEVITY INCREMENT

A Longevity Increment shall be added for all full-time (30 hours per week) unit members having completed 19 years of service in either the State Teachers Retirement System, the School Employees Retirement System, or the Public Employees Retirement System. The following guidelines shall apply:

- 18.8.1 Service must be verified by the employee from official records of STRS, SERS, or PERS.
- 18.8.2 Credit will be granted for all service which has the same value as Ohio teaching and/or the same value for credit under SERS or PERS.
- 18.8.3 All service credit and/or military credit must be purchased and/or certified from official records on forms provided by STRS, SERS, or PERS in order for it to be counted toward the longevity increment. (Section 3317.14 of the Ohio Revised Code.)
- 18.8.4 The longevity increment is added to the total salary only after all calculations have been made.
- 18.8.5 Only full years of service credit will be counted.
- 18.8.6 It is the responsibility of the unit member to report all such credit on or before February 1 prior to the year of eligibility. When newly hired eligible bargaining unit members who have at least nineteen (19) years of service as described in Article 18.8 report such credit within sixty (60) days from their initial Board hire date, the longevity increment will be added retroactively during the initial year of employment. Otherwise, such newly hired eligible bargaining unit members may report such credit on or before February 1 prior to the year of eligibility in accordance with Article 18.8.
- 18.8.7 There will be no granting of credit retroactively.



18.9 STIPEND FOR THOSE NOT RECEIVING INCREMENTAL INCREASE ON SALARY SCHEDULE – 2013-2014, 2014-2015, and 2015-2016 ONLY

During this 3-year contract term, the salary schedule will remain with the same classes, steps, and dollars as the 2012-2013 schedule.

2013-2014 Contract Year: Staff will continue to advance on the steps of the existing schedule – not a freeze. Those who do not experience an incremental increase, due to advancement on the salary schedule steps will be paid a \$1,500 stipend, such pay to be disbursed in accordance with Section 18.10 (Payday).

2014-2015 Contract Year: Staff will continue to advance on the steps of the existing schedule – not a freeze. Those who do not experience an incremental increase, due to advancement on the salary schedule steps will be paid a \$1,500 stipend, such pay to be disbursed in accordance with Section 18.10 (Payday).

2015-2016 Contract Year: Staff will continue to advance on the steps of the existing schedule – not a freeze. Those who do not experience an incremental increase, due to advancement on the salary schedule steps will be paid a \$1,500 stipend, such pay to be disbursed in accordance with Section 18.10 (Payday).

This provision shall automatically terminate at the conclusion of this 2014, 2015, 2016 negotiated agreement. Both the Board of Education of the Eastland-Fairfield Career & Technical Schools and the Eastland Education Association affirm that there is no catch-up provision – in future agreements – expressed or implied. Further, it is agreed that the year a unit member is placed on Step 20, an already-existing fixed-dollar step of \$1,000 – a \$500 stipend shall be paid in that year. For those placed on Step 21 or above, the \$1,500 stipend will be paid. If subject to stipend pay, such amount will be prorated if working a partial calendar – due to mid-year change in employment and/or working less than the full number of days or hours per day.

18.10 PAYDAY

18.10.1 All unit members shall receive twenty-four (24) pays each year. Payday shall be the fifteenth and last day of each month with the exception of December. During December, unit members shall receive two (2) pays for the entire month on December 15.

18.10.2 If a payday should fall on a Saturday, Sunday, holiday, pay shall be issued on the last preceding work day.

18.10.3 Any unit member desiring any other pay arrangements must consult with the Board Treasurer.

18.11 FEE WAIVERS/TUITION REIMBURSEMENT

18.11.1 Reimbursement will be in the form of fee waivers from The Ohio State University College of Education. The Board will pursue opportunities to establish fee waiver agreements with additional training institutions. Persons eligible for participation in this fee waiver program will be unit members who are under contract with the District, and, if permitted by Ohio State or other training institutions granting the fee waivers, those who have been offered a contract contingent on their completion of course work required to secure a career/technical license.

- 18.11.2 In the case of discontinuation by The Ohio State University of such fee waivers, or the Board being unable to obtain a sufficient number of Ohio State fee waivers to cover the total requested, the Board will reimburse a participant covered by this agreement the amount paid in tuition (excluding fees and materials) to a maximum of \$225.00 per approved quarter hour and \$335.00 per approved semester hour. The Board shall provide a maximum of \$80,000 each fiscal year for implementation of the program with \$45,000 available July 1 through December 31 and \$35,000 available January 1 through June 30. In the case of direct payment from the Board, payment shall be made after submission of an official transcript verifying successful completion of the course. No individual employee shall be paid direct reimbursement for tuition in any calendar year beyond a maximum of \$5,250, which represents the IRS threshold for a taxable Educational Assistance Program. To be eligible for participation in this direct payment program:
- 18.11.2.1 A unit member must be under contract with the District prior to applying for reimbursement for courses under this program.
  - 18.11.2.2 A unit member must be working under a certified regular, limited, or continuing contract with the District both when the course work is taken and when reimbursement is requested, except as stated in 18.11.2.2.1.
    - 18.11.2.2.1 An individual from business and industry, being recommended for employment by the Superintendent contingent on his/her completion of course work required to secure a career/technical license and be under contract with the District prior to applying for reimbursement.
  - 18.11.2.3 A unit member must take courses directly related (as identified in the approved Course of Study) to the teaching field of service or in other areas approved in advance by the Superintendent.
    - 18.11.2.3.1 Unit members are strongly encouraged to secure written approval from the Superintendent before registering in courses that may be submitted for reimbursement. Failure to secure advanced approval may result in the request for reimbursement being denied.
  - 18.11.2.4 All participants must take coursework from institutions accredited by national accrediting agencies as recognized by the United States Department of Education Secretary of Education or approved by the Superintendent.
  - 18.11.2.5 All participants must complete the course work with a grade of B- or better. In the case of a course taken Pass/Fail, a passing grade is required.
  - 18.11.2.6 All participants must remain employed by the District a full year following the completion of a course or refund the Board the tuition reimbursement received. This refund can take place either by withholding participant's last check or by the participant paying the Treasurer directly. Such requirement to be waived in the case of the employee changing employment status due to Reduction in Force, Non-Renewal, or Termination of Employment.

- 18.11.3 Applications for fee waivers and/or reimbursement shall be approved or disapproved by the Superintendent. Priority shall be given based upon the following list:
- Category 1 An individual from business and industry securing and maintaining their initial career/technical license or a unit member renewing their first professional license.
  - Category 2 All other unit members eligible for reimbursement or fee waiver requests.
- 18.11.3.1 When the fee waiver intent form indicates more waiver requests than the projected number of fee waivers available, distribution may be limited to four (4) semester hours or six (6) quarter hours in any school year based upon the priorities identified in 18.11.3.
- 18.11.3.2 Fee waivers and tuition reimbursement may not be sought for courses taken during a professional leave or for which other reimbursement has or will be received.
- 18.11.3.3 In the event that requests exceed available fee waivers, a drawing will be held by prioritized categories to determine waiver distribution. In the event that requests for direct reimbursement exceed the semi-annual maximum amount, Category 1 will be reimbursed first and Category 2 will be reduced proportionally.
- 18.11.3.4 Unit members who request and are granted fee waivers for a specific term and do not enroll in classes for that term (and do not notify the Superintendent in time to avoid a loss of the fee waivers) will forfeit waivers issued and eligibility to participate in the fee waiver program for the remainder of the current and the next school year.

## 18.12 EMPLOYMENT OF RETIREES AS TEACHERS

- 18.12.01 Definition of Retiree -A Retiree is an individual who has attained service retirement status with the State Teachers Retirement System and is otherwise qualified by certification and background for public school teaching in Ohio and who retired from service from any District.
- 18.12.02 Where a teaching vacancy exists which the Board may fill by hiring a properly certified teacher who is not already employed by the Board, the Board may consider and employ Retirees for any such vacancy upon the recommendation of the Superintendent. Retirees shall be considered for employment without regard to race, color, religion, sex, military status, national origin, disability, age or ancestry.
- 18.12.03 A Retiree shall be paid in accordance with the negotiated salary schedule. Placement on the schedule shall be determined by the Superintendent. No restriction shall be placed on the number of service credits granted. Retirees selected for re-employment shall be granted at least five (5) years of service credit.
- 18.12.04 A Retiree shall receive a one-year limited teaching contract that shall expire automatically at the end of the stated term. No notice of non-renewal or Board action is required. Continuation of the employment of a Retiree beyond the one-year limited contract shall be at the election of the Board and upon recommendation of the Superintendent. The requirements of Article 6 regarding limited contract teachers shall not apply to Retiree limited contracts. A Retiree is not eligible for a continuing teaching contract, regardless of years of employment with the Board. The parties specifically waive all rights for such employees pursuant to O.R.C. 3319.11 and 3319.111.

- 18.12.05 Evaluations shall be conducted at the discretion of the building director. The decision to conduct or not conduct an evaluation shall not affect the automatic expiration of the limited contract.
- 18.12.06 A Retiree shall accumulate and may use sick leave in accordance with Article 7 of the Negotiated Agreement, but shall not be entitled to severance pay under Article 8 of the Negotiated Agreement or under law upon conclusion of employment as a Retiree.
- 18.12.07 Retirees shall not be eligible to participate in any of the following: Professional Growth Leave (Article 7.6), Sick Leave Bank (Article 7.3), Longevity Increment (Article 18.8), Fee Waiver/Tuition Reimbursement (Article 18.11) of the Negotiated Agreement.
- 18.12.08 A Retiree will receive benefits provided to unit members under Article 17 of the Negotiated Agreement.
- 18.12.09 A Retiree shall not accumulate Seniority in the bargaining unit for any purpose under the Negotiated Agreement and has no right of restoration in the event of a reduction in force pursuant to Article 13 of the Negotiated Agreement.
- 18.12.10 A Retiree is eligible for a supplemental contract only at the discretion of the Superintendent. This subsection supersedes O.R.C. 3313.53.
- 18.12.11 The number of Retirees employed under this Article shall not exceed 10 percent of the certificated unit members, except that nothing in this agreement shall mandate that any employee, who is a retiree, be terminated or non-renewed if at some point in the future the number of retirees employed exceeds 10 percent of the certificated unit-members because of a decrease in the number of certificated staff. The 10 percent maximum may be exceeded on a case-by-case basis with written approval from the Association President.
- 18.12.12 All other provisions of the Negotiated Agreement not specifically modified or excluded by the above shall apply to Retirees.

#### 18.13 FLEXIBLE SPENDING ACCOUNT

- 18.13.1 The Association and Board agree to implement a Flexible Spending Account (FSA) effective January 1, 2007, pursuant to Section 125 of the Internal Revenue Service (IRS) Code, to allow employees to set aside tax-free dollars for medical expenses, dependent care, or other purposes allowed under Section 125 of the IRS Code.

**ARTICLE 19**  
**RULES**

19.1 IMPLEMENTATION AND DURATION

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

19.2 NO STRIKES

The Association and unit members covered by this Agreement agree that they will not engage in, initiate, authorize, sanction, ratify, support or participate in any strike, slowdown, stay-in, working-to-rule or other curtailment or restriction of the educational process or the Board's operations, including the honoring of any picket line or strike activities by other unit members or by non-employees of the Board during the life of this Agreement. Any employees engaging in a strike, slowdown, stay-in, working-to-rule or other curtailment or restriction of the educational process or the Board's operations during the life of this Agreement shall be subject to disciplinary action by the Board which can be, but is not limited to, their discharge.

19.3 CONFLICT WITH LAW

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

19.4 WAIVER OF NEGOTIATIONS

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

19.4.2 Notwithstanding the foregoing, negotiations may be reopened in extraordinary circumstances. A party wishing to reopen negotiations shall make a written request to the other party, fully specifying the item to be negotiated and the extraordinary circumstances justifying the request. Negotiations may only be reopened with mutual consent of both parties and neither party may be compelled to agree to reopen. Once negotiations are reopened, discussion between the two (2) parties shall take place for a period of no longer than two (2) weeks from the date of mutual agreement to reopen, unless both parties agree to extend negotiations. Article 2 of this Agreement and Chapter 4117 of the Ohio Revised Code shall not apply and no mediation shall be requested.

19.5 DURATION

This Agreement shall be effective July 1, 2013, and remain in effect through June 30, 2016.

19.6 PRINTING AND DISTRIBUTION

The parties shall share the expense of printing and distributing this Agreement.

For the Board

For the Association

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

\_\_\_\_\_  
President

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Chief Negotiator

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date: